1 - Agenda, Feb 7 2023 BOCC meeting

2a - Alcohol Bev License, Wooden Spoon

2b - Alcohol Bev License, Paradise Restaurant

2c - Alcohol Bev Lic, CB Country Club

2d - Special Event Liquor Permit 1-2023, CB Mtn Educational Radio

3 - CDEC MOU with Gunnison-Hinsdale BoHS, Child Care Assistance Program

4 - Scheduling Calendar for Feb 7 2023

5a - Nov 15 2022 BOCC Regular Meeting minutes

5b - Nov 22, 2022 BOCC Special Meeting minutes

6 - consent 1 - CDPHE Tobacco Prevention Grant Application

6 - consent 2 - Trade Contractor Agreement, CML Security LLC

6 - consent 3 - Mini Grant application, CDPHE Office of Gun Violence Prevention

6 - consent 4 - Charter Operator Operating Agreement and Lease, JSX

6 - consent 5 - CTSI Casualty and Property Pool Agreement

6 - consent 6 - CDOT Highway User Tax Fund Annual Report

6 - consent 7 - CDEC Family Support Grant Application

6 - consent 8 - CDHS Behavioral Health Admin Contract Amendmt 1, for Detention

6 - consent 9 - County Agreement, Project Hope of GV

6 - consent 10 - County Agreement, GV Animal Welfare League

6 - consent 11 - County Agreement, GVH Foundation

6 - consent 12 - County Agreement, Gunnison Conservation District

6 - consent 13 - County Agreement, Gunnison Country Food Pantry

6 - consent 14 - County Agreement, Six Points Evaluation and Training

6 - consent 15 - BOCC letter of support, Mtn Express

6 - consent 16 - 2023 MOA, Parent Possible and GC HHS

6 - consent 17 - Professional Svcs Agreement, Wright Water Engineers

6 - consent 18 - CDPHE Task Order, HHS, Overdose prevention tools

7 - Review and Resolution, GVH Real Property Purchase - Lazy K Dev, Units A, B, C, D 102 Ouray Ln

8 - Lot Cluster, AFC Development LLC, LUC-22-00067

9 - Lot Cluster, Basin Real Estate Holding LUC-22-00067

10 - Lot Cluster, Shultz Family Trust Investments LLC, LUC-22-00005

11 - Sawtooth Boundary Line Adjustment

12 - CDOT Grant Contract, CB to CB South Trail Study

13 - STOR Committee Charter Amendment

14 - Boards and Commissions, Appointments

15 - Whetstone Housing Project, Land Use Change Review

16 - BOCC Work Session Interviews

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, February 7, 2023**
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 #03-15949; The Wooden Spoon LLC dba The Wooden Spoon; Effective Date 3/07/2023 - 3/07/2024
- Alcohol Beverage License #03-04246; Crested Butte LLC dba Paradise Restaurant; Effective Date 2/03/2023 – 2/04/2024
- Alcohol Beverage License #13-37843-000; N D Enterprises LLC dba Crested Butte Country Club; Effective Date 1/14/2023 – 1/14/2024
- Special Event Liquor Permit 1-2023; Crested Butte Mtn Educational Radio; Effective Date 3/09/2023 and 3/10/2023 from 3pm - 11:30 pm
- Adjourn

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES:

8:32 am
- Call to Order
- 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. Approval for Colorado Department of Early Childhood Memorandum of Understanding (CDEC); Gunnison/Hinsdale Board of Human Services; for providing a local Child Care Assistance Program for Gunnison and Hinsdale Counties; 1/01/2023 – 6/30/2025, reaffirmed annually by amendment
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:35 am
- Call to Order; Agenda Review
- Scheduling
- Minutes
    1. November 15, 2022 Regular Meeting
    2. November 22, 2022 Special Meeting
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Approval for Colorado Department of Public Health and Environment (CDPHE) Tobacco Prevention Grant Application; for STEPP tobacco prevention funding on behalf of the West Central Public Health Partnership; $350,000
    2. Approval for Trade Contractor Agreement; CML Security, LLC; for Detention security system retrofit; 1/23/2023-12/31/2023; $267,475

3. Approval for Community Mini Grant Application, CDPHE Office of Gun Violence Prevention; Gunnison County Substance Abuse Prevention Project (GCSAPP); for suicide prevention training and gunlock distribution; $9,387.32
4. Approval for Charter Operator Operating Agreement and Lease of Airport Facilities; Delux Public Charter LLC dba JSX; for service to Dallas-Love Field; Leases and charges as per agreement; 11/15/2022 – 5/14/2023
5. Approval for CTSI Certificate of Participation; Colorado Counties Casualty and Property Pool (CAPP); 1/01/2023 – 12/31/2023
6. Approval for Colorado Department of Transportation (CDOT) Highway User Tax Fund Annual Report; for funding from CDOT for road maintenance – for new roads, annexations and length changes to existing roads; Certified Totals as of December 31, 2022
7. Acknowledgment of County Manager Approval; Colorado Department of Early Childhood (CDEC) Family Support Grant Application; for family support services, including Family Strengthening program, tracking, and case management; $49,706
8. Approval for CDHS Behavioral Health Administration Contract Amendment #1; Gunnison County Sheriff's Office; for Jail-based Behavioral Health Services; 7/1/2022 – 6/30/2023; Cost reimbursement up to $155,200
9. Approval for County Agreement; Project Hope of Gunnison Valley; to help promote the County's Healthy Communities strategy; 1/01/2023-12/31/2023; $10,000
10. Approval for County Agreement; Gunnison Valley Animal Welfare League; to help promote the County's Healthy Communities strategy; 1/01/2023-12/31/2023; $9,500
11. Approval for County Agreement; Gunnison Valley Health Foundation; to help promote the County's Healthy Communities strategy; 1/01/2023-12/31/2023; $11,500
12. Approval for County Agreement; Gunnison Conservation District; to help promote the County's Healthy Communities strategy; 1/01/2023-12/31/2023; $6,000
13. Approval for County Agreement; Gunnison Country Food Pantry; to help promote the County's Healthy Communities strategy; 1/01/2023-12/31/2023; $12,000
14. Approval for County Agreement; Six Points Evaluation and Training, Inc; to help promote the County's Healthy Communities strategy; 1/01/2023-12/31/2023; $12,000
15. Approval for Letter of Support; Mountain Express Federal Grant Application; for Mountain Express Bus Storage, Maintenance, and Operations Facility
16. Approval for Memorandum Agreement between Parent Possible and Gunnison County Health and Human Services; 2023 Parents as Teachers Training Program
17. Approval for Professional Services Agreement; Wright Water Engineers; for support in updating FEMA floodplain mapping in Gunnison County; Effective date of signing to 12/31/2023; up to $10,000\
18. Approval for Colorado Department of Public Health and Environment Task Order; Gunnison County Department of Health and Human Services; Increases the availability of overdose prevention tools; 1/15/2023 – 6/30/2023

- County Manager's Reports

8:45 • Review of GVH Real Property Housing Purchase; Lazy K Development, Units A, B, C, and D; 102 Ouray Lane, Gunnison
   1. Resolution; Authorizing the County Manager to Purchase 102 Ouray Lane, Units A, B, C & D in Gunnison, Colorado

8:50 • Lot Cluster; Lots M1-8 and M1-9, Buckhorn Ranch Filing No. 2b; AFC Development LLC; LUC- 22-00066

8:55 • Lot Cluster; Lots M1-6 and M1-7, Buckhorn Ranch Filing No. 2b; Basin Real Estate Holding LLC; LUC-22-00067

9:00 • Lot Cluster; Parcels 1, 2 and 3, Lots 9, 10, 11, 12 and 13, 2nd Amendment to Arrowhead Commercial area Unit 1; Shultz Family Trust Investments, LLC; LUC-22-00005

9:05 • Approval for Sawtooth Phase 1, Boundary Line Adjustment; Parcel 2, Replat of Fred R Field Western Heritage Center – Gunnison Co Fairgrounds and Lots 1-6, Block 137

9:10 • Approval for Colorado Department of Transportation (CDOT) Grant Contract; for Study for Gunnison County CB to CB South Multimodal Trail Plan; Effective date of signing to 11/13/2032; $125,000 + $41,667 matching funds

9:15 • Approval for Sustainable Tourism and Outdoor Recreation (STOR) Committee Charter Amendment

9:20 • Gunnison County Boards and Commissions; Appointments

9:25 • Whetstone Housing Project; Land Use Change Review

9:45 • 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.

• Adjourn

BREAK

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

10:40 am • Gunnison County Boards and Commissions Interviews:

A. Gunnison Valley Hospital Board of Trustees
- 10:40 am: Robert Schutt
- 11:00 am: Marla Crockett
- 11:20 am: Stephens Mundy
- 11:40 am: Polly Oberosler

12:00 pm **LUNCH BREAK**

1:00 pm • Gunnison County Boards and Commissions Interviews (cont'd):

B. Tourism and Prosperity Partnership (TAPP) Board
- 1:00 pm: Jennifer Barvitski
- 1:20 pm: Kelly Osness
- 1:40 pm: Erica Rasmussen
- 2:00 pm: Bill Miller
- 2:20 pm: Celeste Helminski
- 2:40 pm: Kendal Rota

BREAK

3:05 pm

- Gunnison County Boards and Commissions Interviews (cont'd):

  C. Library Board of Trustees
  - 3:05 pm: Sally Hays
  - CANCELLATION
  - 3:45 pm: Susan Wold
  - 4:05 pm: Janet Farmer
  - 4:25 pm: Matthew Feier
  - 4:45 pm: Cheryl Crews

- Adjourn

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

ZOOM MEETING DETAILS:

Join Zoom Meeting: https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNrRVdDemZJdC91aVBlZz09

Meeting ID: 827 5365 7556
Passcode: 471302
One tap mobile
+17193594580,,82753657556#,,,,*471302# US
+16694449171,,82753657556#,,,,*471302# US

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Tavern License; Alcohol Beverage License #03-15949

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 the Wooden Spoon dba The Wooden Spoon

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 1/26/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 1/26/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/1/2023

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

Agenda Date: 2/7/2023

Revised April 2015

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

THE WOODEN SPOON LLC
dba THE WOODEN SPOON
228 ELCHO AVENUE
Crested Butte CO 81224

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-15949	**March 07, 2024**
License Type: **TAVERN (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

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

In testimony whereof, I have hereunto set my hand. 1/20/2023 AS

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

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

TAVERN LICENSE

ALCOHOL BEVERAGE LICENSE #03-15949
to sell/serve malt, vinous, spirituous liquor for (on the)-premises consumption in the County of Gunnison, Colorado.

THE WOODEN SPOON LLC DBA THE WOODEN SPOON
228 ELCHO AVENUE
CRESTED BUTTE, COLORADO 81224

Fee $100.00

Effective Dates: 03.07.2023 – 03.07.2024

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

Kathy Simillion 1-26-2023

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

DR 8400 (03/10/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

THE WOODEN SPOON
200 ANDERSON DRIVE
Crested Butte CO 81224

received 12-16-22

Fees Due	
Renewal Fee	550.00
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$

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 THE WOODEN SPOON LLC		Doing Business As Name (DBA) THE WOODEN SPOON	
Liquor License # 03-15949	License Type Tavern (county)		
Sales Tax License Number 95015488	Expiration Date 03/07/2023	Due Date 01/21/2023	
Business Address 228 ELCHO AVENUE Crested Butte CO 81224			Phone Number 9709017098
Mailing Address 200 ANDERSON DRIVE Crested Butte CO 81224		Email woodenspoon@gmail.com	
Operating Manager Fletcher Haber	Date of Birth 9/20/1984	Home Address 200 Anderson Dr, Crested Butte CO 81224	Phone Number 970 901 7058

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease_____

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No

3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No

3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ 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 convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Fletcher Women Haus	Owner
Signature	Date
	12/12/22

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For		Date
Jefferson County		12-16-22
Signature	Title*	Attest
Kathy Semelka	County Clerk	Julie Bailey

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Liquor License renewal for Crested Butte LLC dba Paradise Restaurant

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 1/26/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 1/26/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/1/2023

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

Agenda Date: 2/7/2023

Revised April 2015

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

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

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-04246	**February 04, 2024**
License Type: **HOTEL & RESTAURANT (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

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

In testimony whereof, I have hereunto set my hand. 1/26/2023 CG

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-04246
to sell/serve malt, vinous, spirituous liquor for (on the)-premises consumption in the County of Gunnison, Colorado.

CRESTED BUTTE LLC DBA PARADISE RESTAURANT
SE1/4SW1/4SECTION19T13SOUTH RANGE 85 WEST
CRESTED BUTTE, COLORADO 81224

Fee $100.00

Effective Dates: 02.04.2023 – 02.04.2024

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

Kathy Simillion 1-26-23

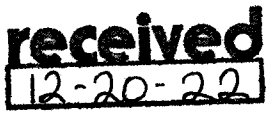
Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

DocuSign Envelope ID: 5E65BDE4-6671-4068-8648-254529D7534F

DR 8400 (03/10/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

PARADISE RESTAURANT
PO BOX 5700
Crested Butte CO 81224



Fees Due	
Renewal Fee	550.00
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$ 550.00

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor 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 CRESTED BUTTE LLC		Doing Business As Name (DBA) PARADISE RESTAURANT	
Liquor License # 03-04246	License Type Hotel & Restaurant (county)		
Sales Tax License Number 00774205	Expiration Date 02/04/2023	Due Date 12/21/2022	
Business Address SE1/4SW1/4SECTION19T13 SOUTH RANGE 85 WEST 6TH PM Gunnison CO 81230			Phone Number 9703492202
Mailing Address PO BOX 5700 Crested Butte CO 81224		Email joni.m.matzinger@vailresorts.com	
Operating Manager Paul McMinn	Date of Birth 07/29/1987	Home Address 8 County Road 824, Irwin Townsite, Colorado 81224	Phone Number 7202293272

1. Do you have legal possession of the premises at the street address above? ☐ Yes ☐ No
   Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease_____

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. **No**

3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges? **No**

3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4a. 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? **No**

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ■ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ■ 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 convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ■ No

DR 8400 (03/10/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

7. 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. ☐ ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Steve Vlass	Director of F&B
Signature DocuSigned by: Steve Vlass	**Date** 12/19/2022

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For		Date
Gunnison County		12-20-22
Signature Kathy Swillion	**Title** County Clerk	**Attest** Shelly McDilliard

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #13-37843-000; N D Enterp

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Renewal for N D Enterprises LLC dba Crested Butte Country Club

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 2/3/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/3/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/3/2023

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

Agenda Date: 2/7/2023

Revised April 2015

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #13-37843-000
to sell/serve malt, vinous, spirituous liquor for (on the)-premises consumption in the County of Gunnison, Colorado.

N D ENTERPRISES LLC
DBA CRESTED BUTTE COUNTRY CLUB
385 COUNTRY CLUB DRIVE
CRESTED BUTTE, COLORADO 81224

Fee $100.00

Effective Dates: 01.14.2023 – 01.14.2024

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.

Kathey Simillion 2-3-2023 _____

Gunnison County Clerk Date Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

N D ENTERPRISES LLC
dba CRESTED BUTTE COUNTRY CLUB
385 COUNTRY CLUB DRIVE
Crested Butte CO 81224

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
13-37843-0000	**January 14, 2024**
License Type: **HOTEL & RESTAURANT / OPTIONAL (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

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

In testimony whereof, I have hereunto set my hand. 2/3/2023 FX

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

DR 8400 (03/10/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	$ 50.00
Renewal Fee	
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

received
12-19-2022
KB

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: N D Enterprises LLC		Doing Business As Name (DBA): Crested Butte Country Club	
Liquor License #: 13-37843-0000	License Type: Hotel + Restaurant/Optional		
Sales Tax License Number: 13378430000	Expiration Date: 1/14/2023	Due Date: 10-14-22	
Business Address: 385 Country Club Drive, Crested Butte, CO 81224			Phone Number: 970.349.8601
Mailing Address: P.O. Box 879 Crested Butte, CO 81224		Email: Ben@clubatcrestedbutte.com	
Operating Manager: Ben Breslauer	Date of Birth: 5/2/82	Home Address: 22 Crested Mountain Lane, Mount Crested Butte, CO 81225	Phone Number: 860.309.2607

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease_____

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No

3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No

3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ 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 convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Ben Breslauer	Clubhouse Manager
Signature	Date
	12/14/22

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For		Date
Gunnison County		12-19-2022
Signature	Title	Attest
Kathy Simillion	County Clerk	Jeff Williams

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Special Event Liquor Permit 1-2023; Crested Butte

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Special Event Liquor License for KBUT Radio Station

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 2/2/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/2/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/2/2023

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

Agenda Date: 2/7/2023

Revised April 2015

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

COUNTY OF GUNNISON

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET

GUNNISON, COLORADO 81230

SPECIAL EVENT LIQUOR PERMIT 1-2023

to sell/serve malt, vinous, and spirituous liquor for on-premises consumption at 1599-501 Peanut Lake Rd, Crested Butte, Colorado.

CRESTED BUTTE MTN EDUCATIONAL RADIO

PO BOX 308

CRESTED BUTTE, COLORADO 812224

Fee $100.00

Effective: Day, 03.09.23 & 03.10.2023 from 3:00 p.m. to 11:30 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.

Kathy Simillion 1-30-23

Gunnison County Clerk Date

Kathy Simillion

Board of County Commissioners Date

DR 0439 (09/30/13)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
(303) 205-2300

Application for a Special Events Permit

Departmental Use Only

received 1-8-2023

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

- ☐ Social
- ☐ Fraternal
- ☐ Patriotic
- ☐ Political
- ☐ Athletic
- ☐ Chartered Branch, Lodge Or Chapter
- ☐ Of A National Organization Or Society
- ☐ Religious Institution
- ☐ Philanthropic Institution
- ☐ Political Candidate
- ☐ Municipality Owning Arts Facilities
- ☒ Public Radio

LIAB

Type of Special Event Applicant is Applying for:

- 2110 ☐ Malt, Vinous And Spirituous Liquor — $25.00 Per Day
- 2170 ☐ Fermented Malt Beverage (3.2 Beer) — $10.00 Per Day

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate: Crested Butte Mountain Educational Radio Inc. (KBUT Radio) — State Sales Tax Number (Required): 74-2325285

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP):
KBUT Radio
P.O. BOX 308
Crested Butte, CO. 81224

3. Address of Place to Have Special Event (include street, city/town and ZIP):
CB Nordic Center
Yurt at Magic Meadows
1599-501 Peanut Lake Road
Crested Butte, CO 81224
Crested Butte Nordic Council
P.O BOX 1269
620 2nd. Street
Crested Butte, CO 81224
(FACILITY OWNER)

Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate: Jackson Petito (Executive Director)	11-2-79	145 Gillaspey Ave, Crested Butte, CO. 81224	970-349-5205
5. Event Manager: Katherine Folz	10-30-77	315 Bellevins Ave. Crested Butte CO. 81224	773-349-1136

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?
☒ NO ☐ YES HOW MANY DAYS? _____

7. Is premises now licensed under state liquor or beer code?
☐ NO ☒ YES TO WHOM? Crested Butte Nordic Council DBA/Magic Meadows Yurt

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
March 9, 2023	3 p.m.	11:30 p.m.
March 10, 2023	3 p.m.	11:30 p.m.
	.m.	.m.
	.m.	.m.
	.m.	.m.

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: [signature] — Title: Events Director — Date: 1/7/2023

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): Gunnison County — ☐ City ☒ County — Telephone Number of City/County Clerk: 970-641-7641

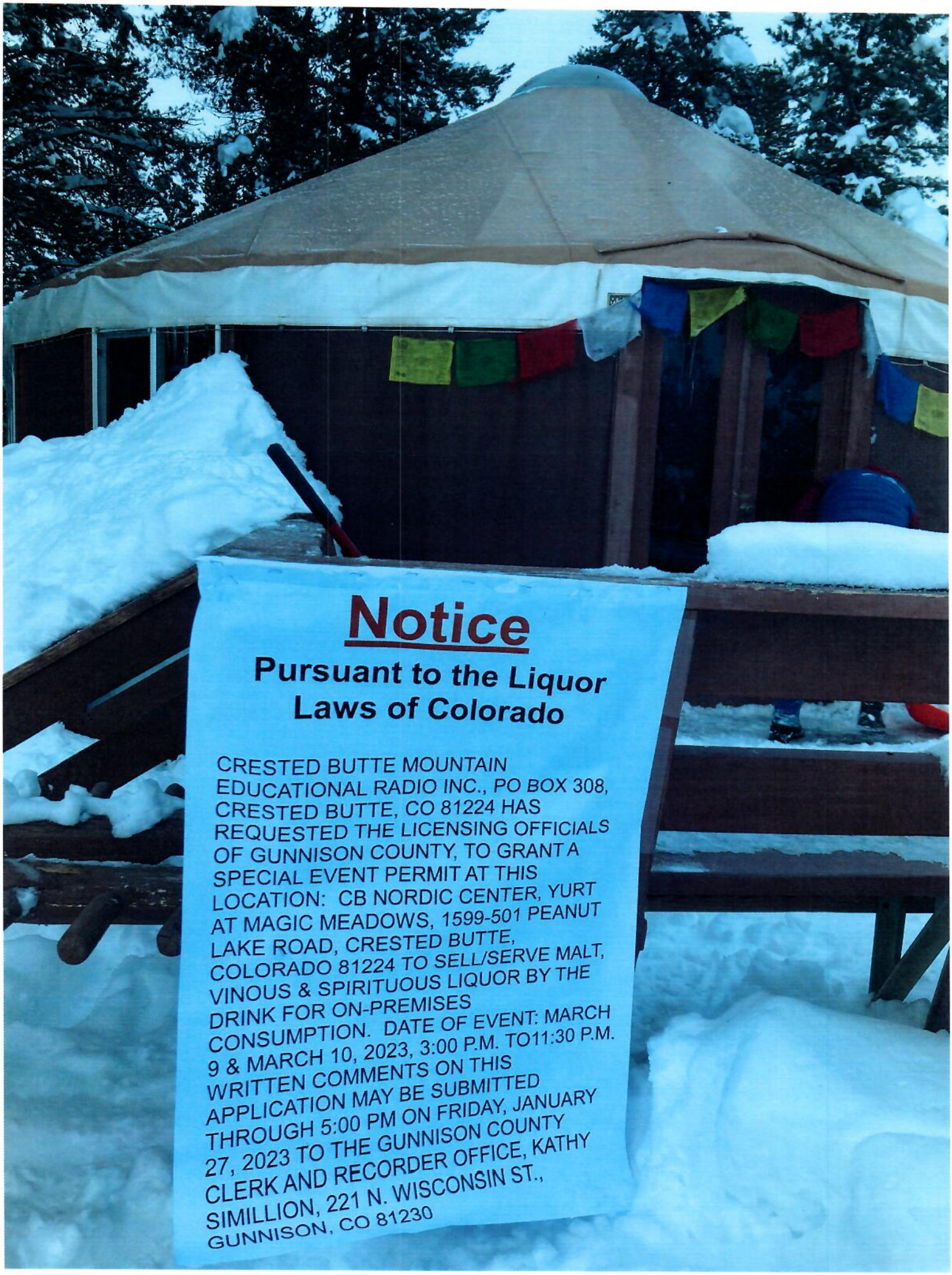
Signature: Kathy Semelia — Title: County Clerk — Date: 1-8-2023

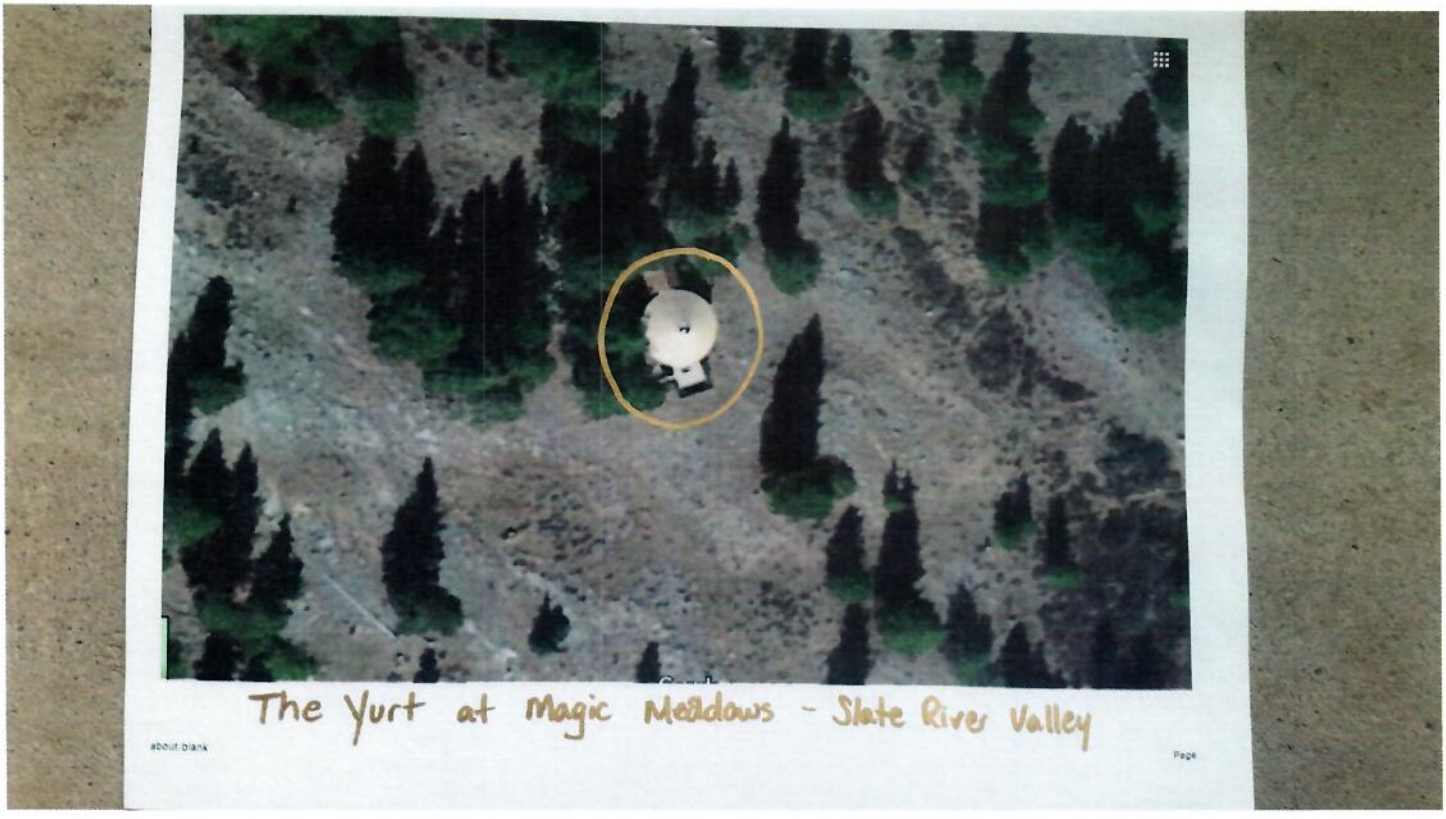
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number	Liability Date	State	Total
		0-750 (999)	$

(Instructions on Reverse Side)


Notice
Pursuant to the Liquor Laws of Colorado
CRESTED BUTTE MOUNTAIN EDUCATIONAL RADIO INC., PO BOX 308, CRESTED BUTTE, CO 81224 HAS REQUESTED THE LICENSING OFFICIALS OF GUNNISON COUNTY, TO GRANT A SPECIAL EVENT PERMIT AT THIS LOCATION: CB NORDIC CENTER, YURT AT MAGIC MEADOWS, 1599-501 PEANUT LAKE ROAD, CRESTED BUTTE, COLORADO 81224 TO SELL/SERVE MALT, VINOUS & SPIRITUOUS LIQUOR BY THE DRINK FOR ON-PREMISES CONSUMPTION. DATE OF EVENT: MARCH 9 & MARCH 10, 2023, 3:00 P.M. TO11:30 P.M. WRITTEN COMMENTS ON THIS APPLICATION MAY BE SUBMITTED THROUGH 5:00 PM ON FRIDAY, JANUARY 27, 2023 TO THE GUNNISON COUNTY CLERK AND RECORDER OFFICE, KATHY SIMILLION, 221 N. WISCONSIN ST., GUNNISON, CO 81230


The Yurt at Magic Meadows - Slate River Valley
about:blank
Page

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Early Childhoo

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Department of Early Childhood

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

Summary:

MOU with CDEC 1/1/23 - 6/30/25 for providing local Child Care Assistance program for Gunnison and Hinsdale Counties

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 2/2/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/2/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/2/2023

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 2/7/2023

Revised April 2015

COLORADO
Department of Early Childhood

MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

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

1. MOU MEETS PERFORMANCE CONTRACT REQUIREMENT

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

2. TERM

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

3. REQUIRED DUTIES OF THE COUNTY

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

b. The County will not restrict eligibility or the provisions of services, nor will it impose penalties that are inconsistent with State Statute or Federal law and applicable program regulations, including the process and penalties outlined in 9 CCR 2503-8, and 8 CCR 1403-1.

c. The County will maintain sufficient records and will permit CDEC or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDEC as specified in CRS §§ 6-17-100 and CRS §§ 26.5-4-118. The County must also continue to report to CDEC in accordance with the Code of Federal Regulations (CFR), title 45 of the Public Welfare Code, parts 98 AND 99, and State regulations, to include 9 CCR 2503-8, 8 CCR 1403-1 8 CCR 1403-1, 9 CCR 2501-1, and 11 CCR 2508-1, or any other applicable regulation promulgated by CDEC and must report to CDEC in the future, as required by law. In addition, counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.

d. As specified by Program regulations and State statutes, counties shall have flexibility in determining the approaches needed to achieve federal and state requirements and to utilize allowable local level policies to manage their budget within their CCCAP Allocation. The County agrees to provide CDEC with its adopted policies and any updated written information when, or if, changes to these policies are made in the Program. The County agrees to provide the information and policies as outlined in 8 CCR 1403-1 to CDEC prior to adopting the aforementioned policies and to update their Child Care Program County Plan when changes impact the administration of the Program.

e. In addition to what is required by statute or rule, the parties agree that information and policies provided by the County to CDEC, as described in paragraph (d) herein, are for informational purposes and are provided to assist CDEC in meeting its responsibilities, with respect to the Child Care Program. Nothing in this MOU gives CDEC the authority to require any county policies beyond what is required by statute, Program regulations, or the Child Care Program County Plan. The County acknowledges that CDEC has the right to review, comment upon, approve, or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.

f. The County will utilize the technical assistance, training, and reporting or tracking resources offered by CDEC in order to administer the Program and will meet performance measures of timeliness and accuracy.

g. The County will meet timely processing requirements as outlined in 8 CCR 1403-1. Timeliness requirements are measured from the date the county receives an application or re-determination.

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

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

4. DUTIES OF CDEC

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

b. CDEC will monitor the County's provision of child care services and, if necessary, perform the duties outlined in CRS §§ 26.5 Article 4, Part 1.

c. CDEC exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Child Care Automated Tracking System (CHATS) and its application relative to the Child Care Program. Because the State Child Care Automated Tracking System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be penalized or required to follow a remediation plan due to service disruptions or for erroneous decisions made by the State Child Care Automated Tracking System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of the amount of benefits, erroneous decisions resulting in overpayments and subsequent recoveries, and erroneous decisions resulting in underpayments and subsequent supplemental payments of claims.

d. CDEC will not penalize counties for not meeting the required eligibility performance measures when it is due to a system service disruption that impacts a county's ability to meet timeliness and accuracy rates.

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

e. CDEC will consider county recommendations and feedback provided to the Rules Advisory Committee (RAC) and/or RAC County Subcommittee related to proposed policies or proposed rule changes that may impact performance measures and help meet federal guidelines.

f. CDEC will formally communicate in writing the established Performance Measures by outlining the requirements for timeliness and accuracy via a Program memo.

g. CDEC will use valid data from the State Child Care Automated Tracking System and other sources, as necessary, to accurately calculate the County's performance measures. Prior to submitting its calculation to the federal government, CDEC will provide the County with the individual data variables and supporting information used in the calculations, so that the County may review the data to ensure the accuracy, validity, and proper calculation of the accuracy rates.

h. CDEC will provide counties with reports that summarize the results of the Quality Assurance

reviews on a monthly basis

i. CDEC will develop and provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program and to meet performance measures. A CDEC technical issue that cannot be resolved within 48 hours will be factored into a County's timeliness rate as a mitigating factor during the time that the issue is unresolved.

j. CDEC will develop and provide online, on-demand, or one on one training for Program staff.

k. CDEC will provide reports on County performance monthly.

l. The amount identified for a county's level of spending, as required by section 26.5-4-110(6) C.R.S., shall be identified annually in the Allocation Agency Letter.

m. CDEC will ensure that requests for CHATS Pilot/LMS or CHATS access for County CCCAP staff are processed within two (2) business days of the request.

n. CDEC will ensure, via agreement with LCO's, that Counties are only responsible for CCCAP timeliness once the application is received by the county.

5. JOINT CDEC AND COUNTY DUTIES

a. CDEC and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to timeliness and accuracy as described in Section 3.

b. As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federal and state performance requirements.

c. The State and the Counties will work together to ensure that the information entered and reported in the State Child Care Automated Tracking System and the Colorado Benefits Management System (for the purposes of data matching and Colorado Works Child Care cases) are as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider information in the applicable state systems.

6. REMEDIATION PLANS

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

i. Spending federal or state Child Care Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;

ii. Failing to meet the established performance measures;

iii. Restricting eligibility or the provision of services, or imposing penalties in a manner inconsistent with a federally compliant state law and state plan, and applicable program

regulation;

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

7. PENALTIES

a. According to CRS §§ 26.5-4-115, a county or group of counties may be penalized for not meeting any obligation under this performance contract and may include a reduction in a future county block grant allocation.

b. Subject to the limitations set forth herein, if CDEC is subject to a federal penalty, and the County's remediation plan was insufficient, CDEC may impose penalties on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:

i. Spending federal or state Child Care Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;

ii. Failing to meet the negotiated performance measures;

iii. Restricting eligibility or the provision of services, or imposing penalties in a manner inconsistent with a federally compliant state law and state plan, and applicable program regulation.

iv. Failing to meet timely processing and accuracy requirements as described in section 3.

c. A penalty will not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.

d. The county will not be penalized or required to follow a remediation plan if:

i. The County can demonstrate by a preponderance of evidence that CDEC provided inaccurate guidance, training, or data with regards to performance under this MOU; and,

ii. That the County's reliance on this information is the proximate cause for the imposed penalties. If the County can only demonstrate that it is the proximate cause for part of the penalty, the County will not be liable for that portion of the penalty.

iii. The CDEC fails to provide monthly timeliness reports to the County

8. PROCEDURES FOR IMPOSING A REMEDIATION PLAN OR PENALTIES

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

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

performance problem.

ii. If the County's remediation plan does not rectify the performance problem, CDEC may determine the appropriate level of penalty. CDEC shall take into consideration as a mitigating factor any alleged violation of a state regulation, if that regulation exceeds or conflicts with the requirements of the federal law. CDEC will provide the County one hundred eighty (180) days written notice of the proposed penalty before imposing any penalty. This notification will include the rationale of imposing the penalty, as well as all associated documentation, a calculation of the proposed penalty, and an indication of what constitutes a remedy or correction that will allow the County to avert the penalty, if any remedy or correction is possible. Upon receiving such notice, the County has ninety (90) days to contest, explain or offer evidence of mitigating factors, before CDEC imposes the penalty.

iii. If a penalty is imposed by the Federal Government as a result of a county's actions, CDEC will impose a penalty against that county proportionate to the county's responsibility which cannot be greater than that imposed by the Federal Government. If CDEC has incurred a penalty due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be penalized for its share of the penalty.

b. CDEC will provide the County with all documents received from the federal government related to any proposed or imposed federal penalty within twenty (20) days of receipt, together with all CDEC documents related to the actions giving rise to that federal penalty, or that related to the penalty process or how the County's share of the penalty was determined. If CDEC fails to provide the required documentation within the twenty (20) days, CDEC may not hold the County liable for that penalty.

9. CIRCUMSTANCES FOR CDEC ASSUMING ADMINISTRATION

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

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

b. If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion may ask CDEC to assume the County's administration and implementation of the Child Care Program.

c. If CDEC assumes the County's administration and implementation of the Child Care Program, it may retain the unused portion of the allocation that was provided to the County, as part of the County's block grant for its administration and implementation of the Program, in accordance with the formulas described in CRS §§ 26.5-4-110. CDEC will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS §§ 26.5-4-114.

d. CDEC has no authority to require counties to pay MOE (Maintenance of Effort) for any program other than CCCAP.

10. DISCRETIONARY MATTERS

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

11. SEVERABILITY

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

12. INTEGRATION OF UNDERSTANDING

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

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

13. NO THIRD-PARTY BENEFICIARY

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

14. DISPUTE RESOLUTION

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

DEPARTMENT DIRECTOR,

STATE OF COLORADO DEPARTMENT OF EARLY CHILDHOOD

_____

Executive Director or Designee

HINSDALE AND GUNNISON BOARD OF HUMAN SERVICES,

_____

Chairman, Jonathan Houck

ATTEST:

_____

County Clerk to the Board

Date: _____

Gunnison County Board of County Commissioners Calendar
(Two or more commissioners may be in attendance.)

Feb 7 – March 7, 2023
(as of 2/03/2023)

Board of County Commissioners

1. **BOCC Regular Meeting**
   February 7, 2023, All Day @ BOCC Boardroom
   More Details

2. **BOCC Work Session**
   February 14, 2023, All Day @ BOCC Boardroom
   More Details

3. **Commissioner Houck Out of Office**
   February 14, 2023, All Day
   More Details

4. **Joint Public Hearing (cont'd): Gunnison County Board of County Commissioners and the Gunnison County Planning Commission**
   February 16, 2023, 9:00 AM @BOCC Boardroom
   Starts at 9 am - Gregory Six Lot Subdivision
   More Details

5. **BOCC Regular Meeting**
   February 21, 2023, All Day @ BOCC Boardroom
   More Details

6. **BOCC Work Session**
   February 28, 2023, All Day @ BOCC Boardroom
   More Details

7. **BOCC Work Session**
   February 28, 2023, All Day @ BOCC Boardroom
   More Details

8. **Mayors & Managers Meeting - Hosted by Crested Butte Mountain Resort**
   March 2, 2023, 12:00 PM – 1:30 PM
   More Details

9. **BOCC Regular Meeting**
   March 7, 2023, All Day @ BOCC Boardroom
   More Details

Gunnison County Organization

1. **Holiday – Washington's Birthday – Offices Closed**
   February 20, 2023, All Day
   More Details

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   February 21, 2023, All Day @ BOCC Board Room
   More Details

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes: November 15, 2022 Regular Meeting

Action Requested: Motion

Parties to the Agreement:

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

Summary:

For your review, a draft of the November 15, 2022 regular meeting minutes. Thank you!

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/3/2023

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

Agenda Date: 2/7/2023

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
November 15, 2022

The November 15, 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	Matthew Birnie, County Manager
Roland Mason, Vice-Chairperson	Melanie Bollig, Deputy County Clerk
Liz Smith, Commissioner	Others Present as Listed in Text

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:30 am.

AGENDA REVIEW: No changes were needed to the agenda.

SCHEDULING: The December 13th meeting was canceled, due to the commissioners all attending the Colorado Counties Inc (CCI) Winter Conference on that date. Chairperson Houck reminded the Board that the budget will need to be adopted by December 15th. County Manager Birnie suggested they hold a special meeting on December 15th to adopt the budget. The Board approved that date, to begin the meeting at 8:30 am. Chairperson Houck also noted that the public hearing for the County budget would be held on December 6th, after 5:00 pm so that those who worked could attend. CM Birnie added that they would build the rest of the regular meeting that day backwards from the public hearing – to begin sometime in the afternoon.

Moved by Commissioner Houck to cancel the Board's December 13th Work Session, due to the fact that the full Board will be at the Colorado Counties Inc Winter meeting, and to then add a meeting on December 15th at 8:30 am to approve the final budget. Commissioner Smith seconded. Motion carried unanimously.

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

1. Acknowledgement of County Manager's signature; Professional Services Agreement; Jackalope Services LLC dba Bethany J Montlary; for Airport janitorial services; 11/1/2022 – 12/31/2023; up to $6,300 every 4 weeks
2. Approval for Professional Services Agreement; Axis Health Services; for Grasp Consortium collaboration services; 1/01/2022 – 11/07/22; up to $5,000
3. Approval for Colorado Department of Public Health and Environment Task Order 2023*2302; for Women's Wellness and HHS Family Planning Programs; 1/01/2023 – 6/29/2023; $8,807
4. Approval for Professional Services Agreement; Crested Butte State of Mind; for mental health scholarship services; 1/01/2022 – 11/07/2022; up to $36,000
5. Approval for Amendment #1 to Colorado Department of Early Childhood Contract, QAAA 178558; for revised language regarding advance payments in the Universal Pre-School program; 10/27/2022 – 6/30/2023
6. Approval for Contractor Agreement; Walter A. Sorrentino; for CBOE Hearing Officer services; 10/01/2022 – 10/01/2023; $65/hour and travel mileage
7. Approval for Contractor Agreement; Gunnison Valley Driver's Education; for Driver Training program; 11/15/2022 – 9/30/2023; up to $50,000
8. Approval for Colorado Department of Early Childhood Contract; Early Childhood Council; for Emerging and Expanding child care access grants; 11/01/2022 – 12/30/2024; $18,793
9. Approval for Trade Contractor Agreement; Christopher Klein Construction; for expansion of the horse stall building, replacing the quonset stall building as planned in the Fairgrounds Master Plan; 10/28/2022 – 6/30/2023; up to $294,317
10. Acknowledgement of County Manager's signature; Memorandum of Agreement between the Board of County Commissioners, the Board of Trustees of Gunnison Valley Hospital on behalf of the Senior Care Center, and the Regional Transportation Authority; for senior transportation services; 1/1/2023 to 12/31/2023; $300,000
11. Approval for Employer Application for Group Insurance and Policyholder Electronic Consent; Principal Life Insurance Company; New provider for 2023 Life/AD&D Insurance and Short-Term Disability; Effective date 1/01/2023
12. Approval for amended County Aid Agreement; Gunnison Valley Animal Welfare League; 1/01/2022 – 12/31/2022; $11,000

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie was present in the room for his report.

1. Permission for timing of Planning Commission applicant interviews. CM Birnie noted that they really had one more scheduling topic that he wished to receive direction for. He suggested that the interviews occur on November 22nd, after the budget planning session. The Board approved this

date, and Chairperson Houck noted that, if time was needed to go into the afternoon, they should do so. CM Birnie also advised the Board that they had advertised for two Planning Commission positions, but that there were now three openings to consider when interviewing.

2. Time set for the celebration of the airport project completion. CM Birnie informed the Board that the celebration was set for Friday, December 9th at 4:00 pm, and noted that this will be after all flights so that TSA will open up the terminal even on the secure side so that attendees will be able to tour even the secure side and see the new mural. Chairperson Houck then urged his fellow commissioners to reach out to their community and municipality partners to invite them to the celebration.

SAWTOOTH PHASE I BOUNDARY LINE ADJUSTMENT PLAT: Assistant County Manager for Operations & Sustainability, John Cattles, was present in the room for discussion and to answer any questions the Board might have.

Chairperson Houck reminded those present that this project is on property adjacent to the fairground property.

ACM Cattles explained that they were completing a boundary line adjustment which consolidates several lots into 6 building lots which conform to the City's codes and their zoning. This adjustment would be for the 400 block, which is Phase I; after that, Phase II will be for the 500 block. As the owner this time, the County needed to approve it first, so that it could then be adopted by the City and recorded.

Chairperson Houck noted that the Board had all the information included in their meeting portfolio; none of the commissioners had any further questions regarding the adjustment.

Moved by Commissioner Mason to approve the Sawtooth Phase I Boundary Line Adjustment Plat, with the chair's signature. Seconded by Commissioner Smith. Motion carried unanimously.

Chairperson Houck then signed the plat, and asked ACM Cattles to give a brief overview of progress on the site.

ACM Cattles then reported that they were under contract with Fading West for development of units – in production within the next weeks. Units were set to be delivered to the site in the middle of March 2023, with more units set to come every three to four weeks. At the mid- to end-of-March 2023, the County would catch up with foundation work for the units, and ACM Cattles noted that some site work would need to be done to make the units ready for occupancy, estimating first occupancy ready in June, with final occupancy of all 18 units by the end of October 2023. He also briefly went over what was involved in preparing the units on-site.

SUBDIVISION APPLICATION; LUC-20-00037; RESOLUTION APPROVING THE APPLICATION FOR SUBDIVISION FOR LUC-20-00037, PAMELA AND JAY JAYNES: Assistant County Manager for Community & Economic Development, Cathie Pagano, was present in the room for discussion and to answer any questions the Board might have. Also present in the room was Attorney David Leinsdorf, representing the applicants. Applicants Jay and Pamela Jaynes were present remotely on Zoom.

Chairperson Houck introduced the item by noting that this application had gone through the LUR process, with the commissioners having attended several joint planning commission meetings and public hearings regarding this application. They would now be making a decision to: a) approve, b) to approve with conditions, or c) to ask for another public hearing for the BOCC.

Attorney Leinsdorf noted that recent changes had reduced the building footprint and visual impact – a guest house had been deleted from the plans, the garage size was reduced so that the entire structure would now be a combination of 5,000 sq ft maximum for house and attached garage, and the maximum height of the building on tract 2 would be lessened to reduce the visual impact.

Chairperson Houck and the rest of the Board noted that these adjustments helped and the BOCC may not require another public hearing. Commissioners Mason and Smith supported the changes and lack of another hearing as well.

The Board then discussed with ACM Pagano and Attny Leinsdorf the impact of this decision for this neighborhood's future development, and what impact this would have for what the Planning Commission might see in the future. ACM Pagano noted that the reduction in the overall size and height reduced the potential visual effect, and two parcels at 18+ acres created an impression of what the future neighborhood would look like. The commissioners expressed support for the larger parcels and that there would not be a second group of buildings on an adjacent parcel, adding that there would be much less impact for the traffic coming into that area. They all expressed a desire to see development as far away as possible from the highway at that location, and highlighted that the community has been very clear on minimizing the impact on the highway corridor there.

The Board reviewed with ACM Pagano the definition of neighborhood and neighbor, smaller parcels across the street, maintaining the impact and increased future demands for the corridor, locational and density standards, and whether the highway qualified as a boundary in this instance. Chairperson Houck then redirected the conversation back to the issue of the application, stating that this does not come down to square footage, rather the issue was creating smaller parcels within the corridor. Commissioner Smith and Mason agreed with this.

Commissioner Smith asked if there was any tool in the Land Use Resolution, as written currently, that would protect against any future proposal if the application was passed. County Attorney Matt Hoyt advised that no, this would be a precedent for the area. It was also noted that the Planning Commission had approved this application only by a narrow 3-2 vote.

With no further questions, it was **moved** by Commissioner Mason to deny the Subdivision Application LUC-20-00037. Seconded by Commissioner Smith. Chairperson Houck emphasized that this decision was based on the information given to them; it was a land decision and not a personal one, based on the LUR guidelines and community goals to keep the corridor relatively intact. Motion carried unanimously.

Applicant Pamela Jaynes, when addressed by Chairperson Houck, stated that she did not understand the decision, and did not agree with the Board's definition of neighbor/neighborhood, saying that she and her closest neighbors did not see the highway between them as a boundary.

UNSCHEDULED CITIZENS: There were no one present either in the room or remotely via Zoom to offer comments.

COMMISSIONER ITEMS:

Commissioner Mason

1. Attended the latest RTA meeting. Commissioner Mason reported that they had discussed several topics, but primarily the issue centered on the inequity of 18 runs per day in the summer versus 35 runs in the winter. This was creating an inequity in retaining bus drivers year-round, so they were hoping to create a more consistent year-round schedule. Commissioner Mason stated that the Board voted to create 28 runs in the summer and 36 in the winter. He noted that this would mean their sub-contractor – Telluride Express – would be able to hire 28-30 full-time drivers. In coordination with this, they were looking at workforce housing and buying 11 units to house drivers. Presently, Telluride Express was recruiting from Montrose, with several interested once five units in Lazy K were opened. RTA was also looking at a 5-plex on West Denver, and one unit in Crested Butte had been purchased for administration. Commissioner Mason added that this increased their budget by $400,000 to $500,000 per year, which would keep the budget tight for the next five years.
2. Received an email from Airport Director Rick Lamport. Commissioner Mason stated that the email update informed him JSX Airlines had approved $180,000 to bring in flights from Austin, Texas, contingent on signing a contract with the airport. CM Birnie let him know that the contract had just been signed, and Commissioner Mason expressed his hope it would be as successful as the Dallas-Love flights were.
3. Continuing construction on a transfer station in the Whetstone Industrial area by Riverland. Commissioner Mason reported that the station was being built so Bustang interregional bus service could have a bus route from Gunnison to Denver, and Gunnison to Montrose and Grand Junction, which would be a valuable added service for the area.
4. Attended a town-hall style meeting in Marble. Commissioner Mason reported that he and Commissioner Smith had attended; there had been low attendance due to bad weather. He stated that the topics included short-term rentals, noise, trash, septic system issues, and utilizing Region 10 grant writing consultants to aid in obtaining funds for infrastructure service expansion. Funding for the historic preservation of their jailhouse and mill site was also looked at. Another issue brought to light at the meeting in Marble and also discussed by the BOCC at this meeting involved the possibility of Marble receiving funding to help with behavioral health at the charter school in Marble. Currently, they relied on facilities in another county, but really needed funding for this through Gunnison County. Commissioner Mason informed the Board that Marble was seeing a disproportional increase in need for these services, as children were being brought there from outside areas for assistance.
5. Gunnison Valley Regional Housing Authority meeting. Commissioner Mason informed those present that he had been unable to be at last Thursday's meeting; however, he had been informed that the main topic had been the MOU with the towns and the county which added an increase of payments to the Housing Authority. Commissioner Mason stated he had also reminded the GVRHA to start looking for a replacement for president right away, as his term as commissioner was about to finish.

Commissioner Houck: Chairperson Houck elected to begin one of his topics, so that ACM Pagano might not have to be kept waiting longer.

1. Another death on Highway 135. Commissioner Houck highlighted the tragedy of a recent death occurring on Hwy 135, and noted that many in the community had reached out to ask what the county is doing to help with this issue. He then asked ACM Cathie Pagano what is currently being done to develop a connection from Crested Butte South to Crested Butte.

   ACM Pagano replied that the county had for some time been working on developing a multi-modal trail connection from CB to CB South. She explained that they did have funding allocated for this year (2022) and next year (2023). Colorado Department of Transportation (CDOT) had given $125,000 for trail planning work; currently, the county had three submitted proposals being considered. The Sustainable Tourism and Outdoor Recreation (STOR) committee was also gearing up to assist, and ACM Pagano stated that she hoped this would be kicked off in the new year, though she was unclear exactly when CDOT would have a contract ready.

   CM Birnie added that the highway is a CDOT road; Commissioner Houck expressed the desire to keep leaning on CDOT to make them aware that this highway area is a unique situation.

Commissioner Smith

1. Marble meeting and curiosity about Ballot Item 6a, passed in the November 8th election. Commissioner Smith added to the earlier report on the Marble meeting by Commissioner Mason. She reported that the group in Marble was curious to see what the future Local Marketing District allotments might be, as historically, Marble has been given whatever tax funds were collected for their area. Commissioner Smith added that she hoped 6a's passing will be an opportunity for much more definition about how the funding can be leveraged, noting that Marble had the Lead King Loop and accommodation for OHV's etc. to consider, as well as Wild & Scenic designation ready to move forward.

   Commissioner Mason then added that those from Marble who attended were also very appreciative that three people from the county – Commissioner Smith, Commissioner Mason and Assistant County Manager for Public Works Martin Schmidt – had come over in a snowstorm to attend their meeting.
2. Southwest Colorado Opioid Regional Council meeting. Commissioner Smith reported that currently the group was working on the Opioid IGA, coordinating with the county's Finance Department and County Attorney Matt Hoyt in order to find a way for the counties to receive their settlement funds without them needing to pass first through the municipalities. Commissioner Smith also noted that Gunnison County Substance Abuse Prevention Project (GCSAPP) Manager Kari Commerford would be meeting on December 30th with the group to discuss facilitation of their two-year plan.
3. Attended the State Noxious Weed Advisory meeting in Broomfield, Colorado last Tuesday. Commissioner Smith stated that this was the start of their grant cycle and the advisory had been able to see some interesting innovations, including drones that are able to do spraying.
4. Trip to Chicago on Thursday, November 17th. Commissioner Smith let the Board know that she and Gunnison Valley Regional Housing Authority Director Andy Kadlec were headed to Chicago to look at mobile home park policy and how the county might be able to enhance its protection locally.

Commissioner Houck (cont'd)

2. Gunnison Sage-grouse work. Commissioner Houck reported that he, CA Matt Hoyt and Wildlife Biologist Jim Cochran had participated as a cooperating agency in several meetings regarding the BLM Gunnison Sage-Grouse Resource Management Plan (RMP) Amendment and Environmental Impact Statement (EIS). Commissioner Houck noted that he would have more to report as things developed.
3. Attended a Western Slope water summit in Montrose, Colorado last Wednesday. Commissioner Houck stated that the summit was well-attended, and projections from Andy Mueller at the River District were very useful. Commissioner Houck noted further that viewpoints of water and climate change in the west varied, but it was helpful to see what others projected.
4. Participated with County Attorney Matt Hoyt in a Colorado Counties Inc (CCI) land use discussion. Commissioner Houck noted that part of the discussions revolved around which land use topics belonged to the counties and which belonged to the state. The discussion helped to work through several issues and get an idea for how counties with a collective voice will react. He thanked CA Hoyt for lending his time and contributing his legal expertise to the discussion.
5. Attended a National Association of Counties (NACo) public lands meeting. Commissioner Houck explained that he had participated as a representative for Colorado, adding that it was a challenging time with people's varied perspectives on public land use.
6. Reminders for the Commissioners. Commissioner Houck reported that he was finishing up a letter to the Town of Crested Butte regarding the RV dump site. He noted that Commissioner Smith was working on revision comments for their strategic plans, and then he asked Commissioner Mason to think about how he would like to hand over his work-in-progress to the new commissioner-elect, Laura Puckett Daniels. Commissioner Houck and Commissioner Mason briefly discussed several items, including Commissioner Mason's work with the Housing Authority, RTA, Region 10 and the Lead King Loop working group. Commissioner Houck stated that this might be a topic for a work session.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners regular meeting at 10:05 am.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes: Nov 22, 2022 Special Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

For your review, the special meeting minutes for November 22, 2022

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/1/2023

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

Agenda Date: 2/7/2023

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
November 22, 2022

The November 22, 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	Matthew Birnie, County Manager
Roland Mason, Vice-Chairperson	Melanie Bollig, Deputy County Clerk
Liz Smith, Commissioner [REMOTE]	Others Present as Listed in Text

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:30 am. Commissioner Smith had not yet joined the meeting remotely via Zoom.

TREASURER'S REPORT: County Treasurer Debbie Dunbar was present via Zoom, for discussion and to answer any questions from the Board.

With no questions from the Board and nothing to highlight from the Treasurer, it was **moved** by Commissioner Mason, seconded by Commissioner Houck, to accept the Treasurer's Report and authorize the chair's signature on the report. Motion carried.

VOUCHERS AND TRANSFERS: Senior Accountant Kelly Weak and Chief Financial Officer Perry Solheim were present in the room to answer any questions the Board might have. Commissioner Smith also joined the meeting via Zoom at this point.

1. **November 2022 Accounts Payable Report. Moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the November 2022 vouchers in the amount of $6,344,969.11. Motion carried unanimously.
2. **September 2022 Purchase Card Report.**
3. **October 2022 Cash Transfer Report. Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the October 2022 cash transfers in the amount of $10,109,336.41. Motion carried unanimously.
4. **Sales Tax - LMD Reports.** Commissioner Mason noted that the unincorporated areas of the county were continuing an upwards trend in sales tax revenues, as opposed to no increases for most of the other areas in the report. Commissioner Smith wondered if the unincorporated areas' increases were partly due to the online sales being up. This was confirmed by CFO Solheim and Sr Accountant Weak. The Board and County Manager Birnie briefly discussed the "cooling" trend in revenues at this point.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners Special Meeting at 8:35 am.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Public Health

Action Requested: County Manager Signature

Parties to the Agreement: CDPHE

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

Summary:

HHS would like to apply for STEPP tobacco prevention funding on behalf of the WCPHP for $350,000

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 2/1/2023

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/2/2023

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

Agenda Date: 2/7/2023

Revised April 2015

HEALTH AND HUMAN SERVICES DEPARTMENTS
Human Services Phone: (970) 641-3244 Fax: (970) 641-3738
Public Health Phone: (970) 641-0209 Fax: (970) 641-8346
225 N Pine St, Gunnison, CO 81230
Website: www.GunnisonCounty.org

TO: MATTHEW BIRNIE, COUNTY MANAGER

THROUGH: JONI REYNOLDS, HHS DIRECTOR; BRAD WHEATON, DEPUTY HHS DIRECTOR, MARGARET WACKER, COMMUNITY HEALTH MANAGER

SUBJECT: REQUEST FOR APPROVAL FOR CDPHE TOBACCO PREVENTION GRANT

DATE: FEBRUARY 2, 2023

The Health and Human Services Department would like to request to apply to CDPHE for the Tobacco Prevention grants regionally for $350,000 on behalf of the West Central Public Health Partnership. This grant would include staff time for the Regional Grants Coordinator to be the main point of contact for the grant deliverables, as well as funding locally for Juvenile Services staff doing tobacco prevention work.

It would include anticipated subcontracts with Silver Thread Public Health District, Delta, Ouray and San Miguel counties.

Budget first draft and Signature Authority Form is due 2/10/23, grant term is 7/1/2023 – 6/30/2022.

Signature Authority Form

By signing this form, the assigned or appointed Signature Authority confirms that they have reviewed and approved the submission of all required materials for the FY24-FY26 Colorado State Tobacco Education and Prevention Partnership Program (STEPP) LHA mini-application.

Organization/agency name:_____

**Signature of authorized agency representative: _____

**If not an apparent authority, the applicant will need to provide a Signature Authority letter.

Date: _____

Applicants must submit this form via email to cdphe_stepp_pg@state.co.us no later than 5:00pm MDT on November 4th, 2022.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Trade Contractor Agreement; CML Secur

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: CML Security, LLC

Term Begins: 1/23/2023 **Term Ends:** **Grant Contract #:**

Summary:

This is for the Detention Security System Retrofit Project, with work scheduled to begin April 1, 2023. All cameras and intercoms will be replaced from analog to digital, along with additional camera angles to cover blind spots.

Fiscal Impact: $267,475

Submitted by: Chris Lindner **Submitter's Email Address:** clindner@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 2/1/2023

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

Comments:
Legally sufficient. SO 1/26/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 1/26/2023 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/1/2023

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

Agenda Date: 2/7/2023

Revised April 2015

TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 23rd day of January 2023, by and between the Board of County Commissioners of the County of Gunnison, State of Colorado (the "County"), and CML Security, LLC ("Contractor").

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the County and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform all work in accordance with **Exhibit A**, which is attached hereto and incorporated by this reference, including furnishing all supervision, labor, equipment and materials therefor (the "Project").

Section 2. Contract Documents. The Contract Documents, which comprise the entire agreement and contract between the County and Contractor, consist of this Agreement and Exhibit A; Invitation for Bids/Request for Proposal, Bid Schedule Performance and Payment Bond, Notice of Award; Notice to Proceed; Contractor Proposal dated July 25. 2022; general conditions, special conditions, measurement, payment, and technical specifications and drawings; and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

Section 3. Agreement Price. The County has appropriated the money necessary to fund this project. The County shall pay the Contractor in current funds for the performance of the work, subject to any additions and deletions, by written change order, the total sum not to exceed Two Hundred Sixty-Seven Thousand Four Hundred Seventy-Five Dollars ($267,475) the "Original Contract Amount"). Notwithstanding anything to the contrary contained in this Agreement, no change order or other form of directive by the County requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the Original Contract Amount, shall be valid unless the Contractor is given written assurance by the County via an Amendment that lawful appropriations have been made by the County to cover the cost of the additional work.

Section 4. Non-appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation. Financial obligations of the County payable after the current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.

Section 5. Times and Methods of Payment.

a. Progress payments shall be made in proportion to services rendered and shall be due and owing within thirty (30) days of Contractor's submittal of a monthly invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice.

b. If the County fails to make payments due Contractor within forty-five (45) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

Section 6. Final Payment. The County shall make final payment, including release of retainage, to Contractor when the Project is complete and finally accepted by the County. Final payment shall be made to Contractor no later than sixty (60) days following the completion and acceptance by the County.

Section 7. Final Acceptance. Final acceptance of the Project shall follow inspection and approval of Contractor's performance by the County, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements, if necessary. The County shall have the right and authority to determine the acceptability of Contractor's performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Final acceptance by the County is subject to the provisions of this Contract and C.R.S. § 38-26-107, as amended, and in no manner affects or releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the County for final acceptance and provided County has made payments to Contractor of all undisputed amounts, shall be delivered free from any and all claims or encumbrances whether then in existence or later established by law, statute, ordinance or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance provided County has made payment of all undisputed amounts owed at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the County and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, materialman, equipment supplier, manufacturer or other person.

Section 8. Commencement and Completion of Performance. This agreement shall run for the term of January 23, 2023 thru December 31, 2023. The services called for shall commence on April 1st, 2023 and end on June 1st, 2023 (44 workable working days). Contractor shall commence any work requested by the County within ten (10) days of notification by the County. In the event Contractor fails to commence work within this time period, and following written notice to Contractor, the County may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the County and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed. If Contractor shall fail to complete the work within the contract time, or extension of time granted by the County, due to the fault of Contractor or those for whom Contractor is responsible, then

Contractor shall pay to the County the amount of liquidated damages and not as penalty the sum of zero Dollars ($0) for each calendar day beyond the end date identified above that Contractor fails to complete its work under this Agreement.. The County will charge Contractor and may deduct from the partial and final payment for the work, all substantiated architectural, engineering and construction management expenses incurred by the County in connection with any work accomplished after the specified completion date.

Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and Contractor has promptly given written notice of such delay to the County:

a. to any preference, priority or allocation order duly issued by the County; and

b. to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not restricted to, unforeseen conditions, acts of God or of the public enemy, acts of the County, fires, floods, epidemics, pandemics (including but not limited to COVID-19), quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

Section 9. Termination.

a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided, that no such termination may be effected unless the other party is given:

i. not less than ten (10) calendar days' written notice of intent to terminate, and

ii. an opportunity for consultation with the terminating party prior to termination.

b. This Agreement may be terminated in whole or in part in writing by the County for its convenience.

c. Upon receipt of a termination action pursuant to paragraphs a. and b. above, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise), and the County may take over the work and prosecute the same to completion by agreement with another party or otherwise. Should the County terminate this Agreement pursuant to paragraphs a. and b. above, Contractor shall be entitled to payment for work completed prior to termination and work in progress, including earned profits, costs of demobilization, and any material restocking or return charges.

d. ***Pandemics.*** The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes effective immediately. Failure to abide by such requirements may result in termination of the Agreement.

Section 10. Taxes, Licenses, Permits and Regulations. In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefore, unless otherwise specified by the County. The County shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Agreement Price. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. § 39-26-708, Contractor and subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the performance of work on the Project and, particularly, in complying with those laws concerning the environment, workers' compensation, safety and health, state labor and materials, and equal employment opportunity.

Section 11. 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.

Section 12. Indemnification. The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the County, its elected and appointed officials, officers, employees, and agents, and their insurers, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Contract; provided, however, that the Contractor need not indemnify or save harmless the County, its elected and appointed officials, officers, employees, and agents, from damages resulting from the negligence of the County's elected and appointed officials, officers, employees, and agents, and their insurers, and employees. The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever.

The Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands, at the sole expense of the Contractor, or, at the option of the County, agrees to pay the County or reimburse the County for the defense costs incurred by the County in connection with any such

liability, claims or demands. The Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

Section 13. Insurance. The Contractor agrees to procure and maintain, during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor, pursuant to Section 1 of Exhibit A. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands or other obligations assumed, pursuant to Section 1 of Exhibit A, by reason of its failure to procure and maintain, during the life of this Contract, insurance in sufficient amounts, durations or types.

The Contractor shall procure and maintain, during the life of this Contract, for itself and any subcontractor, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the County. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor, pursuant to this Agreement. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Workers' Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during Term of this Agreement. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this Paragraph.

b. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars ($2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars ($2,000,000) for all damages arising out of injury to or destruction of property, including the County's property during the policy period.

The Commercial General Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision.

c. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000) each occurrence, and One Million Dollars ($1,000,000) aggregate with respect to each of the

Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

The policy required by Paragraph b. above shall be endorsed to include the County, whether private or governmental, its officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies) or entity(ies) deemed necessary by the County as additional insureds. The Contractor shall be solely responsible for any deductible losses under any policy required herein.

Every policy required above shall be primary insurance, with the exception of Workers' Compensation, and any insurance carried by the County, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the policy required by Paragraph b. above shall contain any exclusion for bodily injury or property damage arising from completed operations.

The certificate of insurance provided by the Contractor shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be reviewed and approved by the County prior to commencement of the Contract. No other form of certificate shall be used. The certificate shall identify this Contract and the coverages afforded under the policies. The completed certificate of insurance shall be on file with the County two (2) weeks prior to the date of the Contract and shall be sent to:

Gunnison County Attorney's Office
200 E. Virginia Ave
Gunnison, CO 81230

It is the affirmative obligation of the Contractor to notify the County, as provided in this Contract, a copy of the notice, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Contract, and failure to do so shall constitute a breach of this Contract.

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Contract or, at its discretion and following written notice, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand, or the County may offset the cost of the premiums against any monies due to the Contractor from the County.

The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars ($424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars ($1,195,000) for any injury to two or more persons in any single occurrence; except that, in such

instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars ($424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

Section 14. Performance and Payment Bond. Contractor shall provide to the County, prior to commencement of performance, a Performance and Payment Bond acceptable to the County in the full amount of Two Hundred Sixty-Seven Thousand Four Hundred Seventy-Five Dollars ($267,475), including provisions for any adjustment thereof in accordance with the terms of this Agreement. Contractor shall obtain such bond on the County's behalf, separate and apart from any similar bonds or surety or warranty agreements entered into independently between the County and any manufacturer or supplier.

Should an Extension(s) or Amendment(s) be completed on this Agreement that increases the amount of the compensation, the Contractor shall request additional bonding capabilities from their Bonding Agent to reflect the amended contract amount as required by C.R.S. § 38-26-106 and the Contractor shall be responsible for paying any fees associated with the increase in the bonding amount, which shall be reimbursed to Contractor by County.

Section 15. Government Immunity. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

Section 16. Prohibited Terms. Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109, C.R.S.

Section 17. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to the County all workmanship, equipment and materials on or made a part of the Project and its structures for a period of one (1) year from and after the date of final acceptance of the work by the County, as provided by this Agreement.

Section 18. Subcontractors. All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement. In all events, Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from the County, Contractor shall disburse the same immediately to subcontractors without any requirement of the County to supervise the same. The County may,

but shall not be obligated to, require Contractor to furnish lien waivers, conditioned upon receipt of payment, for the work performed or materials furnished by subcontractors or materialmen prior to payment of progress payments or final payment. No contractual relationship shall exist between the County and any subcontractor because of the subletting of any part of the Project work.

Section 19. Change Order. There shall be no increase in price or change in the scope of work described herein without a written change order issued by the County along with the County's written assurance that lawful appropriations have been made by the County to cover the cost of any additional work or materials described in the change order and an Amendment has been completed. The Parties agree to work in good faith with each other so that Contractor does not perform unauthorized change work and that Contractor receives reasonable compensation for properly authorized change work.

Section 20. Amendment. This Agreement may be amended from time to time by agreement between the parties hereto. No amendment, modification or alteration of this Agreement shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Section 21. Work Rules.

a. Contractor shall perform all work hereunder in keeping with the rules and regulations that the County may promulgate at any time for the safe, orderly and efficient conduct of all operations.

b. The County shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his subcontractors who, in the discretion of the County, is not qualified to perform the work assigned to him, is guilty of improper conduct, or is not working in harmony with the other trades.

c. Nothing contained in this Agreement shall constitute Contractor as being an employee of the County, nor shall any employment relationship between the County and Contractor be created by the terms hereof.

d. Contractor is responsible for the safety of any of its materials, tools, possessions and rented items stored on the job site, and for protection of the Project, and shall hold the County and its authorized representatives harmless from any damage or loss incurred thereto.

e. Contractor shall promptly pay in full for any and all damage caused to the Project site by Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services or instruments for whose actions Contractor is responsible hereunder.

f. No material, equipment, tools, supplies or instruments, other than those belonging to or leased by Contractor, will be removed from the Project site by Contractor without the prior written approval of the County.

g. Contractor agrees to report immediately to the County, in writing, any and all property damage and/or personal injury that occurs on the Project site during the course of Contractor's performance.

Section 22. Assignment. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the County. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

Section 23. Nondiscrimination. The Contractor will take affirmative action to not refuse to hire, to discharge, to promote or demote, to harass during the course of employment, or to discriminate in matters of compensation, terms, conditions, or privileges of employment against any employee, subcontractor, or applicant for employment because of race, color, sex, sexual orientation, gender identity, gender expression, age, religion, disability, national origin or ancestry, as provided by Colo. Rev. Stat. § 24-34-402 (1)(a). Contractor agrees to comply with all applicable Federal and State statutes and regulations concerning non-discrimination.

Section 24. Severability. If any term, section or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 25. Waiver. No waiver by either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 26. Personally Identifiable Information (PII). If the Contractor or any of its Subcontractors will or may receive PII under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq*.

Section 27. Remedies. None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts. 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. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition

to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law, including, but not limited to, tort remedies. The Contractor agrees that the economic loss rule shall not serve as a limitation on the County's right to pursue tort remedies in addition to other remedies it may have against the Contractor. Such rights and remedies shall survive the acceptance of the Work or any termination of this Agreement. Contractor further specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes, regarding defects in the Work under this Agreement.

Section 28. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Section 29. Entirety. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings or agreements pertaining to such matters are merged into and are superseded by this Agreement.

{REMAINDER OF PAGE LEFT BLANK – SIGNATURES ON NEXT PAGE}

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONTRACTOR:

By: Cory Solberg
Cory Solberg (Jan 24, 2023 13:36 MST)

Cory Solberg
[*name/title*]

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

_____
Notary Public

S E A L

ATTEST: Clerk to the Board

_____

Date: _____

GUNNISON COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

EXHIBIT A to Agreement between the County and CML Security, LLC.

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:

- Replacement of 60 existing (55 interior, 6 exterior) cameras
- Addition of 3 new camera angles
- Replacement of 128 intercoms with 11 paging zones
- Integration with existing command and control software (for intercoms, cameras, and door locks) in Tower.
- Project Closeout: Initial training on usability, training on routine maintenance of equipment, explanation of warranties and as-built drawing documentation, obtaining operational manuals, etc.
- Contractor will supply all necessary equipment, supplies, and labor

In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. **Time of Performance.** The services of the Contractor shall commence (choose one):

☒ As of the date of this Agreement.

☐ As specified in a Notice to Proceed to be provided by the County.

☐ As of the following date: _____, 20___, (this is a workable working day contract; and shall be completed within _____ workable working days).

The services of the Contractor shall be completed, or shall end, by Dec 31, 2023, at which time the County shall have the option to renew the Agreement for four additional one-year terms under the same terms and conditions of the original Agreement, except for those terms and conditions regarding the price of the work to be performed, by issuance of an Extension Letter. Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor and will be exercised only when such continuation is clearly in the best interest of the County.

3. **Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

☒ Phased payments for completed work billed monthly as work is completed and accepted by the County on a percentage basis of the total work.

☐ Hourly rate: $_____/hour or as outlined in the attached document.

☐ Lump sum payment upon completion: $_____.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed $267,475.

4. **Notices of Termination.** Notices of termination shall be given at least ten (10) days before the effective date of termination.

5. **Additional Insurance Requirements.**

☐ Protective Liability and Property Damage Insurance covering the liability of the County, including any employee, officer, or agent of the County, with respect to all operations under the Agreement by the Contractor or his subcontractors, shall be procured and maintained during the life of the Agreement. The limits of the County's Protective Liability Policy, to be provided by the Contractor, as described in Section 14, shall be increased to the same limits for the Contractor's Commercial General Liability Insurance. **Check box if required only.**

☐ Professional Liability Insurance is required. If Contractor's scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission in performance of the professional services with the required minimum limits of One Million Dollars ($1,000,000) each claim and Two Million Dollars ($2,000,000) annual aggregate, and Contractor shall maintain such coverage for at least two (2) years from the termination of this Agreement. **Check box if required only.**

☐ Umbrella Liability Insurance is required: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Contractor's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of: One Million Dollars One Hundred Ninety-Five Thousand ($1,000,000) each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of County. **Check box if required only.**

☐ Protected Information: If Contractor's scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, Contractor shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than One Million Dollars ($1,000,000) each occurrence; and Two Million Dollars ($2,000,000) general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of County. **Check box if required only.**

☐ Pollution Liability: If Contractor's scope of work includes any pollution liability exposure, Contractor must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained

in this Agreement. Coverage shall include Additional Insured status in favor of County, its agents and employees and a Waiver of Subrogation in favor of additional insured parties the policy shall be written with a limit of liability no less than One Million Dollars One Hundred Ninety-Five Thousand ($1,000,000) each occurrence and aggregate. **Check box if required only.**

☐ Crime Insurance: If Contractor's scope of work includes Contractor or Contractor's employees' involvement with money or securities of County, Contractor shall provide and maintain Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the Contractor, in an amount of not less than One Million Dollars ($1,000,000) single limit. Commercial Crime Coverage shall include third party liability coverage and list County as a loss payee. **Check box if required only.**

☐ Builders Risk: The Contractor shall purchase and maintain All Risk Builder's Risk insurance upon the entire Project to One Hundred Percent (100%) of the insurable value thereof for the benefit of the Owner and the Contractor. Such insurance shall include any and all direct damage to all structures under construction (including temporary structures) and all materials, supplies, machinery, and equipment at the work site which are or will be incorporated in the work, which is caused by hazards such as but not limited to, the hazards of fire, lightning, wind, earthquake, flood, vandalism, malicious mischief, and other hazards included in a standard Extended Coverage Endorsement. **Check box if required only.**

☒ Subrogation Waiver: All insurance policies secured or maintained by Contractor in relation to this contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against the county, its agencies, institutions, organizations, officers, agents, employees, and volunteers. **REQUIRED.**

Waiver of Workers' Compensation Insurance Requirements. Check box for Sole Proprietors only.

☐ A Waiver of Workers' Compensation Insurance is required only when a Contractor is a sole proprietor and has no employees. This form must be requested from the Contracts & Procurement Division.

6. **Addresses for Notices.** The addresses for Notices are as follows:

To the County: Gunnison County Attorney's Office
200 E. Virginia Ave
Gunnison, CO 81230

AND

To the Contractor: CML Security, LLC
1785 W. 160th Avenue, Suite 700
Broomfield, CO 80023
Attn: Cory Solberg (csolberg@cmlsecurity.us)

7. **Special Conditions.**

☒ No special conditions

☐ Special Conditions are as follows:

CML - Trade Contractor Agreement

Final Audit Report 2023-01-24

Created:	2023-01-24
By:	Chris Lindner (clindner@gunnisoncounty.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgrNmgOcFN98SpDSDV5DNhoRhfY17olO8

"CML - Trade Contractor Agreement" History

Document created by Chris Lindner (clindner@gunnisoncounty.org)
2023-01-24 - 7:56:07 PM GMT- IP address: 204.132.78.253

Document emailed to csolberg@cmlsecurity.us for signature
2023-01-24 - 7:57:51 PM GMT

Email viewed by csolberg@cmlsecurity.us
2023-01-24 - 8:35:06 PM GMT- IP address: 64.125.194.50

Signer csolberg@cmlsecurity.us entered name at signing as Cory Solberg
2023-01-24 - 8:36:36 PM GMT- IP address: 64.125.194.50

Document e-signed by Cory Solberg (csolberg@cmlsecurity.us)
Signature Date: 2023-01-24 - 8:36:38 PM GMT - Time Source: server- IP address: 64.125.194.50

Agreement completed.
2023-01-24 - 8:36:38 PM GMT

Adobe Acrobat Sign

REQUEST FOR PROPOSALS

SECURITY ELECTRONICS INTEGRATOR AND INSTALLER (SEII)

JULY 7, 2022

GUNNISON COUNTY DETENTION CENTER SECURITY ELECTRONICS RENOVATION PROJECT

PREPARED BY:
Chris Lindner
IT Director
Gunnison County
221 N Wisconsin St., Gunnison, CO 81230

Request for Proposals

Proposal for:

Services of a Security Electronics integrator and installer for the renovation and addition to the Gunnison County Detention Center. Services to include, but not be limited to, project cost estimating, scheduling, and collaboration with IT team to develop final documents to budget. As well as all necessary project planning, sub-contract management, direct work, and other necessary services for existing equipment replacement and new equipment installation of intercoms and cameras.

Purpose:

The purpose of this request is to seek detailed proposals from qualified Security Electronics Integrator and Installer specialists. The RFP will require detailed responses including project cost estimate, general conditions, rates and fees, proposed schedule, and management plan to perform work while maintaining operations in the facility.

Owner: **Gunnison County**
200 E. Virginia Avenue
Gunnison, CO 81231
Represented by County Management and Staff Project Team Members:

- Chris Lindner, IT Director **clindner@gunnisoncouty.org**

Subject Project Facility: **Gunnison County Detention Center**
510 W Bidwell Ave.
Gunnison, CO 81230

Project Type:

Renovation of Security Electronics at Gunnison County Detention Center.

Section I. Required Services

Gunnison County, Colorado ("Owner") is soliciting the professional services of a Security Electronics Integrator and Installer (SEII). The SEII will provide services consulting with the Owner and installation phase services through completion of the project.

Based upon proposals received in response to this request, a Guaranteed Maximum Price (GMP) will be agreed upon by the County and the SEII. The Owner, in consultation with the selected SEII will reconcile the project scope, plans, and schedule to a mutually agreed upon GMP. The SEII will provide pricing estimates, recommendations, alternatives, as well as phasing and scheduling plans. The Owner and SEII will work together collaboratively to ensure the project is within the GMP and meets the goals as set by the Owner.

The SEII will be required to develop and manage installation sequencing and management plans that will allow the Detention Center to continue operations throughout the project. The SEII, in consultation with the Owner, will develop and execute strategies to maintain operations meeting all security requirements and providing adequate facilities for staff and inmates. Planning and execution will require close coordination with the Detention Captain.

Section II. Background

The Detention Center was completed in 2012. Since then, the camera and intercom systems have become outdated for replacement parts and have slowly deteriorated in functionality. It has been determined that these two components can be replaced with solutions that are compatible with the existing command and control infrastructure located in the Detention Center's Tower.

Section III. Scope

Pre-Installation Services:

SEIIs are invited to propose on the project based on documents attached to this RFP. The top selected SEII and the Owner will negotiate and finalize the Guaranteed Maximum Price (GMP) for the entire project, which includes:

1) Replacement of 60 existing (55 interior, 6 exterior) cameras
2) Addition of 3 new camera angles
3) Replacement of 128 intercoms with 11 paging zones
4) Integration with existing command and control software (for intercoms, cameras, and door locks) in Tower
5) Project Closeout: Initial training on usability, training on routine maintenance of equipment, explanation of warranties and guarantees, as-built drawing documentation, obtaining operational manuals, etc.

Pre-installation services will include professional opinions from the SEII on constructability, phasing, specifications, and alternatives. Cost cutting or value engineering exercises will be collaborative between the SEII and Owner and will include sub-consultants as needed to offer opinions and alternatives to the Owner that offer the best value and performance.

Location/Environmental Considerations: Given the Project location in the Gunnison valley, it is important to reference two environmental considerations pertinent to the Project. During typical winter months, Gunnison valley routinely experiences low winter temperatures sometimes in the range of negative 20 to negative 30 degrees Fahrenheit. Exterior work must be planned accordingly.

Installation Phase Services:

Installation services will include all Project Management and Installation services necessary to complete the project while maintaining Detention Center operations.

Selection:

The final SEII selection process will be based on responses to this RFP which will include an installation budget estimate and intended schedule produced by the SEII as a component of its competitive proposal. Other considerations in the selection process include: the SEII and its proposed consultant team's experience in completing similar projects, past performance meeting project budgets and goals, familiarity with Detention Center requirements, proposed project approach, capacity, and current and forecasted workload. The Owner reserves the right to rank

and select SEIIs; to accept or reject any or all bids, and to waive any informalities or irregularities therein and to accept the proposal(s) that in its judgment, best serves the interests of the County.

Then, upon the Owner's selection, the SEII will work together with the Owner to reconcile the scope, budget, and schedule offered by the top-ranked SEII, all within the Owner's budget, schedule, and operational requirements. Once this collective effort is complete, the SEII will propose a Guaranteed Maximum Price (GMP) for the Project. The Owner's acceptance of the GMP in writing will represent the formal completion of the Pre-Installation Phase.

If, at any time the current budget or GMP is not within the approved GMP, the Owner may direct the SEII, under provisions included in their respective agreements, to work with the Owner to bring the Project back within the GMP. This additional effort, if necessary, and to the extent that any redesign might be necessary to keep within budget, shall be performed by the SEII at no additional cost to the Owner.

The SEII will be hired by the Owner via contract with the Owner, and brought into the project planning, cost estimating and scheduling process during the design phase. The SEII, under the provisions of their agreement with the Owner, will be accountable to the Owner to work together in support of a team approach toward fulfillment of the Owner's goals and objectives for the Project specifically in terms of cost, schedule, continued operations, quality, safety, and all other Owner expressed parameters of overall project success set forth by the IT Director.

RFP Submittal:

All RFP submissions and materials will be emailed to Chris Lindner at clindner@gunnisoncounty.org prior to the deadline referenced in the Milestone Schedule section.

Questions Generated by this request:

Please submit any final questions generated by this request to Chris Lindner at clindner@gunnisoncounty.org using the attached QA Form (**Attachment B**).

Answers to Questions and Amendments to this RFP:

Upon receipt of this RFP (found on the County website at https://www.gunnisoncounty.org/Bids.aspx), all parties are encouraged to email Chris Lindner at clindner@gunnisoncounty.org with their intent to participate in the RFP process.

Questions generated by respondents will be submitted via email using **Attachment B,** and subsequent answers by the owner will be answered and emailed to all interested parties.

Any amendments or changes to this document will be emailed and posted on the County website, and noted with version numbers (V#) if applicable.

Respondents can regularly check the website for updates or sign up for automatic notices of updates at: https://www.gunnisoncounty.org/list.aspx

Form of Agreement:

The Contractor Agreement is subject to final review by Owner's legal counsel, as to form, content and processes involved.

A draft of the Contractor Agreement is included in this RFP, **Attachment C - Contractor Agreement**. The Owner is not inclined to modify the intent of the Contractor Agreement, but will be open to suggestions for purposes of clarity.

Milestone Schedule:

The current anticipated timeline for purposes of this solicitation is as follows. All dates are subject to revision:

* Owner to Solicit RFP	July 7, 2022
* RFP responses due	July 22, 2022
* Owner to enter agreement with SEII	August 1, 2022
* SEII Commences Installation	TBD

Basis of Invitation:

The Owner has the sole authority in awarding the commission for this Project. The final selection will be based on qualifications as well as project approach, schedule, and cost. If determined to be appropriate after the RPF responses are reviewed, the Owner will then commence the procurement process as set forth above, to complete final negotiations with a SEII toward contract execution. If the Owner and proposing SEII designated for negotiation are subsequently unable to complete contract negotiations in a timely manner, the Owner reserves the right to reject the offer made by the proposal designated for negotiation. The Owner reserves the right to waive formalities and to cancel this solicitation process and select an alternate course of action.

Form of Proposal:

Please submit electronic copies of your proposal by email, no later than 5PM on July 22, 2022, to: clindner@gunnisoncounty.org.

Proposal Response:

The respondent to this RFP must provide a response that follows and re-states the numbered headings of the outline set forth below.

1. **Project Understanding**

Provide an overview of what the SEII team sees as the important factors related to the Project, as well as the issues that will require specific attention to ensure the design and delivery is successful. Utilize this section to also express any initial thoughts and ideas on alternatives or options that may help the project regarding budget, energy efficiency, constructability or other aspects; and be prepared to amplify upon such early thoughts and ideas via visual aids or examples as may be appropriate at a potential subsequent interview and presentation opportunity.

2. **Team & Project Approach**

a. Provide at least two key members of your team that will be responsible for delivery of your services, to include, 1) Project Manager, 2) Lead Technician. Please provide at least one professional reference for each key member above, and for any other individuals you would seek to include, indicating their specific involvement on past similar projects, and including contact information for the person providing the reference.

b. Tell us what organizational planning steps you will take to assure that the installation process will achieve necessary budget requirements.

c. Indicate what steps, both in design and installation, will likely need to be taken for seamless maintenance of operations. Open and continuous operation of the Detention Center must be assured through the course of the Project.
d. Describe the process of subsequent warranty work for the installed components.

3. Ability to Accommodate the Installation and Design Schedule

a. Provide a bar/Gantt chart schedule, or potentially in MS Project or of similar type, clearly detailing your approach for incorporating the projected milestone timeline provided above herein. Be certain to explain your approach such that the Owner understands how your intended schedule will allow the Owner to meet the targeted event. Clearly state your belief that the projected Project milestones are achievable. If you do not believe they are achievable, please state the concerns you have with the milestone schedule and make recommendations.

4. Owner Participation

a. Outline your approach to assuring effective communication with the Owner and Owner's Representative; to include participation, coordination, feedback and approvals, etc. What should the Owner be prepared to do and when? How will you assure that decisions are made on a timely basis so as not to cause unnecessary delays.

5. Project Costs and Bidding Strategies

a. For each of the major Project components, provide a cost estimate summary, in the format provided in **Attachment A,** based on your knowledge and experience in the market, projecting what you believe the final total Project cost will be when the Project is complete.

6. Insurance

a. Provide a copy of your standard General Liability insurance coverage and confirm compliance with insurance requirements referenced in **Section 5 of Attachment C – Contractor Agreement**.

Attachments to RFP

Attachment "A" Budget worksheets:
Tab "A" Billable Rates
Tab "B" Materials, Costs and Markup
Attachment "B" Question and Answer form
Attachment "C" Contractor Agreement

END

Gunnison County Detention Center Security Electronics Renovation Project Proposal Response

1. Project Understanding

   CML believes we have a full understanding of this project and the facility expectations as we have installed many similar systems. Important factors will be timely return of approved submittals and material procurement to maintain the suggested project schedule.

2. Team & Project Approach
   a. Project Manager: Cory Solberg
      Lead Technician: Vince Green
      Reference: Captain Stan Hendricks – Jail Administration, Monroe County, WI
      Email: Stan.Hendrickson@co.monroe.wi.us Phone: (608) 269-8759
   b. CML has provided a hard cost based on the scope requested in Section III of the RFP. Pricing for all work in the scope will not exceed that.
   c. CML will coordinate with the staff to minimize interruptions to facility operations and ensure door control, cameras, and intercom systems remain operational throughout implementation.
   d. CML will provide a parts and labor warranty of 1 year to troubleshoot/replace and installed components should an issue arise. CML is available 24/7 for remote diagnostics of the system and will dispatch a technician to site if necessary.
3. Ability to Accommodate the Installation & Design Schedule
   a. See attached MS Project schedule. CML believes this schedule can be met assuming there are no procurement delays after approved submittals or inclement weather effecting installation.
4. Owner Participation
   a. CML will coordinate directly with the owner and/or representative making sure they have intimate knowledge of all steps of the design, installation, and closeout processes. Submittals will be issued for owner approval of all materials and designs before purchase of materials and implementation begins. The submittal / approval process is outlined in the attached project schedule.
5. Project Costs & Bidding Strategies
   a. See Attachment A.
6. Insurance
   a. See attached “Proof of Coverage” COI.

Sincerely,

Cory Solberg
CML Security
Systems Support Division Manager
C. 303.908.3230
E. csolberg@cmlsecurity.us

GUNNISON COUNTY SHERIFF'S OFFICE

510 Bidwell, Gunnison, Colorado 81230

To: Weld County Sheriff's Office

From: Undersheriff Randy Barnes

Reference: CML Security

Whom it may concern,

I am writing you this letter of recommendation for CML Security for your future project.

In 2011 we completed the building of our new Detention Center. We began using CML Security as our maintenance contractor for our facility and the relationship that we have with CML has been outstanding!

CML Security has not only kept up with our facility needs with their maintenance contracts but they have provided new features that are going to decrease our future liabilities. CML staff is always communicating with us and keeping us in mind when new projects our completed and making sure that the systems our working.

In short, CML Securities customer service has been outstanding, and I would recommend them for whatever your needs are.

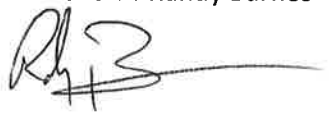
If you have any questions please feel free to call me at:
Undersheriff Randy Barnes

Gunnison County Sheriff's Office

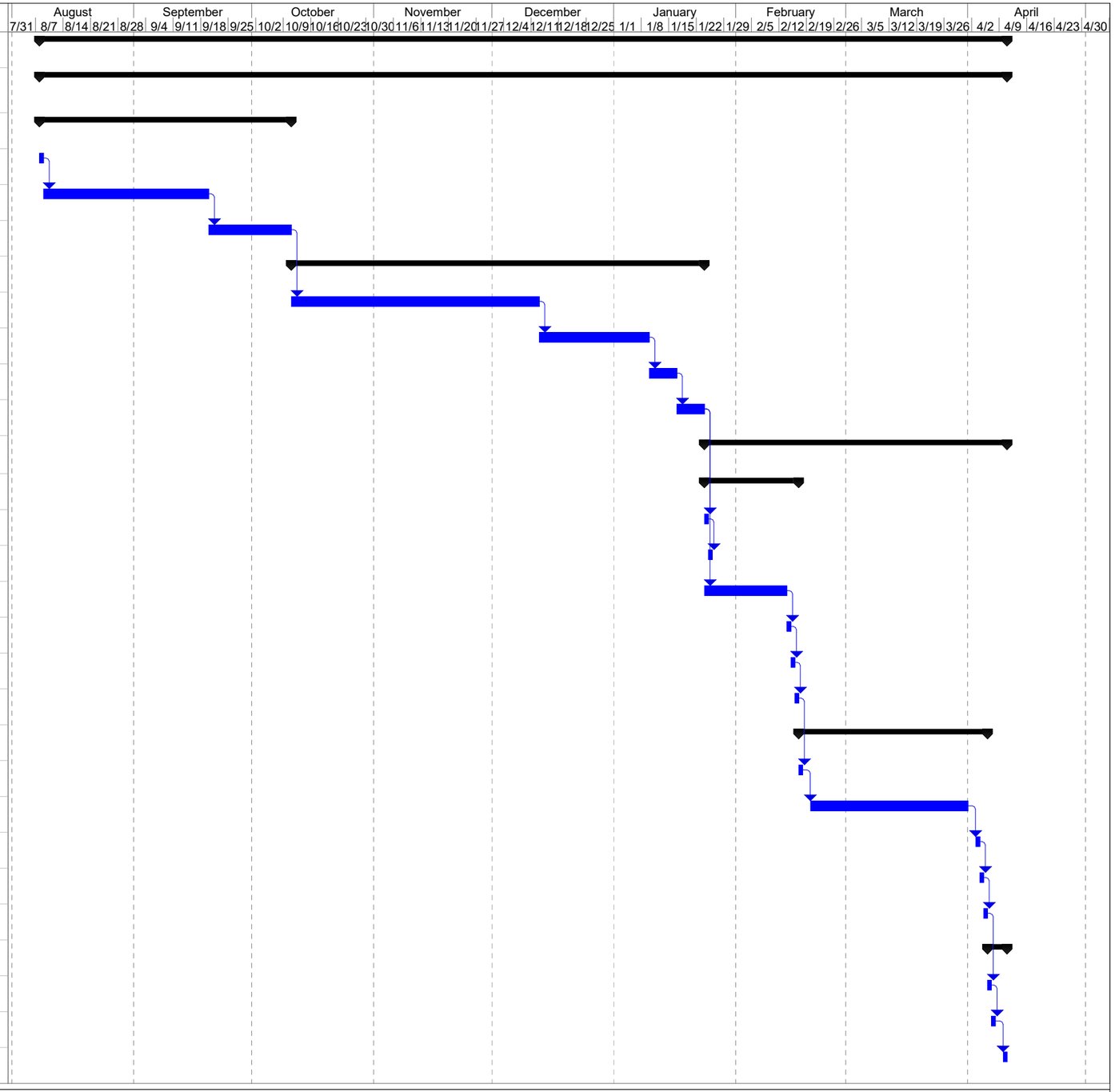
970-641-1113

Sincerely,

Undersheriff Randy Barnes



ID	Task Name	% Complete	Duration	Start	Finish	Predecessors
1	**Gunnison County SE Upgrades**	**0%**	**176 days**	**Mon 8/8/22**	**Mon 4/10/23**	
2	**Security Electronics Schedule**	**0%**	**176 days**	**Mon 8/8/22**	**Mon 4/10/23**	
3	**Contract / Submittals / Engineering**	**0%**	**46 days**	**Mon 8/8/22**	**Mon 10/10/22**	
4	Executed Contract	0%	1 day	Mon 8/8/22	Mon 8/8/22	
5	Engineering & Submittals	0%	30 days	Tue 8/9/22	Mon 9/19/22	4
6	Submittal Review / Re-submittal	0%	15 days	Tue 9/20/22	Mon 10/10/22	5
7	**Equipment Assembly and Testing**	**0%**	**75 days**	**Tue 10/11/22**	**Mon 1/23/23**	
8	Material Procurement	0%	45 days	Tue 10/11/22	Mon 12/12/22	6
9	Equipment Assembly	0%	20 days	Tue 12/13/22	Mon 1/9/23	8
10	Equipment Testing	0%	5 days	Tue 1/10/23	Mon 1/16/23	9
11	Ship Head End Equipment	0%	5 days	Tue 1/17/23	Mon 1/23/23	10
12	**SEC Field Installation**	**0%**	**55 days**	**Tue 1/24/23**	**Mon 4/10/23**	
13	**Harding Intercom System Install**	**0%**	**18 days**	**Tue 1/24/23**	**Thu 2/16/23**	
14	Demo Old IC System	0%	1 day	Tue 1/24/23	Tue 1/24/23	11
15	Install Harding Equipment	0%	1 day	Wed 1/25/23	Wed 1/25/23	14
16	Terminate Head End	0%	15 days	Tue 1/24/23	Mon 2/13/23	11
17	Testing	0%	1 day	Tue 2/14/23	Tue 2/14/23	16
18	Punch List	0%	1 day	Wed 2/15/23	Wed 2/15/23	17
19	Completion	0%	1 day	Thu 2/16/23	Thu 2/16/23	18
20	**Bosch IP Video System Install**	**0%**	**34 days**	**Fri 2/17/23**	**Wed 4/5/23**	
21	Headend Installation	0%	1 day	Fri 2/17/23	Fri 2/17/23	19
22	Cat 6 & Camera Install	0%	30 days	Mon 2/20/23	Fri 3/31/23	21
23	Testing	0%	1 day	Mon 4/3/23	Mon 4/3/23	22
24	Punch List	0%	1 day	Tue 4/4/23	Tue 4/4/23	23
25	Completion	0%	1 day	Wed 4/5/23	Wed 4/5/23	24
26	**Test & Checkout**	**0%**	**3 days**	**Thu 4/6/23**	**Mon 4/10/23**	
27	Substantially Complete	0%	1 day	Thu 4/6/23	Thu 4/6/23	25
28	Final Punch	0%	1 day	Fri 4/7/23	Fri 4/7/23	27
29	Owner Training	0%	1 day	Mon 4/10/23	Mon 4/10/23	28



Project: 18.06.27- Pre-Trial A Pod Sch
Date: Tue 7/19/22

Task	Project Summary	Inactive Summary	Manual Summary	External Milestone
Split	External Tasks	Manual Task	Start-only	Progress
Milestone	External Milestone	Duration-only	Finish-only	Deadline
Summary	Inactive Milestone	Manual Summary Rollup	External Tasks	

ATTACHMENT B

GUNNISON COUNTY JAIL AND PUBLIC WORKS BUILDING PROJECT
ESTIMATED MATERIALS, MARKUP, AND OVERALL COSTS
7/7/2022

ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST	TOTAL MARKUP
1	Harding Intercom System Materials	1		$ 32,590.00	$ 32,590.00	$ 5,750.00
2	Harding Intercom System Installation Labor	1		$ 22,950.00	$ 22,950.00	$ 4,050.00
3	Bosch Camera System Materials	1		$ 91,120.00	$ 91,120.00	$ 16,080.00
4	Bosch Camera System Installation Labor	1		$ 50,450.00	$ 50,450.00	$ 7,570.00
5				$ -	$ -	
6				$ -	$ -	
7				$ -	$ -	
8				$ -	$ -	
9				$ -	$ -	
10	Travel	1		$ 12,725.00	$ 12,725.00	$ 1,910.00
11	Project Management	1		$ 9,775.00	$ 9,775.00	$ 1,465.00
12	Programming	1		$ 9,600.00	$ 9,600.00	$ 1,440.00
13				$ -	$ -	
14				$ -	$ -	
15				$ -	$ -	
16				$ -	$ -	
17				$ -	$ -	
18				$ -	$ -	
19				$ -	$ -	
20	**TOTAL COSTS**				**$ 229,210.00**	**$ 38,265.00**
21	**TOTAL COSTS AND MARKUP**					$ 267,475.00

NOTES:

1 Provide all anticipated materials costs without mark up, then include markup seperately. Receipts to match.

2 Include Estimated Labor, Travel, Project Management and all other anticipated costs for the project

ATTACHMENT A

GUNNISON COUNTY JAIL AND PUBLIC WORKS BUILDING PROJECT
BILLABLE RATES
7/7/2022

ITEM NO.	FIRM NAME	TITLE	INDIVIDUAL NAMES	HOURLY / SALARIED?	HOURLY BILLABLE RATE
1	CML Security	Engineer	TBD	Salary	$ 75.00
2	CML Security	Programmer	TBD	Salary	$ 100.00
3	CML Security	Project Coordinator	TBD	Salary	$ 60.00
4	CML Security	Project Executive	TBD	Salary	$ 175.00
5	CML Security	Project Manager	TBD	Salary	$ 160.00
6	CML Security	Technician	TBD	Hourly	$ 145.00
7					$ -
8					$ -
9					$ -
10					$ -
11					$ -
12					$ -
13					$ -
14					$ -
15					$ -

NOTES:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Innovise Business Consultants 9780 S Meridian Blvd Suite 400 Englewood 80112	**CONTACT NAME:** Heather Lee **PHONE (A/C, No, Ext):** 303-996-7800 **FAX (A/C, No):** 303-757-7719 **E-MAIL ADDRESS:** certificate@trustinnovise.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Liberty Mutual Insurance Company / 23043
INSURED CMLSECU-01 CML Security, LLC 1785 W 160th Avenue, Suite 700 Broomfield CO 80023	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 904523948 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	N	N	TB2-Z91-470206-032	3/1/2022	3/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	N	N	AS2Z91470206022	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000	N	N	TH7-Z91-470206-012	3/1/2022	3/1/2023	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WC2-Z91-470206-042	3/1/2022	3/1/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

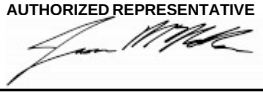
CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

Policy Number: AS2-Z91-470206-022
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization whom you agreed in writing as an additional insured, but only for the coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:
Any and all projects.

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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Policy Number TB2-Z91-470206-032
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. **Blanket Additional Insured Where Required By Written Agreement**
Lessors of Leased Equipment
Managers or Lessors of Premises
Mortgagees, Assignees or Receivers
Owners, Lessees or Contractors
Architects, Engineers or Surveyors
Any Person or Organization
Item 2. **Blanket Additional Insured – Grantor Of Permits**
Item 3. **Other Insurance Amendment**

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph **2.** of **Section II – Who Is An Insured** is amended to add the following:

Additional Insured By Written Agreement

The following are insureds under the Policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

1. **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. **Managers or Lessors of Premises:** Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

   The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

   If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

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This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;

b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or

c. Any premises for which coverage is excluded by endorsement.

3. Mortgagees, Assignees or Receivers: Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. Owners, Lessees or Contractors: Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

5. Architects, Engineers or Surveyors: Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

a. In connection with your premises; or

b. In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

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a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

6. Any Person or Organization Other Than a Joint Venture: Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with premises owned by or rented to you.

This insurance does not apply to:

a. Any person(s) or organization(s) more specifically covered in Paragraphs **1.** through **5.** above;

b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or

c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this **Item 1.:**

1. Applies to the extent permitted by law;

2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this Policy;

3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this Policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";

4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and

5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

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Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph **2.** of **Section II – Who Is An Insured** is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and

2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this Policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;

2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or

3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

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Policy Number AS2-Z91-470206-022
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. Newly Acquired or Formed Organizations
II. Employees as Insureds
III. Lessor - Additional Insured and Loss Payee
IV. Supplementary Payments - Increased Limits
V. Fellow Employee Coverage
VI. Personal Property of Others
VII. Additional Transportation Expense and Cost to Recover Stolen Auto
VIII. Airbag Coverage
IX. Tapes, Records and Discs Coverage
X. Physical Damage Deductible - Single Deductible
XI. Physical Damage Deductible - Glass
XII. Physical Damage Deductible - Vehicle Tracking System
XIII. Duties in Event of Accident, Claim, Suit or Loss
XIV. Unintentional Failure to Disclose Hazards
XV. Worldwide Liability Coverage - Hired and Nonowned Autos
XVI. Hired Auto Physical Damage
XVII. Auto Medical Payments Coverage Increased Limits
XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
XIX. Rental Reimbursement Coverage
XX. Notice of Cancellation or Nonrenewal
XXI. Loan/Lease Payoff Coverage
XXII. Limited Mexico Coverage
XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

A. There is no similar insurance available to that organization;

B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:

1. The 90th day after you acquire or form the organization; or

2. The end of the policy period,

whichever is earlier; and

C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

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II. EMPLOYEES AS INSUREDS

Paragraph **A.1. Who Is An Insured** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended to add the following:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.

2. Any of your "employees" or agents; or

3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".

2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.

2. If you cancel the policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

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IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs **A.2.a.(2)** and **A.2.a.(4)** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** are deleted and replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

A. Exclusion **B.5.** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** does not apply.

B. For the purpose of Fellow Employee Coverage only, Paragraph **B.5.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion **6.** in **SECTION II - COVERED AUTOS LIABILITY COVERAGE** for a covered "auto" is amended to add the following:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is $5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

A. Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

The amount we will pay is increased to $50 per day and to a maximum limit of $1,000.

B. Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion **B.3.a.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion **B.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

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(1) Are your property or that of a family member; and

(2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is $200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE – GLASS

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs **A.2.a.** and **A.2.b.** of **SECTION IV- BUSINESS AUTO CONDITIONS** are changed to:

a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

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(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **B.2.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition **B.7.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

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1. The most we will pay for coverage afforded by this endorsement is the lesser of:

   a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or

   b. The actual cash value of such covered "auto" at the time of the "loss".

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

B. For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be $250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

C. Paragraph **A.4.b.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is $30 per day, subject to a maximum of $900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. **SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

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a. Any "auto" owned by that individual or by any member of his or her household; or

b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. **SECTION III - PHYSICAL DAMAGE COVERAGE** is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or

2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, **SECTION V - DEFINITIONS** is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.

B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.

C. Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred; or

2. $30 per day with a maximum of $900 in any one period.

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D. This coverage does not apply:

1. While there are spare or reserve "autos" available to you for your operations; or

2. If coverage is provided by another endorsement attached to this policy.

E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph **A.4.** Coverage Extensions of **SECTION III – PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

A. Paragraph **A.2.** of the **COMMON POLICY CONDITIONS** is changed to:

2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:

a. For reasons of non-payment, the greater of:

(1) 10 days; or

(2) The number of days specified in any other Cancellation Condition attached to this policy; or

b. For reasons other than non-payment, the greater of:

(1) 60 days;

(2) The number of days shown in the Cancellation and Non-renewal Schedule; or

(3) The number of days specified in any other Cancellation Condition attached to this policy,

prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph **A.** of the **COMMON POLICY CONDITIONS**, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph **C. Limits Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

c. Security deposits not returned by the lessor;

d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

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e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of $1,500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING
AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

   The coverage territory is extended to include Mexico but only if all of the following criteria are met:

   a. The "accidents" or "loss" occurs within 25 miles of the United States border; and

   b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph **B.5**. **Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

   The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage

Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.

2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

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Schedule

Premium

Liability
Physical Damage
Total Premium

XVIII. Drive Other Car Name of Individual	LIAB	MP	UM	UIM	COMP	COLL

XX. Notice of Cancellation or Nonrenewal

Name and Address	Number of Days

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Policy Number TB2-Z91-470206-032
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. Reasonable Force
Item 2. Non-Owned Watercraft Extension
Item 3. Damage To Premises Rented To You – Expanded Coverage
Item 4. Bodily Injury To Co-Employees
Item 5. Health Care Professionals As Insureds
Item 6. Knowledge Of Occurrence Or Offense
Item 7. Notice Of Occurrence Or Offense
Item 8. Unintentional Failure To Disclose
Item 9. Bodily Injury Redefined
Item 10. Supplementary Payments – Increased Limits
Item 11. Property In Your Care, Custody Or Control
Item 12. Mobile Equipment Redefined
Item 13. Newly Formed Or Acquired Entities
Item 14. Waiver Of Right Of Recovery By Written Contract Or Agreement

Item 1. Reasonable Force

Exclusion **a.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. Non-Owned Watercraft Extension

Paragraph **(2)** of Exclusion **g.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge;

Item 3. Damage To Premises Rented To You – Expanded Coverage

A. The final paragraph of **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

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Exclusions **c**. through **n.** do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

B. Paragraph **6.** of **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

a. $300,000; or

b. The Damage To Premises Rented To You Limit shown on the Declarations.

C. Paragraph **9.a.** of the definition of "insured contract" in **Section V – Definitions** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

D. The paragraph immediately following Paragraph **(6)** of Exclusion **j.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits of Insurance**.

Item 4. Bodily Injury To Co-Employees

A. Paragraph **2.** of **Section II – Who Is An Insured** is amended to include:

Each of the following is also an insured:

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

(1) To you;

(2) To your partners or members (if you are a partnership or joint venture);

(3) To your members (if you are a limited liability company); or

(4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Paragraph **2.a.(1)(a)** of **Section II – Who Is An Insured** does not apply to "bodily injury" for which insurance is provided by this paragraph.

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B. The insurance provided by this **Item 4.** for "bodily injury" to a co-"employee" or "volunteer worker" will not apply if the injured co-"employee's" or "volunteer worker's" sole remedy for such injury is provided under a workers' compensation law or any similar law.

C. Other Insurance

The insurance provided by this **Item 4.** is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 5. Health Care Professionals As Insureds

A. Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** is replaced by the following:

(d) Arising out of his or her providing or failure to provide professional health care services. However, any "employee" or "volunteer worker" of the Named Insured who is acting as a Good Samaritan in response to a public or medical emergency or who is a "designated health care provider" is an insured with respect to "bodily injury" and "personal and advertising injury" that:

(i) Arises out of the providing of or failure to provide professional health care services; and

(ii) Occurs in the course of and within the scope of such "employee's" or "volunteer worker's" employment by the Named Insured.

B. With respect to "employees" and "volunteer workers" providing professional health care services, the following exclusions are added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

(1) Liability assumed under an "insured contract" or any other contract or agreement;

(2) Liability arising out of the providing of professional health care services in violation of law;

(3) Liability arising out of the providing of any professional health care services while in any degree under the influence of intoxicants or narcotics;

(4) Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or

(5) Punitive or exemplary damages, fines or penalties.

C. The following definition is added to **Section V – Definitions**:

"Designated health care provider" means any "employee" or "volunteer worker" of the Named Insured whose duties include providing professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

D. Other Insurance

The insurance provided by this **Item 5.** is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 6. Knowledge Of Occurrence Or Offense

Knowledge of an "occurrence" or offense by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" designated by you to notify us of an "occurrence" or offense has knowledge of the "occurrence" or offense.

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Item 7. Notice Of Occurrence Or Offense

For purposes of Paragraph **2.a.** of **Section IV – Commercial General Liability Conditions**, you refers to your "executive officer" or "employee" that you have designated to give us notice.

Item 8. Unintentional Failure To Disclose

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this Policy shall not be a basis for denial of any coverage afforded by this Policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 9. Bodily Injury Redefined

The definition of "bodily injury" in **Section V** – **Definitions** is replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and

b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph **a.** above. Mental anguish means any type of mental or emotional illness or distress.

Item 10. Supplementary Payments – Increased Limits

Paragraphs **1.b.** and **1.d.** of **Section I – Supplementary Payments – Coverages A And B** are replaced by the following:

b. Up to $3,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

Item 11. Property In Your Care, Custody Or Control

A. Paragraphs **(3)** and **(4)** of Exclusion **j.** of **Section I** – **Coverage A** – **Bodily Injury And Property Damage Liability** are deleted.

B. Additional Exclusion

Coverage provided by this endorsement does not apply to "property damage" to property while in transit.

C. Limits of Insurance

Subject to Paragraphs **2.**, **3.**, and **5.** of **Section III – Limits Of Insurance**, the most we will pay for insurance provided by Paragraph **A.** above is:

$10,000 Each Occurrence Limit

$75,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

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The Aggregate Limit is the most we will pay for the sum of all damages under this **Item 11**.

D. Other Insurance

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this Policy.

Item 12. Mobile Equipment Redefined

The definition of "mobile equipment" in **Section V – Definitions** is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning.

Item 13. Newly Formed Or Acquired Entities

A. Paragraph **3.** of **Section II – Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until:

(1) The 180th day after you acquire or form the organization;

(2) Separate coverage is purchased for the organization; or

(3) The end of the policy period

whichever is earlier;

b. **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

B. The insurance afforded to any organization as a Named Insured under this **Item 13**. does not apply if a Broad Form Named Insured endorsement attached to this Policy applies to that organization.

Item 14. Waiver Of Right Of Recovery By Written Contract Or Agreement

The following is added to Paragraph **8.** Transfer Of Rights Of Recovery Against Others To Us of **Section IV – Commercial General Liability Conditions:**

We waive any right of recovery because of payments we make under this Policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
All persons or organizations when required by contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Schedule

Name of Person (s) or Organization (s):

Any person(s) or organization (s) that qualifies as an additional insured as required under written contract.

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Policy Number TB2-Z91-470206-032
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule of this endorsement. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Schedule

Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
Schedule on File	Schedule on File	30

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Item 6. Underlying Insurance:

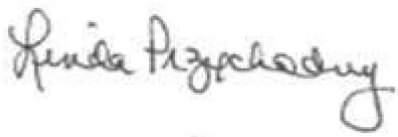
Coverage	**Insurer** **Policy Period** **Policy Number**	**Limits of Insurance**
Employers Liability*	Liberty Mutual Fire Insurance Company 3/1/2022 to 3/1/2023 WC2-Z91-470206-042	$1,000,000 By Accident Each Accident $1,000,000 By Disease Policy Limit $1,000,000 By Disease Each Employee
Auto Liability	Liberty Mutual Fire Insurance Company 3/1/2022 to 3/1/2023 AS2-Z91-470206-022	$1,000,000 CSL
General Liability	Liberty Mutual Fire Insurance Company 3/1/2022 to 3/1/2023 TB2-Z91-470206-032	$2,000,000 Each Occurrence $4,000,000 General Aggregate $4,000,000 Products/Completed Ops Aggregate $2,000,000 Pers & Adv Injury Limit
Employee Benefits Liability	Liberty Mutual Fire Insurance Company 3/1/2022 to 3/1/2023 TB2-Z91-470206-033	$1,000,000 Each Employee $2,000,000 Aggregate

* In any jurisdiction, state or province where the amount of Employers Liability Insurance provided by the underlying insurer(s) is by law unlimited, the underlying Employers Liability limits shown in the above schedule do not apply and no coverage for Employers Liability shall be provided by this policy.

These Declarations and any Declarations Extension Schedules, together with the Coverage Form and any Endorsement(s) complete this policy.

Forms and Endorsements attached to this policy: See Attached Schedule

Countersigned by:



Authorized Company Representative

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Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT OR DESIGNATED LOCATION COMBINED AGGREGATE LIMITS – WITH TOTAL AGGREGATE LIMIT FOR ALL PROJECTS AND LOCATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project or a single designated "location":

1. A separate Designated General Aggregate Limit applies to each designated construction project and to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated General Aggregate Limit is the most we will pay for the sum of all damages under Section I - Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Section I - Coverage C regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated General Aggregate Limit for that designated construction project or designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other designated construction project or designated "location".

4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated General Aggregate Limit and the Total Aggregate Limit for all Projects and Locations.

5. The Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement is the most we will pay for the sum of all damages caused by "occurrences" under Section I – Coverage A and all medical expenses caused by accidents under Section I – Coverage C which can be attributed only to ongoing operations at a designated construction project or designated "location" shown in the Schedule of this endorsement, regardless of the number of construction projects, "locations", "occurrences" or accidents.

6. Each Designated General Aggregate Limit is subject to the Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project or single designated "location":

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1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated General Aggregate Limit.

D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Location" means any premise that you occupy for permanent operations as part of your business, but does not include any premises at which you are performing operations as part of a construction project. All premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "location".

F. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Schedule

Designated Construction Project(s) or Designated Location(s):

All "locations" and all construction projects at which you are performing ongoing operations.

Total Aggregate Limit for all Projects and Locations: **$** 20,000,000

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Community Mini Grant Application, CDP

Action Requested:

Parties to the Agreement:

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

Summary:

Mini grant application to CDPHE for suicide prevention trainings and gunlock distribution.

Fiscal Impact: $9,387.32

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 2/1/2023

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

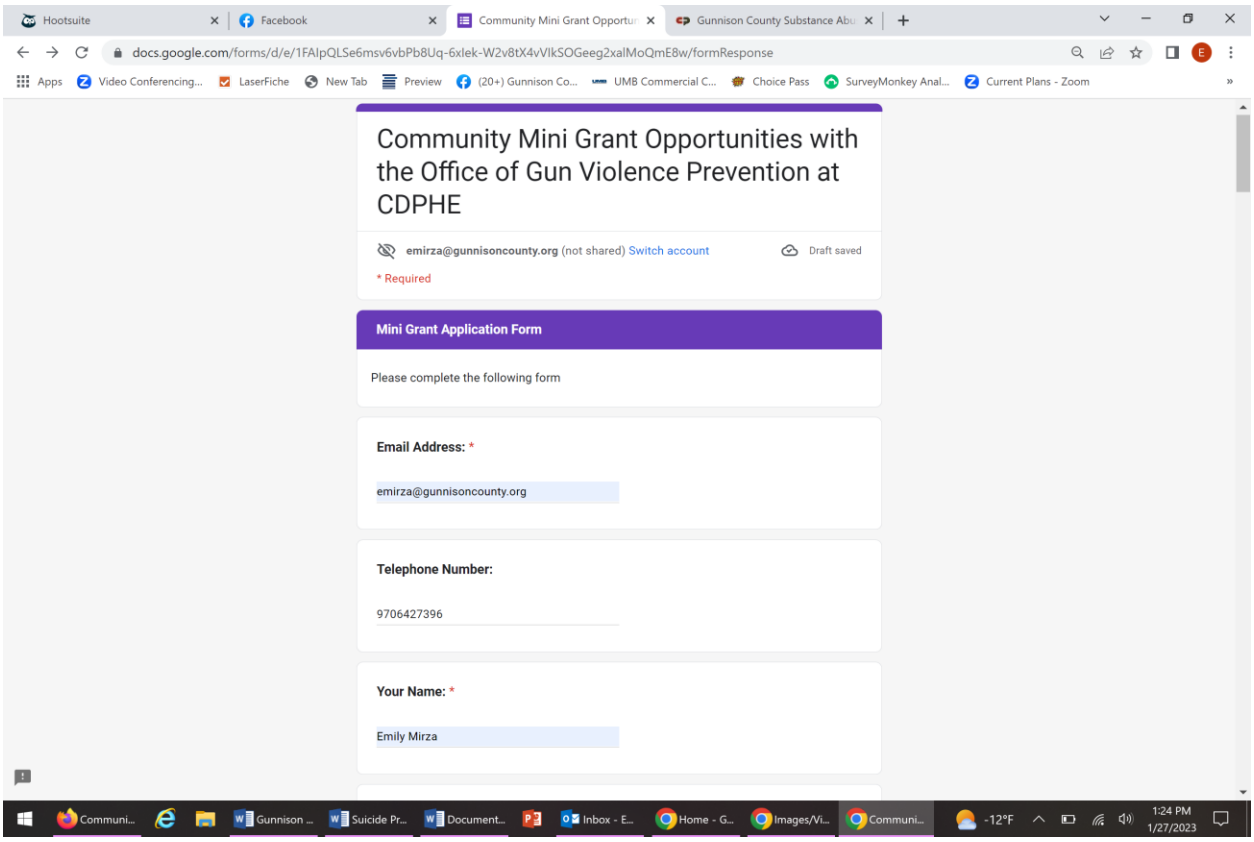
Comments:

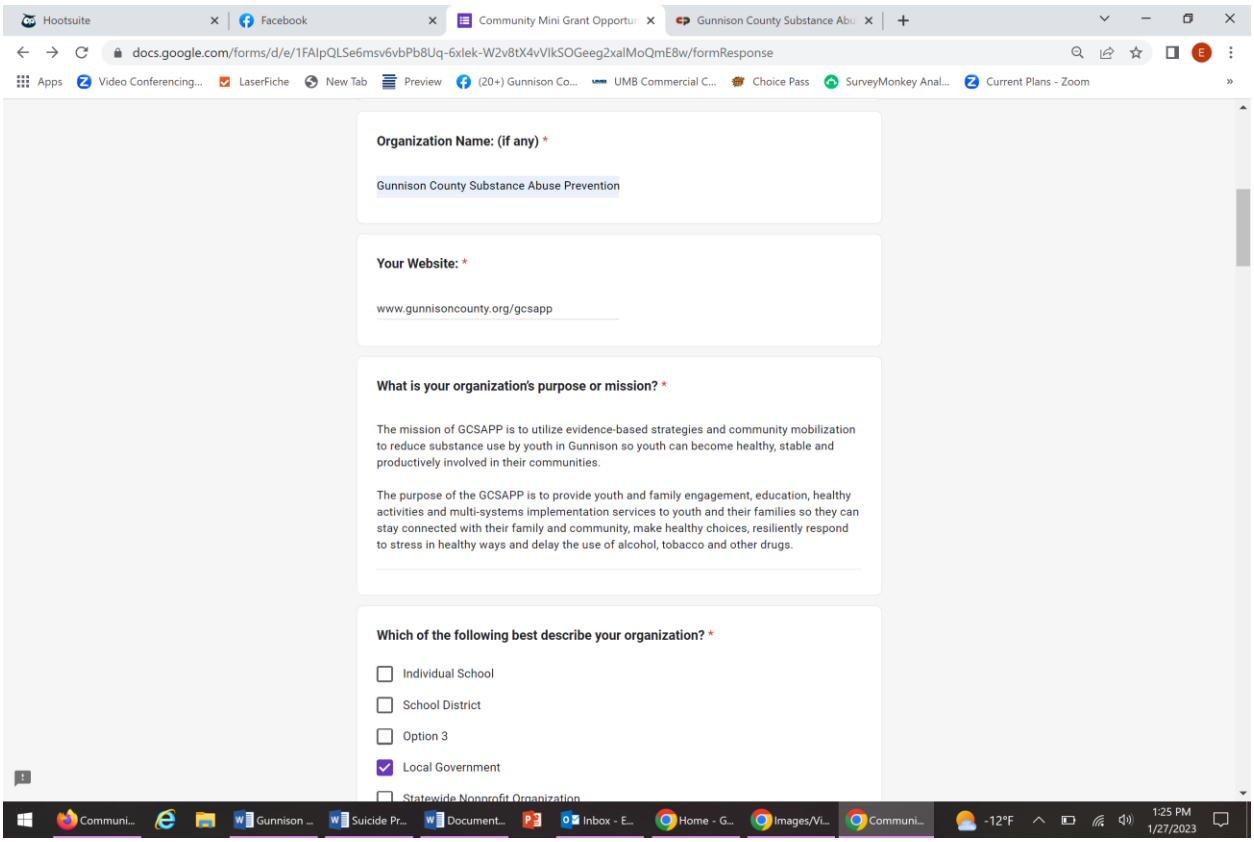
Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/1/2023

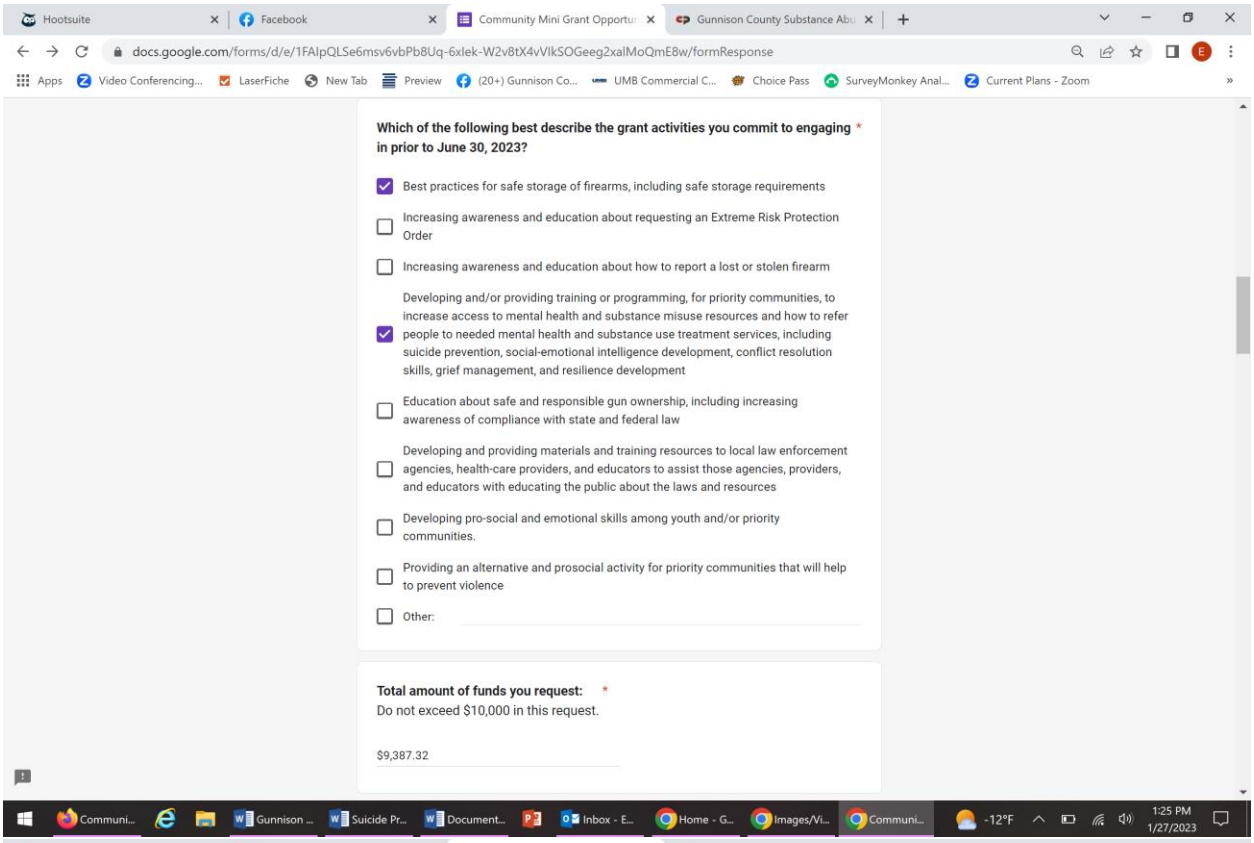
(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 2/7/2023

Revised April 2015


Hootsuite
Facebook
Community Mini Grant Opportu
Gunnison County Substance Abu
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UMB Commercial C...
Choice Pass
SurveyMonkey Anal...
Current Plans - Zoom
Community Mini Grant Opportunities with the Office of Gun Violence Prevention at CDPHE
emirza@gunnisoncounty.org (not shared) Switch account
Draft saved
* Required
Mini Grant Application Form
Please complete the following form
Email Address: *
emirza@gunnisoncounty.org
Telephone Number:
9706427396
Your Name: *
Emily Mirza
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1/27/2023


Hootsuite
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Community Mini Grant Opportu
Gunnison County Substance Abu
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Organization Name: (if any) *
Gunnison County Substance Abuse Prevention
Your Website: *
www.gunnisoncounty.org/gcsapp
What is your organization's purpose or mission? *
The mission of GCSAPP is to utilize evidence-based strategies and community mobilization to reduce substance use by youth in Gunnison so youth can become healthy, stable and productively involved in their communities.
The purpose of the GCSAPP is to provide youth and family engagement, education, healthy activities and multi-systems implementation services to youth and their families so they can stay connected with their family and community, make healthy choices, resiliently respond to stress in healthy ways and delay the use of alcohol, tobacco and other drugs.
Which of the following best describe your organization? *
Individual School
School District
Option 3
Local Government
Statewide Nonprofit Organization
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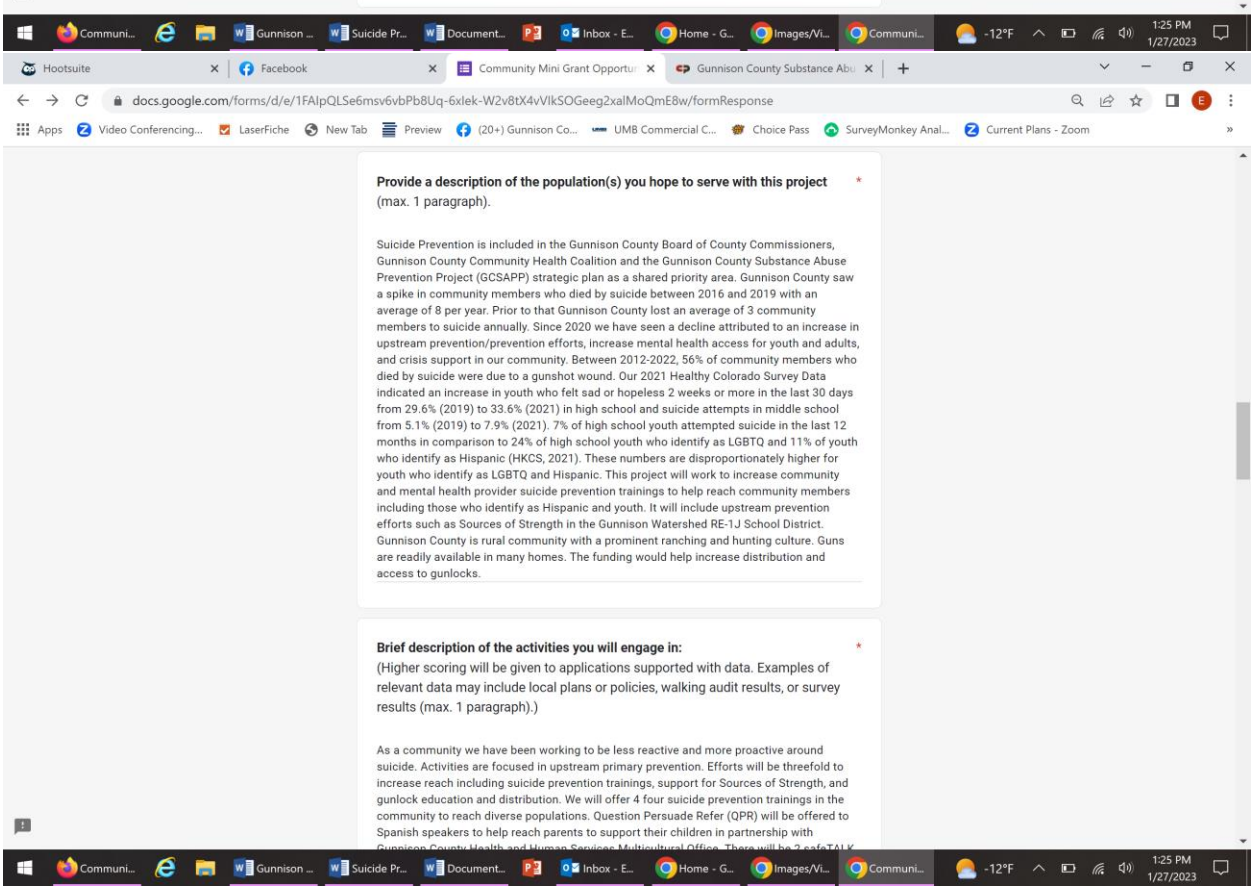


Which of the following best describe the grant activities you commit to engaging in prior to June 30, 2023? *

- [x] Best practices for safe storage of firearms, including safe storage requirements
- [ ] Increasing awareness and education about requesting an Extreme Risk Protection Order
- [ ] Increasing awareness and education about how to report a lost or stolen firearm
- [x] Developing and/or providing training or programming, for priority communities, to increase access to mental health and substance misuse resources and how to refer people to needed mental health and substance use treatment services, including suicide prevention, social-emotional intelligence development, conflict resolution skills, grief management, and resilience development
- [ ] Education about safe and responsible gun ownership, including increasing awareness of compliance with state and federal law
- [ ] Developing and providing materials and training resources to local law enforcement agencies, health-care providers, and educators to assist those agencies, providers, and educators with educating the public about the laws and resources
- [ ] Developing pro-social and emotional skills among youth and/or priority communities.
- [ ] Providing an alternative and prosocial activity for priority communities that will help to prevent violence
- [ ] Other:

Total amount of funds you request: *
Do not exceed $10,000 in this request.

$9,387.32

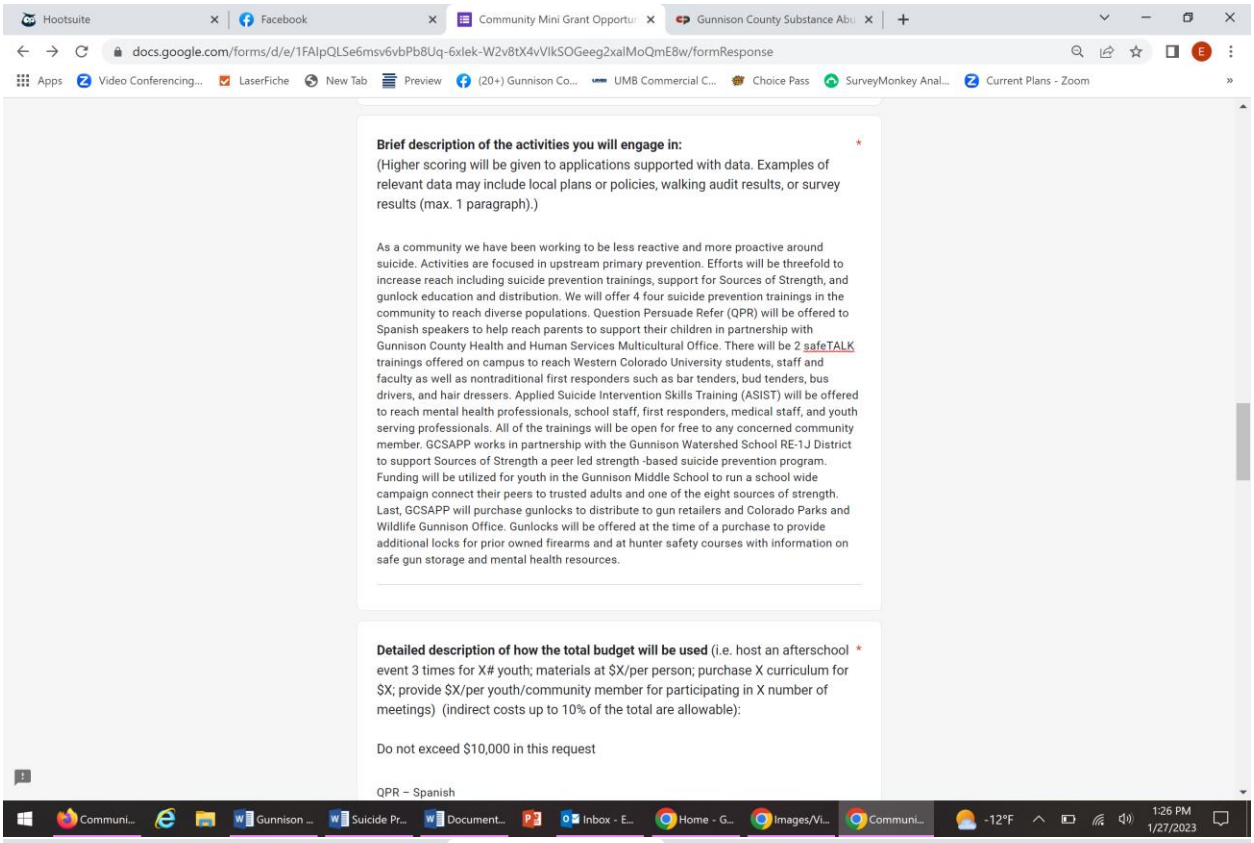


Provide a description of the population(s) you hope to serve with this project * (max. 1 paragraph).

Suicide Prevention is included in the Gunnison County Board of County Commissioners, Gunnison County Community Health Coalition and the Gunnison County Substance Abuse Prevention Project (GCSAPP) strategic plan as a shared priority area. Gunnison County saw a spike in community members who died by suicide between 2016 and 2019 with an average of 8 per year. Prior to that Gunnison County lost an average of 3 community members to suicide annually. Since 2020 we have seen a decline attributed to an increase in upstream prevention/prevention efforts, increase mental health access for youth and adults, and crisis support in our community. Between 2012-2022, 56% of community members who died by suicide were due to a gunshot wound. Our 2021 Healthy Colorado Survey Data indicated an increase in youth who felt sad or hopeless 2 weeks or more in the last 30 days from 29.6% (2019) to 33.6% (2021) in high school and suicide attempts in middle school from 5.1% (2019) to 7.9% (2021). 7% of high school youth attempted suicide in the last 12 months in comparison to 24% of high school youth who identify as LGBTQ and 11% of youth who identify as Hispanic (HKCS, 2021). These numbers are disproportionately higher for youth who identify as LGBTQ and Hispanic. This project will work to increase community and mental health provider suicide prevention trainings to help reach community members including those who identify as Hispanic and youth. It will include upstream prevention efforts such as Sources of Strength in the Gunnison Watershed RE-1J School District. Gunnison County is rural community with a prominent ranching and hunting culture. Guns are readily available in many homes. The funding would help increase distribution and access to gunlocks.

Brief description of the activities you will engage in: *
(Higher scoring will be given to applications supported with data. Examples of relevant data may include local plans or policies, walking audit results, or survey results (max. 1 paragraph).)

As a community we have been working to be less reactive and more proactive around suicide. Activities are focused in upstream primary prevention. Efforts will be threefold to increase reach including suicide prevention trainings, support for Sources of Strength, and gunlock education and distribution. We will offer 4 four suicide prevention trainings in the community to reach diverse populations. Question Persuade Refer (QPR) will be offered to Spanish speakers to help reach parents to support their children in partnership with Gunnison County Health and Human Services Multicultural Office. There will be 2 safeTALK



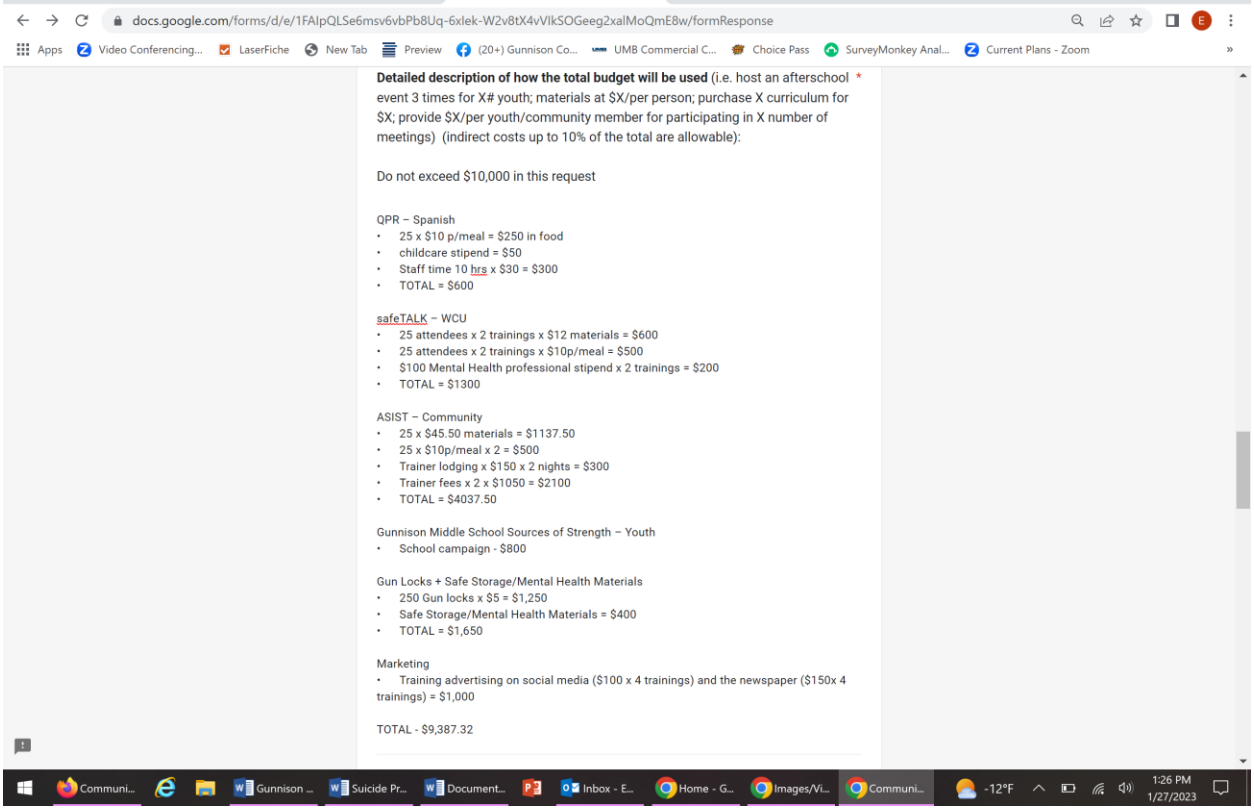
Brief description of the activities you will engage in: *
(Higher scoring will be given to applications supported with data. Examples of relevant data may include local plans or policies, walking audit results, or survey results (max. 1 paragraph).)

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Detailed description of how the total budget will be used (i.e. host an afterschool event 3 times for X# youth; materials at $X/per person; purchase X curriculum for $X; provide $X/per youth/community member for participating in X number of meetings) (indirect costs up to 10% of the total are allowable): *

Do not exceed $10,000 in this request

QPR – Spanish



Detailed description of how the total budget will be used (i.e. host an afterschool event 3 times for X# youth; materials at $X/per person; purchase X curriculum for $X; provide $X/per youth/community member for participating in X number of meetings) (indirect costs up to 10% of the total are allowable): *

Do not exceed $10,000 in this request

QPR – Spanish
- 25 x $10 p/meal = $250 in food
- childcare stipend = $50
- Staff time 10 hrs x $30 = $300
- TOTAL = $600

safeTALK – WCU
- 25 attendees x 2 trainings x $12 materials = $600
- 25 attendees x 2 trainings x $10p/meal = $500
- $100 Mental Health professional stipend x 2 trainings = $200
- TOTAL = $1300

ASIST – Community
- 25 x $45.50 materials = $1137.50
- 25 x $10p/meal x 2 = $500
- Trainer lodging x $150 x 2 nights = $300
- Trainer fees x 2 x $1050 = $2100
- TOTAL = $4037.50

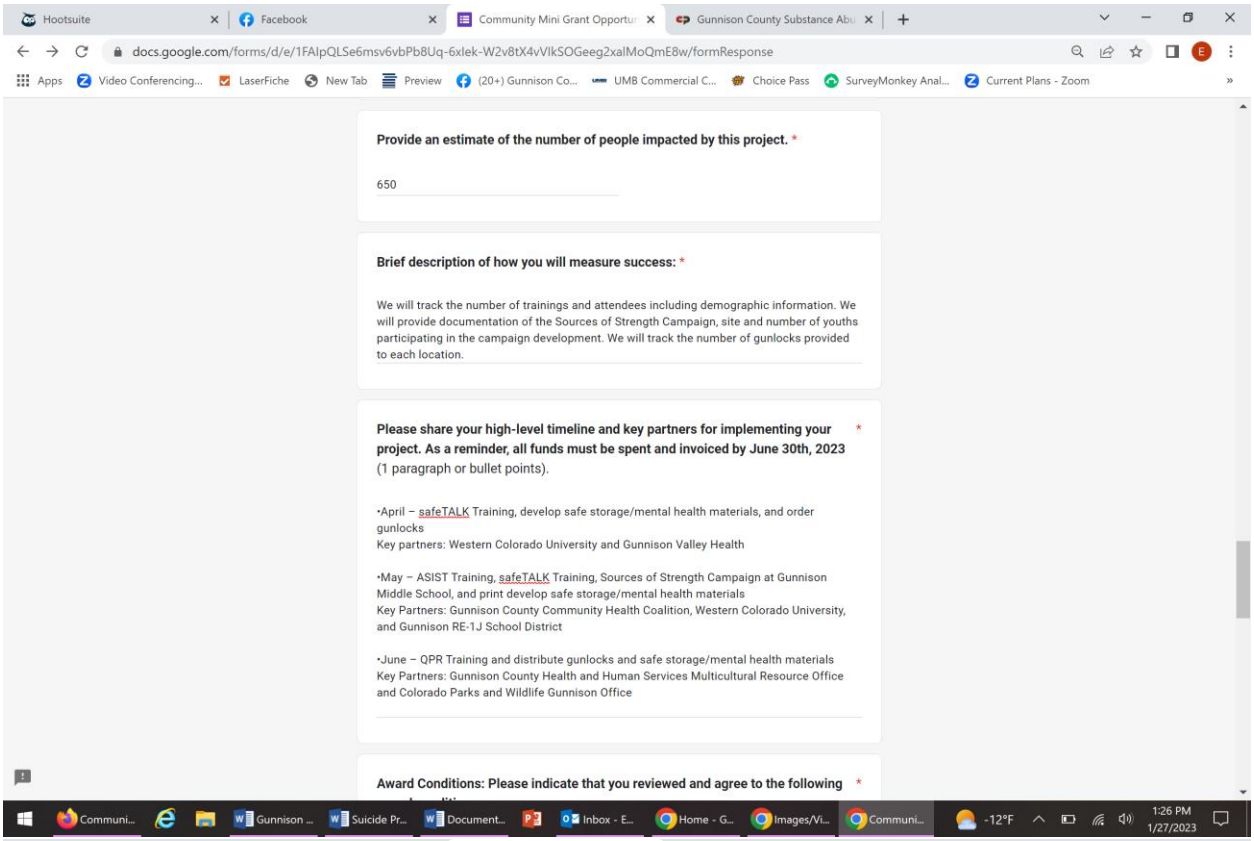
Gunnison Middle School Sources of Strength – Youth
- School campaign - $800

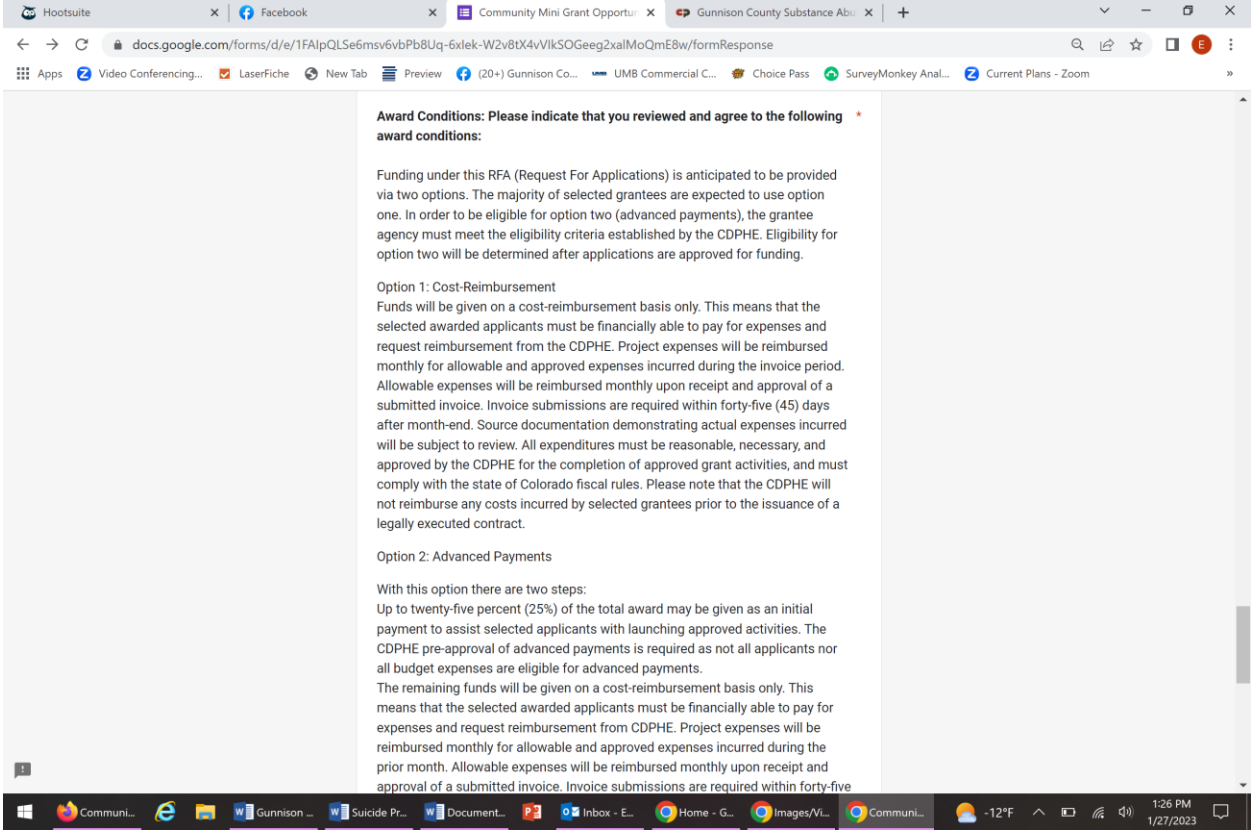
Gun Locks + Safe Storage/Mental Health Materials
- 250 Gun locks x $5 = $1,250
- Safe Storage/Mental Health Materials = $400
- TOTAL = $1,650

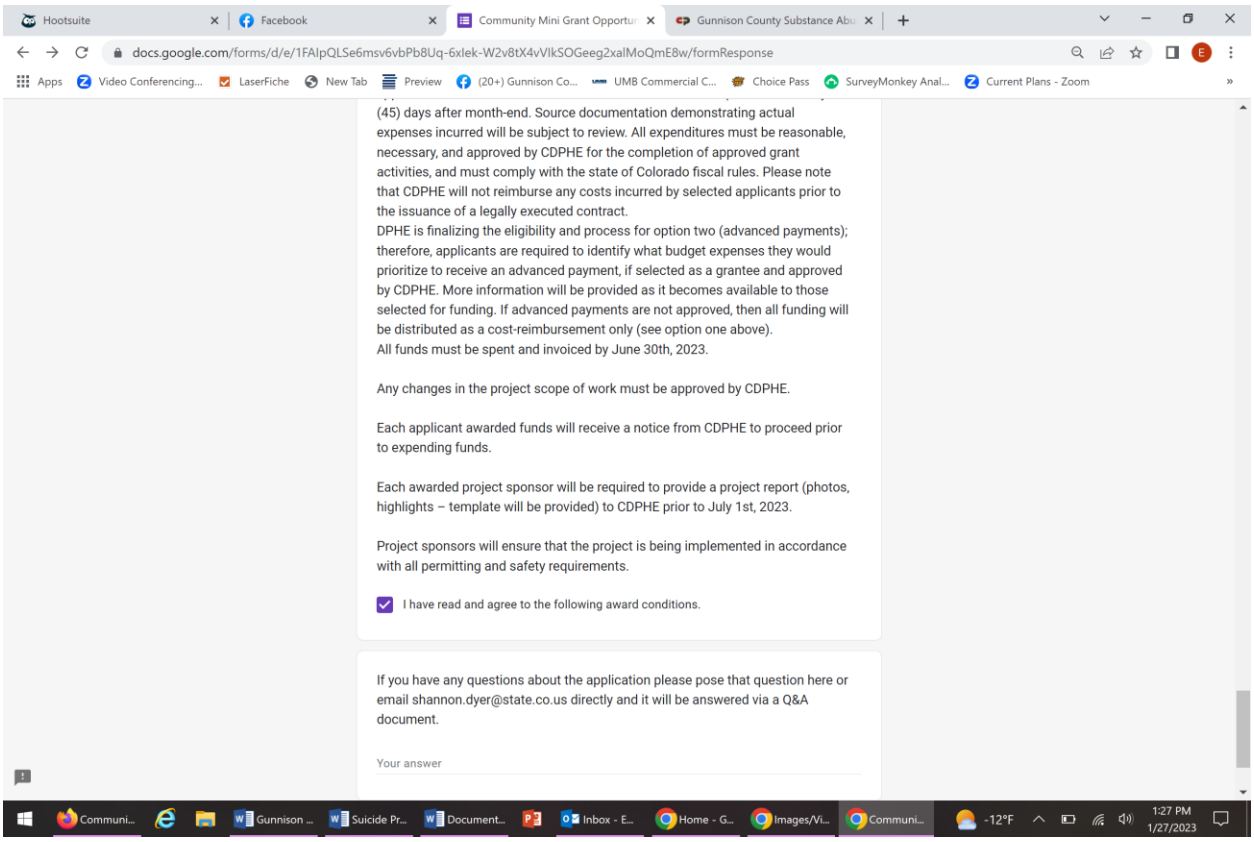
Marketing
- Training advertising on social media ($100 x 4 trainings) and the newspaper ($150x 4 trainings) = $1,000

TOTAL - $9,387.32




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Apps
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LaserFiche
New Tab
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UMB Commercial C...
Choice Pass
SurveyMonkey Anal...
Current Plans - Zoom
Provide an estimate of the number of people impacted by this project. *
650
Brief description of how you will measure success: *
We will track the number of trainings and attendees including demographic information. We will provide documentation of the Sources of Strength Campaign, site and number of youths participating in the campaign development. We will track the number of gunlocks provided to each location.
Please share your high-level timeline and key partners for implementing your project. As a reminder, all funds must be spent and invoiced by June 30th, 2023 (1 paragraph or bullet points). *
•April – safeTALK Training, develop safe storage/mental health materials, and order gunlocks
Key partners: Western Colorado University and Gunnison Valley Health
•May – ASIST Training, safeTALK Training, Sources of Strength Campaign at Gunnison Middle School, and print develop safe storage/mental health materials
Key Partners: Gunnison County Community Health Coalition, Western Colorado University, and Gunnison RE-1J School District
•June – QPR Training and distribute gunlocks and safe storage/mental health materials
Key Partners: Gunnison County Health and Human Services Multicultural Resource Office and Colorado Parks and Wildlife Gunnison Office
Award Conditions: Please indicate that you reviewed and agree to the following *
Communi...
Gunnison ...
Suicide Pr...
Document...
Inbox - E...
Home - G...
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Video Conferencing...
LaserFiche
New Tab
Preview
(20+) Gunnison Co...
UMB Commercial C...
Choice Pass
SurveyMonkey Anal...
Current Plans - Zoom
Award Conditions: Please indicate that you reviewed and agree to the following award conditions: *
Funding under this RFA (Request For Applications) is anticipated to be provided via two options. The majority of selected grantees are expected to use option one. In order to be eligible for option two (advanced payments), the grantee agency must meet the eligibility criteria established by the CDPHE. Eligibility for option two will be determined after applications are approved for funding.
Option 1: Cost-Reimbursement
Funds will be given on a cost-reimbursement basis only. This means that the selected awarded applicants must be financially able to pay for expenses and request reimbursement from the CDPHE. Project expenses will be reimbursed monthly for allowable and approved expenses incurred during the invoice period. Allowable expenses will be reimbursed monthly upon receipt and approval of a submitted invoice. Invoice submissions are required within forty-five (45) days after month-end. Source documentation demonstrating actual expenses incurred will be subject to review. All expenditures must be reasonable, necessary, and approved by the CDPHE for the completion of approved grant activities, and must comply with the state of Colorado fiscal rules. Please note that the CDPHE will not reimburse any costs incurred by selected grantees prior to the issuance of a legally executed contract.
Option 2: Advanced Payments
With this option there are two steps:
Up to twenty-five percent (25%) of the total award may be given as an initial payment to assist selected applicants with launching approved activities. The CDPHE pre-approval of advanced payments is required as not all applicants nor all budget expenses are eligible for advanced payments.
The remaining funds will be given on a cost-reimbursement basis only. This means that the selected awarded applicants must be financially able to pay for expenses and request reimbursement from CDPHE. Project expenses will be reimbursed monthly for allowable and approved expenses incurred during the prior month. Allowable expenses will be reimbursed monthly upon receipt and approval of a submitted invoice. Invoice submissions are required within forty-five
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Apps
Video Conferencing...
LaserFiche
New Tab
Preview
(20+) Gunnison Co...
UMB Commercial C...
Choice Pass
SurveyMonkey Anal...
Current Plans - Zoom
(45) days after month-end. Source documentation demonstrating actual expenses incurred will be subject to review. All expenditures must be reasonable, necessary, and approved by CDPHE for the completion of approved grant activities, and must comply with the state of Colorado fiscal rules. Please note that CDPHE will not reimburse any costs incurred by selected applicants prior to the issuance of a legally executed contract.
DPHE is finalizing the eligibility and process for option two (advanced payments); therefore, applicants are required to identify what budget expenses they would prioritize to receive an advanced payment, if selected as a grantee and approved by CDPHE. More information will be provided as it becomes available to those selected for funding. If advanced payments are not approved, then all funding will be distributed as a cost-reimbursement only (see option one above).
All funds must be spent and invoiced by June 30th, 2023.
Any changes in the project scope of work must be approved by CDPHE.
Each applicant awarded funds will receive a notice from CDPHE to proceed prior to expending funds.
Each awarded project sponsor will be required to provide a project report (photos, highlights – template will be provided) to CDPHE prior to July 1st, 2023.
Project sponsors will ensure that the project is being implemented in accordance with all permitting and safety requirements.
I have read and agree to the following award conditions.
If you have any questions about the application please pose that question here or email shannon.dyer@state.co.us directly and it will be answered via a Q&A document.
Your answer
Communi...
Gunnison ...
Suicide Pr...
Document...
Inbox - E...
Home - G...
Images/Vi...
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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Charter Operator Operating Agreement

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Delux Public Charter, LLC dba JSX

Term Begins: 11/15/2022 **Term Ends:** **Grant Contract #:**

Summary:

Charter airline operating agreement for JSX Airlines to operate service to Dallas-Love Field under the terms of the agreement.

Fiscal Impact: Landing Fees: $2.72/1,000 lbs of weight; $420/mo for leased space

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/1/2022

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

Comments:
Agreement reviewed by outside aviation counsel and recommends execution of this agreement. MRH 1.24.23

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 1/24/2023 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/1/2023

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

Agenda Date: 2/7/2023

Revised April 2015

CHARTER OPERATOR OPERATING AGREEMENT AND LEASE OF AIRPORT FACILITIES

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado

Lessor:
BOARD OF COUNTY COMMISSIONS
OF GUNNISION COUNTY, COLORADO
200 East Virginia
Gunnison, Colorado 81230
Facsimile: (970) 641-3061

Lessee:
Delux Public Charter, LLC (dba JSX)

Dated: Nov 14, 2022, 2022

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EXHIBIT 1	Minimum Standards
EXHIBIT 2	Rules and Regulations

CHARTER AIRLINE OPERATING AGREEMENT AND LEASE OF AIRPORT FACILITIES

THIS LEASE made effective as of November 14, 2022 between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO, herein called the "County" and Delux Public Charter, LLC (dba JSX), herein called the "Operator".

RECITALS

The parties recite and declare that:

A. The County is a political subdivision of the State of Colorado, and owns and operates the Gunnison-Crested Butte Regional Airport located within and adjacent to the City of Gunnison;

B. The Operator is engaged in the business of transporting persons, property, cargo and mail by aircraft; and

C. For and in consideration of the mutual covenants and agreements contained herein, the County is willing to lease and grant to the Operator and the Operator is willing to rent and obtain from the County certain premises and facilities on the Airport, together with certain rights, licenses and privileges thereon.

1. DEFINITIONS

As used in this Lease, defined words and terms shall have the following meanings:

1.1 "Airport" is the Gunnison-Crested Butte Regional Airport located within and adjacent to the City of Gunnison, Gunnison County, Colorado, including the Terminal and other public improvements and facilities located thereon.

1.2 "Airport Director" is the manager of the Airport as may be designated from time to time by the County.

1.3 "Employees" means Operator's officers, employees, contractors and/or agents performing activities at the Airport.

1.4 "Common Operator Areas" shall mean the security hold room, baggage claim area, passenger waiting areas, and passenger queuing areas in front of Operator ticket counters in the Terminal,

1.5 "Lease" is this Operator Operating Agreement and Lease of Airport Facilities.

1.6 "Leased Premises" refers to the premises described in Sections 2.2.1 and 2.2.4 of this Lease, the Ramp, , including that which may be described for Operator's preferential use and use in common with others.

1.7 "Terminal" is the Passenger Terminal Building at the Airport.

1.8 "Preferential Premises" consists of the preferential use counter, office and other space described in Section 2.2.4 of this Lease, if any.

1.9 "Ramp" is that portion of the aircraft ramp/apron at the Airport designated by the Airport Director from time to time for use by air carrier aircraft.

1.10 "Weight" shall mean the maximum certified landing weight (MLW) of an aircraft as designated by the Federal Aviation Administration.

2. USE OF AIRPORT FACILITIES

Subject to the terms, conditions and covenants of this Lease, Operator is granted the following:

2.1 Grant of Airport Use. Operator is granted the use of the Airport, in common with others similarly authorized, together with all public facilities, improvements and services which have been or may hereafter be provided at or in connection with the Airport from time to time, including, but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, the Ramp, sewage and water facilities, floodlights, landing lights, beacons, control tower, signals, radio aids and all other conveniences for flying, landings and takeoffs.

2.2 Terminal Building and Adjacent Space. Operator is also granted the use of the following space in and adjacent to the Terminal:

2.2.1 Use of space within the bag claim area and storage/equipment facility.

2.2.2 In common with others, use of portions of the Ramp to permit the taxiing, servicing, loading and unloading of Operator's aircraft, provided, however, that the Airport Director shall at all times have the right to establish and enforce such non-discriminatory rules and regulations as he reasonably deems necessary to control the parking and movement of aircraft on the common aircraft areas. Such rules may prohibit the long-term parking or storage of aircraft, including disabled aircraft, on ramp and apron areas. Long-term parking is hereby defined as parking that exceeds forty-eight (48) consecutive hours. If Operator works in good faith to repair and/or remove a disabled aircraft, but is unable to do so within forty-eight (48) hours, Operator shall not be deemed to have breached the terms of this Section;

2.2.3 In common with others, the use of all public space in the Terminal for Operator, its employees, customers, guests and other invitees, subject to such reasonable policies as the County may establish; and

2.2.4 Operator will not operate from or require Preferential Premises. However, Operator will, prior to each flight and until flight has departed, utilize temporarily dedicated space within the bag claim area of the terminal for the sale of tickets and the reservation of space, manifesting of passengers and cargo and the handling of baggage and cargo. During the time operator's aircraft is on the ramp, Operator may distribute and display on the temporarily dedicated space Operator schedules and promotional materials so long as in the Airport Director's reasonable discretion the same are tasteful and compatible with Terminal design and the other provisions of this Lease. Operator shall not display or distribute from such Premises (except with written permission of the Airport Director) advertising or promotional materials for non-Operator businesses or service.

2.2.5 Operator, in support of operator's flight activities, may place operator specific passenger directive and company signage within the terminal only prior to each flight in locations as approved by Airport Director. Operator will remove and store such signage once flight has departed.

2.3 Access to Airport.

2.3.1 Operator, its passengers, agents, servants, invitees, employees and furnishers of goods or services shall have an unimpeded and unobstructed right of ingress to and egress from the Terminal. Such access shall, without exception, be in common with such other persons (including, at the option of the County, the general public) as the County may authorize or permit; and the County may, at any time or times, close, relocate, reconstruct, change, alter or modify such means of access, either temporarily or permanently, provided that another reasonably convenient and adequate means of ingress and egress is available for the same purposes.

2.3.2 The County may charge the operators of vehicles carrying passengers and property for the privilege of entering upon Airport property or using the roadways in or on the Airport, parking vehicles on the Airport, soliciting passengers on the Airport, or otherwise operating on the Airport. Provided, however, that the County will make available a reasonable number of parking spaces on Airport property for the use of Operator's employees, at no charge to Operator or its employees, and the County's failure to charge fees for such parking areas shall not affect its ability to charge and collect fees from other users.

2.4 Public Address and Paging System. Operator and others similarly authorized shall have the right to use the public address and paging system in the Terminal for flight announcements, paging, and similar purposes, subject to reasonable rules and policies established by the Airport Director.

2.5 Limitation on Use.

2.5.1 Operator's use of the Airport authorized and granted herein shall be limited to the operation of a transportation system by aircraft for the carriage of persons, property,

cargo and mail, including without limitation, the landing, take-off, parking, servicing, repairing, storing and testing of Operator's aircraft; the loading and unloading of persons, property, cargo and mail at the Airport: all of the uses shall be subject to County rules and policies then in effect.

2.5.2 Nothing contained herein is or shall be construed to prevent the County from enforcing the provisions of applicable ordinances, resolutions or regulations relating to the control of landside parking at the Airport or the collection of fees for such parking.

2.5.3 The County reserves the right to install or lease space in the public areas of the Airport for concessions (including, but not limited to, ground transportation and rental cars), which the County, in its sole discretion, deems desirable. Concessions will not adversely impact Operator's rights, use or access to the Preferential and Common Operator Areas.

2.5.4 Operator shall assure that no amusement, vending machines, public pay phones, facsimile, copy machines or other machines operated by coins, tokens, or credit cards are installed or maintained in or at the Preferential Premises unless approved by the Airport Director.

2.6 Acceptance by Operator. Operator has inspected the Airport, Terminal and Leased Premises and is fully aware of the equipment, location and condition thereof. Operator accepts the same in their present "as is" condition.

2.7 Air Carrier Accommodation. To accommodate the public interest, including to maximize the efficient use of Terminal space; to comply with the County's obligations under federal law to provide reasonable access to the Airport for commercial aeronautical operators and to accommodate entry to the Airport of new scheduled and charter air carriers; and to ensure uniform treatment of all Operators, the County reserves the right unilaterally to change, during the term of this Lease, the rights and obligations of Operator in areas designated as Preferential Premises, in accordance with the standards and process set forth below:

2.7.1 If an Operator desires to begin or renew service to the Airport and desires space in the Terminal, such Operator (the "Requesting Operator") may file a request for access with the Airport Director, containing details of the proposed Operator operations including, the amount, type and location of facilities requested; the type, schedule and seasonal duration of aeronautical services proposed; the proposed commencement date; the number and type of aircraft and ground support equipment; and the types and number of personnel to be used. Upon receipt of such a request, the Airport Director will determine whether the Requesting Operator requires Preferential Premises within the air carrier counter, office and/or ops/cargo area of the Terminal.

2.7.2 If the Airport Director determines that the Requesting Operator needs Preferential Premises in the Terminal and such space is not then vacant, the Airport Director shall forward the request for access to all Operators renting space in the Terminal. The Requesting Operator and tenant Operators all shall then have the obligation to negotiate in good faith to reach an agreement to accommodate the Requesting Operator, whether by sublease, sub-license, "handling agreement" or the like.

2.7.3 If negotiations are fruitless and the Requesting Operator demonstrates to the satisfaction of the Airport Director that it has pursued all reasonable efforts to secure accommodation by the tenant Operators without success, the Airport Director shall notify all tenant Operators in writing that, if the Requesting Operator is not accommodated within a reasonable period, not less than forty-five (45) days, from the receipt of such notice, the Airport Director shall select one or more of the tenant Operators to accommodate the Requesting Operator.

2.7.4 If, at the end of the specified period, the Requesting Operator has not been accommodated, the Airport Director shall select Operator and/or another Operator tenant or tenants to accommodate the Requesting Operator, by sharing all or a portion of the Preferential Premises assigned to one or more tenant Operators, including possibly the Operator, with Requesting Operator in the manner determined by the Airport Director. Such reduction and reallocation shall be determined by taking into consideration factors including, but not necessarily limited to: current relative utilization of Preferential Premises (on a gross flight number and/or enplaned passenger basis), schedule compatibility, union work rules, and competitive relationships. Once a decision is made, the Airport Director shall send written notice to the tenant Operator(s) selected to accommodate the Requesting Operator to begin accommodation of such Requesting Operator within ten (10) business days from the receipt of such notice. Operator shall not be required to bear the expense of any such reduction in size or reconfiguration of the Preferential Premises and Operator may require the Requesting Operator to enter into an agreement, acceptable to the Operator, for Requesting Operators' use of Operator's Preferential Use Space. The Airport Director shall include in such notice the basis for the decision. The decision of the Airport Director shall be final.

2.7.5 If during the term of this Agreement, Operator suspends flight operations at the Airport for a period in excess of sixty (60) days, during the months of December through March inclusive, and another Operator makes application for use of new or additional space in the Terminal, the County reserves the right to delete all or a portion of the Preferential Premises from this Lease for the remainder of its term, and to make such space available to the Requesting Operator.

2.8 Acknowledgment of Facilities Limitations. The County has advised Operator, and Operator acknowledges and understands, that the scheduling of service to the Airport by large aircraft (more than 30 seats), during the same or in close proximity to periods in which the Airport is being served by other large aircraft may result in schedule delays, and inconvenience and

discomfort to passengers. The County encourages Operator and other Operator tenants to take these considerations into account when scheduling service by large aircraft at the Airport. Upon request of Operator, the County will share with Operator all non-confidential information in its possession regarding the scheduling and proposed scheduling of Operator service at the Airport.

2.9 Entry and Inspection By County. County and its authorized officers, employees, agents and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to the Operator's operations as is reasonably practicable, and with prior written notice to the Operator) to enter upon the Operator's Preferential Premises for the following purposes:

2.9.1 To inspect such Premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether the Operator has complied and is complying with the terms and conditions of the Lease with respect to such Premises.

2.9.2 To perform maintenance and make repairs and replacements in any case where Operator is obligated to do so and has failed after reasonable written notice to do so, in which event Operator shall reimburse County for the reasonable cost thereof promptly upon demand.

2.9.3 To perform maintenance and make repairs and replacements in any case where the County is obligated to do so, and in any other case where the County, in its reasonable judgment, determines that it is necessary or desirable to do so in order to preserve the structural safety of such Premises or the building in which they are located or to correct any condition likely to cause injuries or damages to persons or property.

2.9.4 In the exercise of the County's police power, nothing herein shall limit the rights of County to enter the Preferential Premises with or without notice in the event of an emergency. No such entry by or on behalf of the County upon such Premises shall in and of itself cause or constitute a termination of this Lease or be deemed to constitute an interference with Operator's possession of the Premises.

3. OBLIGATIONS OF OPERATOR

3.1 Rentals and Charges. Operator agrees to pay the County rentals and charges for the use of the Leased Premises, and the services and privileges granted hereunder, according to the following schedule:

3.1.1 For Airport services connected with its operations scheduled to be landed and non-scheduled operations actually landed at the Airport, Operator shall pay a landing

fee based on the **maximum certified landing weight of the aircraft landed**, which landing fee shall be **$2.72 per 1,000 pounds of Weight**.

3.1.2 For use of passenger, cargo and baggage processing space within the terminal bag claim area and space for aircraft maintenance supplies and parts storage, Operator agrees to pay the County an annual rate of **$11.19/sq. ft.** (30% of exclusive preferential rate) for **450 sq.ft.** space desired for operators use **($420/mth).**

3.1.3 Such additional fees or charges as are necessary to reimburse the County for expenditures required to comply with standards, regulations, orders or directives from the Federal Aviation Administration and/or Transportation Security Administration concerning security to the extent that the federal government is not obligated to provide such reimbursement. To the extent that the Operator provides such services at its own expense, it shall be relieved of any obligation to reimburse the County under this section.

3.1.4 Operator agrees to faithfully collect and promptly remit to County (without notice or demand by County and in accordance with FAR Part 158) the proceeds of the County's Passenger Facility Charge as long as the County has an FAA approved Passenger Facility Charge in effect. Operator shall pay the County interest for late payment of Passenger Facility Charge proceeds to County in accordance with Section 3.1.8 below. Both Operator and County hereby covenant to fulfill their responsibilities under the terms of FAR Part 158. If legislation and regulations, in effect on the date of this Lease, governing passenger facilities charges, use fees, or similar charges on Operator's passengers using the Airport are amended, changed, or eliminated during the term of this Lease, the County reserves the right to appropriately adjust such charges, levy new charges, revise charges, or implement additional charges as reasonably determined by the County to be necessary. In the event that any rental, fee or charge set forth in this Lease shall not be paid to the County within the calendar month of the due date, Operator agrees to pay a late charge equal to one and one-half percent (1 1/2%) per month on the unpaid balance, accruing from the due date until paid.

3.1.5 Operator shall pay for any identification badges required for its or its assigns or subtenants' employees, at a rate established by the County from time to time, and the cost of finger print based FBI background checks in addition to any other requirements of the TSA. The initial badge rate currently charged by the County is $75.00 per badge. Operator shall also pay fees as established by the County from time to time for the replacement of said badges. When requested by Operator, the County shall issue keys to Operator employees, to provide access to those areas of the Terminal which the County in its discretion deems necessary or appropriate for Operator's activities. Operator agrees to pay the County $10.00 for each such key issued. If any such key is lost or stolen, Operator agrees to pay the County $100, plus the actual cost incurred by the County for re-keying the affected locks and producing replacement keys. Operator acknowledges that, depending on the key

lost, the cost incurred for re-keying locks and providing replacement keys may be significant.

3.2 Terms and Conditions of Payment.

3.2.1 Rentals under subparagraph 3.1.1 and 3.1.4 above shall be paid in advance in monthly installments due the first day of each month and payable no later than the 15th day of each month. The first such payment shall be due on **December 1st, 2022**.

3.2.2 Operator shall provide to the County information required in calculating fees set forth in subparagraphs 3.1.2 and 3.1.3, above, and warrants that all information contained in these reports shall be true and accurate as of the date the same is given. By the second business day of each month during the Lease term, Operator shall deliver to the County, on a form to be provided by the County, all information concerning Operator's aircraft landed and landed Weight for the previous calendar month, together with flight cancellations and the reasons therefore. The County will thereafter invoice Operator the appropriate fee for the previous month, which amount shall be paid by Operator within twenty (20) days following billing by the County.

3.2.3 Payment for any cost reimbursement shall be made within thirty (30) days following receipt by the Operator of a statement or invoice itemizing such costs unless Operator, at its option, exercised in writing upon notice to the county, elects to carry forward.

3.2.4 Payments shall be made to the Gunnison County Finance Office, 200 East Virginia, Gunnison, Colorado 81230, and should be made payable to the "Gunnison County Treasurer." Any check or other order shall be accepted subject to collection and the Operator agrees to pay any bank charges made for the collection of any such check.

3.3 Insurance. Operator shall have the obligation to maintain, during the Term of this Lease and at Operator's expense, aircraft liability insurance and comprehensive general form liability insurance, covering bodily injury, personal injury, property damage, products/completed operations liability, premises liability and contractual liability, with liability limits of at least those set forth in the County's Minimum Standards and Requirements of Commercial Aeronautical Activities (the "Minimum Standards") at the Airport, as the same now exist or as they may be hereafter amended after notice to Operator, including acceptable sub-limits. A copy of the Minimum Standards is annexed to this Lease at **Exhibit 2**. Said aircraft liability shall be applicable to owned, non-owned, and hired aircraft, and shall cover Operator's use and occupation of the Leased Premises and aircraft operations at or upon the Airport. Said policy shall include an endorsement covering the indemnity owed by Operator to the County under this Lease. Operator may insure in such amounts as Operator shall deem appropriate with respect to any other risk, including risk to personal property or trade fixtures located on the Preferential Premises. Operator shall also maintain worker's compensation insurance or

evidence of self-insurance, in accordance with the laws of the State of Colorado, covering all its employees who may from time to time be at the Airport in such capacity. Operator shall furnish current certificates of insurance to the County within 30 days of executing this agreement. Regarding Section 1.7.5 Insurance of the Minimum Standards, JSX will provide thirty (30) days notice of cancellation, except ten (10) days notice with respect to nonpayment of premium and seven (7) days notice (or such shorter period as may be required) with respect to War.

3.4 Indemnification of the County. Each of the Operator and the County agrees to indemnify the other against all liability for injuries to persons or damage to property caused by the other's intentional and/or negligent operations at or upon, or use or occupancy of the Leased Premises, except to the extent that such injuries or damage are caused by the gross negligence or willful misconduct of such party. the parties hereto expressly agree that under no circumstances shall either party or its affiliates be liable for special or exemplary damages, whether in contract or tort (including strict liability, negligence, and nuisance), such as, without limitation, punitive damages.

3.5 Security Requirements.

3.5.1 Operator shall conduct criminal and such other checks on its employees as may be required by applicable federal law and/or regulations, whether the same applies to Operator directly, or to the operation of any part of the Airport. Operator shall also timely provide the County with such information as may be necessary for the County to comply with federal law or regulation, including those relating to the issuance of SIDA badges. Employees will not be assigned duties in which they are required to have unescorted access to controlled areas until such checks have been made and appropriate authority granted by the County. Operator further agrees that Operator and its Employees shall fully comply with the County's security program.

3.5.2 Operator shall maintain the Premises in such a manner as to keep them reasonably secure from unauthorized intrusion and shall with respect to any area of the Premises opening to an Air Operations Area (AOA) of the Airport, provide for an adequate security procedure designed to prevent unauthorized persons or vehicles from entering such Air Operations Area. An "Air Operations Area" is defined to mean any area of the Airport used or intended to be used for landing, takeoff or surface maneuvering of aircraft. An "adequate security system" is further defined as providing for security at the standard no less than required and set out in Part 1542 of the Federal Aviation Regulations of the Federal Aviation Administration, as may be amended.

3.5.3 At any time during the term hereof, when requested in writing by the Airport Director, the Operator shall, within a reasonable period following such request, submit to the Airport Director written descriptions of the security procedures that are to be used and are being used by the Operator on any or all of the Leased Premises.

3.5.4 It is understood and agreed by the Operator that the TSA screening check point located in the Airport Terminal and the services provided by the TSA screening staff will not be utilized and instead will be provide by Operator. It is understood and agreed that all screening, security and related operating procedures by Operator will remain compliant with FAA 14 CFR 135 regulations and the Operator's TSA approved Twelve-Five Standard Security Program (TFSSP). Operator and the County will use their best reasonable efforts to ensure that Operator's departing passengers will not enter the TSA screening check point.

3.5.5 If Operator uses any access gate or door ("Access Gate") providing access to the Security Identification Display Area ("SIDA") of the Airport. Any such Access Gate shall be constantly monitored by Operator while open to prevent access to the SIDA by any person who does not properly display a County-issued security badge, or by any person who is not actively escorted by such a properly badged person. If unauthorized access to the SIDA occurs though an Access Gate being used by Operator it shall be a violation of this Lease and of the County's security program. For any such violation, Operator shall pay the County liquidated contract damages, which shall not be considered a penalty, in accordance with the following schedule, for violations occurring during the same calendar year:

1st Violation	Notice of Violation—Next Offense to Result in Fine
2nd Violation	$250 (gate will be locked by County until fee is paid)
3rd Violation	$500 (gate will be locked by County until fee is paid and

Operator shall provide assurances which, in the sole discretion of the County, are sufficient to prevent future Access Gate violations). Regardless of the number of such Access Gate violations which occur, should any such violation(s) result in a damage award, citation, or fine being assessed against the County, then Operator shall promptly reimburse the County for said damage award, citation, or fine, and for all costs and expenses, including reasonable attorney's fees, incurred by the County in defending against and satisfying the same

3.6 Operator's Employees. Operator hereby covenants and agrees, that with respect to operations authorized under this Lease;

3.6.1 Operator shall require all of its Employees, representatives, contractors, subcontractors, licensees, subtenants, invitees excluding passengers, and suppliers hired by Operator and working about the Terminal to wear clean and neat attire and to display appropriate identification.

3.6.2 Operator shall not permit its Employees to enter the Airport's security areas without the Employee's valid identification or an approved escort; and it shall immediately notify the Airport Director or his designee whenever an Employee's access authority

has been revoked, an access medium has been lost or stolen, or it becomes aware that the access control system or its components have been compromised or threatened.

3.7 Records. Operator agrees that it shall keep or cause to be kept at the Airport true, accurate and complete records of Operator's activity conducted at the Airport upon which reports required in Subparagraph 3.2.2 above are based, for a period of two (2) years after the activity conducted, and shall permit the County to inspect the same at all reasonable times. Operator will provide passenger deplanement and enplanement records to the Airport Director by the 30th of each month after the month of the recorded activity.

3.8 Liens. Operator shall immediately cause to be removed, and shall cause a bond to be posted for the benefit of County to secure the payment of any and all liens or encumbrances of any nature arising out of or imposed because of any improvements or repairs performed by Operator or any of its contractors or subcontractors upon the Preferential Premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use on the Preferential Premises.

3.9 Removal of Disabled Aircraft. Operator shall promptly remove any of its disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways, aprons and gate positions) and place any such disabled aircraft in such storage areas as may be designated by Airport Director. Operator may store such disabled aircraft only for such length of time and on such terms and conditions as may be established by Airport Director. If Operator fails to remove any of its disabled promptly, County may, but shall not be obligated to, cause the removal of such disabled aircraft, provided, however, the obligation to remove or store such disabled aircraft shall not be inconsistent with federal and state laws and regulations. Operator agrees to reimburse County for all reasonable and actual costs of such removal.

4. OBLIGATIONS OF THE COUNTY

4.1. Quiet Enjoyment. The County covenants that on paying the rent and performing the covenants herein contained, Operator shall peacefully and quietly have, hold and enjoy the rights granted herein for the agreed term.

4.2. Maintenance and Utilities. During the term of this Lease, the County shall maintain and keep in good repair so much of the Airport, including the Terminal, as is not under the preferential or exclusive control of individual tenants, in accordance with applicable laws, rules and regulations. The County shall also maintain and operate sewage and water facilities, janitorial services, electrical and electronic facilities, and such other appurtenances and services as are now or may hereafter be connected with the operation of the Airport, for the common areas of the Terminal.

4.3. Snow Removal. The duties of the County shall include the removal of snow from the ramps, runways and taxiways of the Airport, to the standard of a reasonable airport operator under

similar circumstances and in light of equipment and personnel reasonably available to the County except as provided for in 4.4.

4.4. Operator Snow Removal. Operator agrees to remove ice and snow from (a) an area around each aircraft measuring ten (10) feet from the nose, tail, and wings, and (b) a ramp area designated by the Airport Director for housing Operator ground handling equipment, such areas identified as the "Exterior Exclusive Use Premises" if any taking into account the equipment and personnel reasonably available to the Operator except as provided in Section 4.3 above. Operator shall indemnify and hold the County harmless from any and all claims arising out of Operator's failure to clear ice and snow from the Exterior Exclusive Use Premises. Operator assumes full responsibility for the safety of its employees, contractors, agents, and passengers moving between the terminal and its own aircraft, regardless of weather conditions.

5. TERM

5.1 Term. Subject to earlier termination as hereinafter provided, the term of this Lease shall be a 6 (six) month period commencing November 15th, 2022 and ending May 14th, 2023. Provided, however, and notwithstanding anything contained herein to the contrary, the Operator may sooner terminate this Lease at any time upon 30-days advance written notice if, the Rural Transportation Authority and the Operator fail or are unable to agree to re-sign or extend the Air Service Agreement, as defined in Section 6.1.3 hereof, for Operator to provide air service to the Airport for any such Option Term (the "Operator Operating Agreement and Lease of Airport Facilities").

5.2 Holding Over. Holding over or failure to vacate the Preferential Premises at the end of the term shall not be construed to be the granting or exercise of an additional term, but shall create only a month to month tenancy, under the other terms and conditions of this Lease, which may be terminated by either party upon 30-days notice to the other.

6. TERMINATION, SURRENDER AND DAMAGES

6.1 Termination by Operator.

6.1.1 Operator may terminate this Lease at any time if it withdraws from providing scheduled air service to the Airport, providing that it first delivers to the County a written notice specifying an early termination date, which date shall not be less than thirty (30) days from the date of delivery of said notice to the County. In such event, this Lease shall terminate on the date specified in the notice, provided that Operator is not then in default under the terms of this Lease and all amounts due and owing to the County are fully paid on and to the termination date specified. If Operator continues to provide service after the date specified, is in default hereunder or otherwise continues to owe monetary obligations to the County on said date,

Operator's obligations under this Lease shall not terminate, but shall continue during the term.

6.1.2 If the County fails to perform any material act or acts or render any service required to be performed or rendered by the County under the terms of this Lease, and if the County fails to remedy any such default within thirty (30) days following Operator's written notice to remedy the same, Operator may terminate this Lease.

6.1.3 If the Operator fails to agree to re-sign or extend its agreement with the Rural Transportation Authority to provide air service to the Airport for any Option Term of this Lease, the Operator may terminate this Lease on thirty (30) days written notice to the County, but in no event shall such termination be effective prior to the expiration of the Air Service Agreement.

6.1.4 Operator shall also have the right to terminate this Lease in the event of any of the following: the order or action of a federal agency terminating or suspending Operator's right to operate into and from the Airport; issuance by any court of competent jurisdiction of any injunction preventing or restraining the use of the Airport or any part thereof for airport purposes, and the remaining in force of such injunction for a period of at least thirty (30) days; any action of a federal agency hereafter refusing to permit Operator to operate into, from or through the Airport such aircraft as Operator may reasonably desire to operate thereon; the inability of Operator to use said premises and facilities continuing for a longer period of thirty (30) days due to any deficiency of the Airport or unsafe condition for operating at the Airport of the type of aircraft then being flown by Operator or any law, order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of Operator or due to war or other casualty; the assumption by the United States or any authorized agency thereof of control of the Airport or any substantial part thereof; or the erection of any obstacle on or in the vicinity of the Airport which would occasion a modification of Operator's air carrier operating certificate or similar authorization establishing minimum safety standards for the operation of Operator.

6.2 Operator's Default and County Remedies.

6.2.1 County may terminate this lease if Operator is in default under this Lease in the event of any of the following:

6.2.1.1 appointment of a receiver or trustee of Operator's assets;

6.2.1.2 default by Operator in the performance of any covenant or agreement herein required to be performed by Operator other than the payment of money or the occurrence of the events described in this paragraph, and failure of Operator to remedy such default for a period of thirty (30) days after receipt of written notice to remedy the same; or

6.2.1.3 failure of the Operator to make any payment due hereunder within fifteen (15) days after receipt of notice of such overdue payment.

6.2.2 In the event of default, the County may, at its option, in addition to other remedies, and with or without terminating this Lease, utilize Operator's security deposit to satisfy all or a portion of Operator's obligations to the County. The County need not terminate this Lease upon Operator's default, but at its discretion and without terminating the Lease, may seek specific performance, damages incurred by it as a result of Operator's default, and/or such other and further relief as may be available at law or equity. In the event of Operator's default, the County need not elect remedies, but may pursue any combination of remedies available to it at law or equity.

6.3 Surrender of Possession.

6.3.1 On the expiration or other termination of this Lease, Operator's rights to use the Leased Premises, facilities and services described herein shall cease, and Operator shall promptly vacate the Preferential Premises, if any.

6.3.2 Except as otherwise provided in this Lease, all fixtures, improvements, equipment and other property bought, installed, erected or placed by Operator in, on or about the Airport shall be deemed to be personal property and shall remain the property of Operator. Operator shall have the right at any time during the term of this Lease, or any renewal or extension hereof, and for an additional period of thirty (30) days after the expiration or sooner termination of this Lease, to remove any or all of such property from the Airport, subject, however, to Operator's obligation to repair all damage, if any, resulting from such removal, reasonable wear and tear excluded. Any and all property not removed by Operator prior to the expiration of the aforesaid period shall be deemed abandoned thereupon become a part of the land on which it is located and title thereto shall vest in the County. The County may, however, require and accomplish the removal of said property at its option and at the expense of Operator. Neither the County, nor its officers, employees or contractors shall have any liability to Operator with respect to such abandoned property.

6.4 Damage or Destruction of Premises.

6.4.1 If the Preferential Premises are partially damaged by fire, the elements, the public enemy or other casualty, and the damage is so extensive as to render the Preferential Premises untenantable, but said damage is capable of being repaired in 60 days or prior to the termination date hereof, whichever date first occurs, the Preferential Premises shall be repaired with due diligence by the County at its own cost and expense, and the rent payable hereunder with respect to that portion damaged, if any, shall be proportionately paid up to the time of such damage and shall thenceforth abate in the ratio the space rendered unusable bears to the total space leased until

such time as the Preferential Premises shall be fully restored. If the Preferential Premises are completely destroyed or are so damaged that they will remain untenantable for more than 60 days or beyond the termination date hereof, whichever date first occurs, either party may, at its option, cancel so much of this Lease as relates to the untenantable space, such cancellation to be effective as of the date the Preferential Premises were damaged or destroyed. In such event, County shall make reasonable efforts to provide Operator with substitute space, to the extent the same is reasonably available.

6.4.2 Except as provided in subparagraph 6.4.1 above, destruction of all or part of the Preferential Premises shall not affect the obligation of Operator to pay the rents and charges set forth in this Lease.

6.4.3 In the event that the Preferential Premises are rendered untenantable for reasons other than those set forth above, there shall be a reasonable and proportionate abatement of the rentals, fees and charges provided for herein during the period that the same are so untenantable or unusable.

6.4.4 Notwithstanding any of the foregoing, in the event any damage or destruction to the Airport is caused by a negligent act or omission by Operator, its subtenants or Employees, Operator shall reimburse the County for its actual costs incurred in repairing such damage. Nothing herein shall be construed as a waiver of the right of the County to recover damages from Operator arising out of the fault or negligence of Operator.

6.4.5 In the application of this Paragraph 6.4, the County's obligations shall be limited to repair or reconstruction of the Preferential Premises to the extent and of equal quality as obtained at the commencement of operations hereunder, and the County shall not be responsible for any consequential damages. Redecoration or replacement of Operator's furniture, equipment and supplies shall be the responsibility of Operator, unless damage thereto is caused by a negligent act or omission of the County, its agents or employees, in which event the County shall be responsible for such redecoration and replacement. Any such redecoration or refurnishing shall be of equivalent quality to that originally existing at the commencement of the Lease.

7. ASSIGNMENTS AND SUBLETTING

7.1 Assignments and Subletting. Operator shall not at any time assign or sublet its rights under this Lease or any part thereof without the prior written consent of the County; provided, however, that the foregoing shall not prevent the assignment of such rights to any corporation with which Operator may merge or consolidate, or which may succeed to the business of Operator. No such assignment or subletting shall release Operator from its obligations to pay

any and all of the rentals and charges and to otherwise perform Operator's obligations set forth herein.

7.2 Successors to the County. The rights and obligations of the County under this Lease may be assigned by the County, at the option of the County, and without the necessity for the concurrence of the Operator in any such assignment.

8. OTHER AGREEMENTS

8.1 Compliance with Laws, Rules and Regulations.

8.1.1 Operator shall obtain and pay for all licenses, fees, permits or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Lease and the privileges extended hereunder. Operator shall also pay all taxes lawfully imposed upon it with respect to its property or operations on the Airport.

8.1.2 Operator shall, at all times, faithfully obey and comply with all applicable existing and future laws, rules and regulations adopted by federal, state, local and other governmental bodies and applicable to or affecting Operator and its operations and activities in and at the Airport.

8.1.3 Operator agrees to abide by and be subject to all (a) the Minimum Standards, and (b) Airport Rules and Regulations which are now, or may from time to time be, lawfully promulgated by the County and/or other agencies with authority concerning management, operation or use of the Airport. A copy of the County's existing Minimum Standards and Rules and Regulations relating to operations at the Airport are annexed to this Lease as Exhibit 1 and 2.

8.1.4 Nothing herein shall limit the right of Operator to challenge any rule or regulation, or the application of such rule or regulation to Operator, or to seek any legal or equitable remedy.

8.1.5 Operator acknowledges that it has reviewed and is familiar with Assurances which are imposed upon the County by the Federal Aviation Administration by nature of its having received grant funding. Operator agrees that it will faithfully comply with such Assurances to the extent that they apply or hereafter apply to the Operator, and shall take no action or make no omission which would cause the County to be in default under such Assurances.

8.2 Lease Subordinate. This Lease shall be subordinate to any existing or future agreement between the County and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition to the expenditure of federal funds for development of the Airport. If such an Agreement is entered into

between the County and the United States, the parties agree to execute an amendment to this Lease so as to remove any material inconsistencies between this document and any agreement with the United States. In the event that by reason of any such Agreement with the United States, it becomes necessary to modify, relocate or remove any improvements or other structures situated on the Leased Premises, Operator agrees to modify, relocate or remove any such improvements or structures, as directed by the County, and the County shall compensate and reimburse Operator for reasonable costs and expenses (including modification, removal or relocation costs) so incurred by Operator.

8.3 Non-Discrimination. In operations at and use of the Airport, the Operator shall not, on the grounds of race, color, national origin or sex, discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable law, shall abide by the provisions of Part 21 of the Rules and Regulations of the Office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964.

8.4 Service Entrances. The County shall have no obligation to provide any special service entrances for utilities other than those, which presently exist in the Terminal. In the event Operator requires any additional or special service entrances, the same shall be installed at the cost and expense of Operator, and only upon prior County approval.

8.5 Availability of Governmental Facilities. In the event that air navigation aids or other facilities now or hereafter supplied by the United States and needed for Operator's operation at the Airport are discontinued, the County shall have no obligation to furnish such aids or facilities.

8.6 Relocation by the County. If in the opinion of the County, proper development or operation of the Airport requires that any part of the Leased Premises be devoted to a different use, the County shall have the right, upon six (6) months advance written notice to Operator ("Relocation Notice"), and without cost or expense to Operator, to relocate all or a part of the Leased Premises, on a temporary or permanent basis, provided that such notice details the specifics and timing of such relocation and what specific areas of the Lease Premises are affected. If the Preferential Premises is so relocated it shall be of no less area, and as conveniently located with reference to the Security Holding Area as is reasonable, considering all demands for space at the Airport. In such event, all of Operator's improvements and trade fixtures shall, without cost or expense to Operator, be relocated or replaced on said relocated Preferential Premises, and this Lease shall continue in effect with respect to such relocated Preferential Premises. In the event of such Relocation Notice, Operator shall the right in its sole discretion to terminate this Agreement.

8.7 Force Majeure. Neither the County nor Operator shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of aircraft or fuel or tires as the direct result of governmental decree, acts of God, acts of the public enemy, acts of superior governmental authority, weather condition,

riots, rebellion, sabotage or any other circumstances for which it is not responsible and which is not under its control.

8.8 Reservation of County Rights. Notwithstanding anything herein to the contrary, the County reserves the following rights:

8.9.1 For the use and benefit of the public, the right of flight for the passage of aircraft in the air space above the surface of the Leased Premises, together with the right to cause in that air space such noise as may be inherent in the operation of aircraft utilizing the Airport.

8.9.2 The right to protect the aerial approaches of the Airport against obstruction, including the right to prohibit Operator from erecting, or permitting to be erected, any building or other structure on the Leased Premises which would, in the reasonable judgment of the County, constitute a hazard to aviation.

8.9.3 During time of war or national emergency, the right to lease the Airport or any part thereof, including the Leased Premises or any part thereof, to the United States Government for military purposes, and, in the event of such lease to the United States for military purposes, the provisions of this Lease shall be suspended insofar as such provisions may be inconsistent with the provisions of the lease to the United States.

8.9.4 The right to direct all activities of Operator at the Airport in the event of an emergency.

8.9.5 The right to grant other leases, licenses, permits or rights to occupancy or use of the Airport so long as such other grants do not unreasonably interfere with or impair Operator's rights hereunder or Operator's occupancy or use of the Leased Premises, and the right to direct changes in the way Operator conducts its Airport operations in the event that the County determines, in the exercise of its reasonable judgment, that one or more aspects of Operator's method of operation is unreasonably interfering with the lawful and proper occupancy or use by others of the Airport. Provided, that this reserved right is not intended to allow the County to deny Operator the basic right to use the Leased Premises for any of the uses permitted hereunder.

8.9.6 The right to further develop and/or improve the Airport, including the Leased Premises, as the County deems appropriate, without interference or hindrance by Operator, and the County shall have no liability hereunder to Operator by reason of any interruption to its operations on the Leased Premises occasioned by such development and/or improvement of the Airport; provided, that if Operator shall be unable to conduct reasonably normal business operations on the Leased Premises by reason of any such development and/or improvement of the Airport, then rent and other fees payable by Operator hereunder shall be subject to an equitable adjustment during the period of such interruption.

8.9.7 Prior to taking any such action which would adversely affect the operations of the Operator, the County agrees to consult with the Operator's local and/or designated representative; provided, however, that this shall not preclude the County from taking any action it deems necessary for the immediate protection of persons or property or which is necessitated by circumstances which the Airport Director or other authorized person reasonably believes to be a threat to the general welfare.

9. MISCELLANEOUS PROVISIONS

9.1 Non-Exclusive Right. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the County reserves the right to grant to others the privilege and right of conducting any one or all of the aeronautical activities specified herein, or any other activities of an aeronautical nature.

9.2 Operator's Subcontracts. The requirements of this Lease shall apply to Operator's approved subcontractors hereunder, and Operator shall ensure that such subcontractors agree to and comply with the obligations of paragraphs hereof to the same extent required of Operator.

9.3 Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

9.4 Time of Essence. Time is of the essence in this Lease.

9.5 Non-Waiver. Waiver by either party of or the failure of either party to insist upon the strict performance of any provision of this Lease shall not constitute a waiver of the right or prevent any such party from requiring the strict performance of any provision in the future.

9.6 Limitation of Benefit and Liability. This Lease does not create in or bestow upon any other person or entity not a party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not a party. No director, officer, official or employee of either party shall be held personally liable under the terms of this Lease.

9.7 Severability. Any covenant, condition or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice the County or Operator in their rights and obligations contained in valid covenants, conditions or provisions.

9.8 Effect of Lease. All covenants, conditions and provisions in this Lease shall extend to and bind the successors of the parties hereto, the assigns of the County and the permitted assigns of Operator.

9.9 Notices. Notice to the County provided for herein shall be sufficient if sent by registered mail addressed to:

Gunnison-Crested Butte Regional Airport
Mathew Birnie, County Manager
200 E. Virginia
Gunnison, Colorado 81230

and notices to the Operator, if sent by registered mail, addressed to:

Delux Public Charter, LLC
1341 W Mockingbird Ln #600e
Dallas, TX 75247

9.10 Governing Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Any action to enforce or interpret this Lease shall be brought in a court in and for Gunnison County, Colorado, or in the United States District Court for the District of Colorado.

9.11 Entire Lease. This Lease embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.

9.12 Attorneys' Fees. In any action to enforce or interpret the provisions of this Lease, the court may award reasonable attorney fees and costs to the prevailing party.

9.13 No Personal Liability. No director, officer or employee of either party hereto shall be held personally liable under this Lease.

9.14 Modification of Lease. This Lease may not be altered, modified or changed in any manner whatsoever except by a writing signed by all parties hereto.

9.15 Capacity to Execute. The County and Operator each warrant and represent to one another that this Lease constitutes the legal, valid and binding obligation of that party.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By: _____

Jonathan Houck, Chairperson

_____

Roland Mason, Commissioner

_____

Elizabeth Smith, Commissioner

Attest:

_____

Katherine Haase, Deputy Clerk

Delux Public Charter, LLC (dba JSX)

John Redcay

_____

John Redcay, Chief Commercial Officer

Attest:

Beverly Hennigh

_____

EXHIBIT 1
Minimum Standards

EXHIBIT 2
Rules and Regulations

Signature: Beverly Hennigh

Email: beverly.hennigh@jsx.com

JSX Airport Agreement Oct 2022 FInal GUC(1)

Final Audit Report 2022-11-14

Created:	2022-11-14
By:	Beverly Hennigh (beverly.hennigh@jsx.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWTcFd13YwkWEwbDI9lOU3B-Xb_sLD7Hs

"JSX Airport Agreement Oct 2022 FInal GUC(1)" History

Document created by Beverly Hennigh (beverly.hennigh@jsx.com)
2022-11-14 - 10:08:58 PM GMT- IP address: 32.143.14.10

Document emailed to John Redcay (john.redcay@jsx.com) for signature
2022-11-14 - 10:09:46 PM GMT

Email viewed by John Redcay (john.redcay@jsx.com)
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Document e-signed by John Redcay (john.redcay@jsx.com)
Signature Date: 2022-11-14 - 10:10:19 PM GMT - Time Source: server- IP address: 32.143.14.10

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Email viewed by Beverly Hennigh (beverly.hennigh@jsx.com)
2022-11-14 - 10:10:39 PM GMT- IP address: 66.249.84.95

Document e-signed by Beverly Hennigh (beverly.hennigh@jsx.com)
Signature Date: 2022-11-14 - 10:11:11 PM GMT - Time Source: server- IP address: 32.143.14.10

Agreement completed.
2022-11-14 - 10:11:11 PM GMT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for CTSI Certificate of Participation; Co

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: CTSI

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

Summary:

Requires BOCC signature on standard Certificate of Participation agreement. I see no material differences to prior certificates other than contribution amounts.

Fiscal Impact: 532,087

Submitted by: Perry W Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 2/3/2023

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/3/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/3/2023

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 2/7/2023

Revised April 2015

Certificate of Participation

Colorado Counties Casualty and Property Pool (CAPP)

For the Coverage Period January 1, 2023 through December 31, 2023

GUNNISON COUNTY

Colorado Counties Casualty and Property Pool (CAPP) hereby certifies that **Gunnison County** is a participating Member of CAPP for the period beginning January 1, 2023 through December 31, 2023. The coverages, conditions of membership, and other provisions applicable to members of CAPP are as described in CAPP's Bylaws and Intergovernmental Agreement and in the applicable excess policies, policy statements and endorsements thereto, copies of which have been or will be provided to **Gunnison County.**

The types and monetary limits of the coverages provided to **Gunnison County** through membership in CAPP, in consideration of the payment of its contributions, are limited, as of the date of this certificate, to those which are shown below. The scope, terms, conditions and limitations of coverages are governed by the aforementioned agreement and policies.

I) The types of coverages, subject to the limit on CAPP's liability in Section II below, are as follows:

- **A)** Property (including EDP, mobile equipment, and auto physical damage)
- **B)** Liability
  - **1)** Bodily Injury, Property Damage (General Liability, Auto Liability)
  - **2)** Wrongful Acts committed in the conduct of duties (Public Entity Management Liability)
  - **3)** Bodily Injury, Property Damage, Personal Injury (Law Enforcement Liability)
  - **4)** Errors or omissions in the administration of an insured's employee benefits (Employee Benefits Liability)
  - **5)** Injury resulting from healthcare professional services rendered by any insured who is not a medical doctor, psychologist, psychotherapist or nurse practitioner. (Healthcare Professional Liability).
- **C)** Crime
  - **1)** Monies and Securities (inside)
  - **2)** Monies and Securities (outside)
  - **3)** Employee Fidelity
- **D)** Boiler and Machinery
- **E)** Network Security Liability

II) CAPP Retention, Aggregate Limits, and Member Deductibles

For the coverages described in Section I, CAPP shall be liable only for payment of the self-insured retention and only to a total annual aggregate amount for members of CAPP as a whole of the amount of the CAPP loss fund for the coverage period. CAPP's per claim/occurrence retentions are limited to the following for the foregoing coverages:

- **A)** $150,000 per claim/occurrence **property**, except wind/hail, which is 2% per location total value subject to a minimum $1M per claim/occurrence. County deductible $1,500
- **B)** $1.5M per claim/occurrence **liability** (per coverage line), except Law Enforcement, which is $1M per claim/occurrence – County deductible $15,000 except in certain claims - Law Enforcement County deductible $40,000. Employment Termination deductible $15,000. See CAPP Policy Statements.
- **C)** $200,000 or $300,000 per claim/occurrence **crime** – County deductible $500
- **D)** $5,000 per loss **boiler and machinery** – County deductible $500
- **E)** $100,000 per claim/occurrence **network security liability** – County deductible $0. Pool annual limit aggregate $5,000,000.

Coverages in excess of the foregoing pool retentions are provided only by the excess insurers in applicable excess policies, and are payable only by those excess insurers. The limits of coverage provided by the excess insurers are as follows:

A. Liability-Old Republic, Markel and Lexington

From $1.5M per claim/occurrence to $10 million per claim/occurrence except for auto, which is non-aggregated.

1. **Law Enforcement**

From $1M to 10 million per claim/occurrence.

All liability claims are subject to the following:
All liability coverages are provided on a claims-made coverage form. In no event shall the maximum per claim/occurrence payment exceed the following for general liability, auto liability, public entity management liability, law enforcement liability, employee benefits liability or healthcare professional liability claims subject to the Governmental Immunity Act: $424,000 per person and $1,195,000 per occurrence. Additional limits, sublimits and aggregates apply as provided in the applicable excess policies.

Liability Coverage Layers	Carrier
1.5 million to 2 million	Old Republic
$2 million to $3 million	Markel
$1 million to $4 million Standalone Law Enforcement	Lexington
$5 million	Allied World

B. Crime-Policy-Hiscox
From $200,000 or $300,000 to $1 million each occurrence. Additional limits, sublimits and aggregates apply as provided in the applicable excess policies.

C. Boiler and Machinery- Liberty
From $5,000 to the cost of repair/replacement for each actual loss sustained up to $100 million. Additional limits, sublimits and aggregates apply as provided in the applicable excess policies.

D. Property
From $150,000 to $100 million each occurrence, except hail/wind claims, with a sublimit of $5,000,000 for vehicle physical damage over the road. $1M each occurrence for hail/wind claims. "All Risk" basis with sublimits of $10 million newly acquired property, $5 million new construction each occurrence and $2.5 million unnamed/unscheduled locations. Sublimits of $5 million for property in Flood Zone A and $50 million for property in all other flood zones. Newly acquired property must be reported within 90 days. If new locations are not reported, then the location becomes an unscheduled location. Additional limits, sublimits and aggregates apply as provided in the applicable excess policies.

Property Coverage Layers	Carrier
$150,000 to $10 million	Underwriters at Lloyds Westchester Surplus Lines Starr Surplus Lines Princeton Excess & Surplus Allied World Assurance 2% hail deductible/per location
$10 million to $25 million	Underwriters at Lloyds Westchester Surplus Lines Starr Surplus Lines Princeton Excess & Surplus Evanston (Markel)
$25 million to $50 million	Fidelis Aspen Specialty Starstone Specialty Lexington Westfield Specialty
$50 million to $100 million	RSUI Indemnity Mitsui Sumitomo Swiss Re Hallmark Specialty
Auto Phys Dmg $4m xs $1m	Endurance American
$5k - $100 million Equipment Breakdown	Liberty Mutual

E. Network Security Liability-CHUBB
First Part Liability (Cyber Incident Response, Business/Interruption & Extra Expense, Digital Data Recovery & Network Extortion): $1,000,000 each claim/$1,000,000 Annual Aggregate, Third Party Liability (Cyber, Privacy & Network Security Liability, Electronic, Social & Printed Media Liability) $1,000,000 each claim/$1,000,000 Annual Aggregate. All member limits are subject to the Pool Aggregate Limit of $5,000,000.

Information concerning the CAPP loss fund for the coverage period may be obtained by contacting CAPP through its Administrator, County Technical Services, Inc. (CTSI).

Colorado Counties Casualty and Property Pool

Meredith K. Burcham

Meredith Burcham, CTSI Executive Director
December 20, 2022

CTSI
Serving Colorado's Counties

December 20, 2022

To: Hailey Bingman, Gunnison County

From: Rhonda Curran, Manager of Risk Programs

RE: Self-Funded Contracts

Enclosed are two originals of the Agreement for the Partially Self-Funded Program. Please have the contracts signed, keep one copy and return one to me.

Also enclosed are the contribution invoice and Certificate of Participation.

Please call me if you have any questions.

Administration & Loss Prevention
Phone: 303•861•0507
Fax: 303•861•2832

County Technical Services, Inc.
800 Grant Street • Suite 400
Denver, Colorado • 80203
email: ctsi@ctsi.org

Claims (CAPP & CWCP)
Phone: 303•861•0507 1-800•544•7868
Fax: 303•861•1022

Colorado Counties Casualty and Property Pool
Agreement for Partially Self-Funded Program
Gunnison County
January 1, 2023 through December 31, 2023

THIS AGREEMENT is entered into this 1st day of January, 2023 by and between the Colorado Counties Casualty and Property Pool ("CAPP" or "Pool"), a legal entity formed by intergovernmental agreement under Colorado law, and **Gunnison County** ("County"), a political subdivision of the State of Colorado.

ARTICLE 1.0 RECITALS

1.1 The County is a member in good standing of CAPP and has adopted the CAPP Bylaws and Intergovernmental Agreement (the "Intergovernmental Agreement"), as amended from time to time by the CAPP membership.

1.2 The County is current with respect to all of its obligations to CAPP and therefore eligible to participate in CAPP's partially self-funded option program (the "Program").

1.3 The County wishes to self-fund through CAPP a portion of its anticipated property and casualty claims for program year 2023 while having CAPP continue to provide claims adjudication and management services and loss control and prevention programs for the County and CAPP is willing to provide such services on the terms and conditions hereafter stated.

ARTICLE 2.0 TERM

2.1 This Agreement shall take effect on January 1, 2023, and shall coincide with the term of CAPP's obligations to pay the retention under the CAPP excess insurance policies (hereafter "Policies"), subject to paragraph 3.7 of this Agreement.

ARTICLE 3.0 OBLIGATIONS OF COUNTY

3.1 The County shall pay CAPP **$559,808** with equity credit of **($27,164)** and discount of CTSI fees in the amount of **($20,557)** for a total contribution due of **$512,087** by January 31, 2023 for insurance coverage and services rendered by CAPP for the period January 1, 2023 – December 31, 2023. For services provided by CAPP after December 31, 2023, pursuant to paragraph 4.1 of this Agreement, the County shall budget, appropriate and irrevocably pledge an annual fee to be determined by the CAPP Board of Directors.

3.2 The County shall budget, appropriate, and irrevocably pledge **60,486** in 2023 and thereafter at least annually shall budget, appropriate and irrevocably pledge additional funds sufficient, which may be determined from time to time by CAPP after consideration of actuarial or other financial reports, for the payment of the first **$100,000** of each qualified claim and allocated loss expenses per occurrence subject to the Policies ("County self-funded retention"), none of which payments shall be the responsibility of CAPP. For this purpose, allocated loss expenses means all costs, charges, or expenses of third parties

reasonably incurred by CAPP, its agents or its employees, which are properly chargeable to a qualified claim including, without limitation, court costs, fees, and expenses of attorneys, independent investigators, experts and witnesses, and fees for obtaining diagrams, reports, documents, and photographs; and "qualified claims" means those claims for which coverage is provided pursuant to the Policies, subject to any additional coverage limitations imposed by CAPP.

A **$20,000** claims deposit shall be paid to CAPP by January 31, 2023. Additional funds shall be forwarded to CAPP from time to time based on payments for qualified claims and allocated loss expenses. Interest earned on payments made to CAPP pursuant to this paragraph 3.2 shall be credited to CAPP.

3.3 The County shall pay promptly CAPP's invoices pursuant to paragraph 3.2 within fifteen (15) days of receipt. Interest on any overdue payment shall accrue at the rate consistent with the Intergovernmental Agreement.

3.4 It is the parties' intent that at all times CAPP shall have available sufficient funds from the County to pay promptly all proper charges to the County self-funded retention. The parties do not intend for CAPP to be required to advance CAPP funds to pay the County self-funded retention or to perform services if the County fails to provide necessary funds as provided in paragraph 3.2.

3.5 The County agrees that the timely payment of all amounts billed to it pursuant to this Agreement is an obligation of the County under the Intergovernmental Agreement. The County agrees that any failure to so pay, or any failure of the County to comply with any other provision of this Agreement, will result in expulsion of the County from CAPP, and will subject the County to all other remedies and consequences provided for in this Agreement and in the Intergovernmental Agreement.

3.6 If the County is entitled to any credit or payment under Article XI of the Intergovernmental Agreement for any year, and if the County fails to timely pay any amounts due under this Agreement, the Board may, in addition to any other remedies it has, apply against any such amounts due the amount of any credit or payment CAPP owes or may in the future owe to the County as a result of such membership.

3.7 The County's obligations under this Agreement are subject to and conditional upon the County annually budgeting, appropriating, and irrevocably pledging funds as provided in paragraphs 3.1 and 3.2 of this Agreement. However, the County agrees that coverage of the County through CAPP under the Policies and the services to be provided the County by CAPP are conditional upon such annual budgeting, appropriation, irrevocably pledging of funds, and timely payment of all amounts due in accordance with this Agreement and the Intergovernmental Agreement, and upon the County's compliance with all other provisions of this Agreement. The County further agrees that failure by the County to so budget, appropriate, irrevocably pledge, or make such payment or to so comply will result in no coverage through CAPP under the Policies for any pending qualified claims for which the County fails to provide funds or pay fees as provided in this Agreement, will result in cancellation of coverage under the Policies, and will result in termination of any services provided to the County by CAPP under paragraph 4.1.

3.8 The County shall pay the full amount then pledged pursuant to paragraph 3.2 upon the request of the CAPP Board if the CAPP Board reasonably determines that CAPP needs the payment in order to meet applicable regulatory or statutory requirements.

ARTICLE 4.0 OBLIGATIONS OF CAPP

4.1 For qualified claims of the County under the Policies: CAPP will supervise, administer, manage and provide claims adjudication through County Technical Services, Inc. or such other entity or person as the Board of Directors of CAPP ("Board") may determine, until further notice thereof provided to the County, in accordance with the Intergovernmental Agreement and shall act as the representative of County in all matters related to such services.

ARTICLE 5.0 WITHDRAWAL AND EXPULSION

5.1 Withdrawal or expulsion of the County from CAPP shall not affect the obligations of the County or CAPP under this Agreement.

5.2 On or before the effective date of withdrawal or expulsion of the County from CAPP, the full amount then pledged pursuant to paragraph 3.2 shall be paid to CAPP plus such additional amount as the CAPP Board may reasonably determine is necessary to pay the County's self-funded retention until all qualified claims under the Policies are closed and to pay CAPP's costs pursuant to paragraph 5.3.

5.3 Upon withdrawal or expulsion of the County from CAPP, CAPP shall retain all pending claim files. The County shall continue to pay CAPP for all costs associated with the County's claims paid through CAPP which are subject to the County's self-funded retention in excess of the payment made pursuant to paragraph 5.2.

ARTICLE 6.0 INFORMATION

6.1 All information developed for or specifically relating to claims servicing for the County, including all source documents, stored data and technical, claims, and other information of any kind, and reports prepared by or for CAPP, are the property of CAPP and remain CAPP exclusive property during the existence of and after termination of this Agreement. The County shall have reasonable access to such information, and the right, upon reasonable request, to copy the same at the County's own expense.

ARTICLE 7.0 GENERAL PROVISIONS

7.1 This Agreement is personal to each of the parties and no party may assign or delegate any of such party's rights or obligations hereunder without first obtaining the written consent of the other party.

7.2 Time is of the essence in the performance of the parties' obligations and duties under this Agreement.

7.3 If any portion of this Agreement is declared invalid or unenforceable pursuant to a challenge by the County or by any officer, employee, or resident of the County, or by any other person except CAPP, the CAPP Board shall determine whether the Agreement is or is not severable and its decision shall be final. If the Board determines the Agreement is not severable, the entire Agreement shall be terminated effective on such date as the Board may decide, the County's coverage under the Policies shall be terminated as to all pending and future claims as of that date, and all services by CAPP to the County shall be terminated as of that date except for claims adjudication under paragraph 4.1 for claims for which coverage is not terminated under this paragraph, if any exist. Nothing shall prevent the County from obtaining coverage through CAPP in the same manner as other non-self-funded members.

7.4 This Agreement does not alter the Intergovernmental Agreement and the County retains all obligations of a CAPP member as set forth therein. The obligations of the County under this Agreement are obligations of the County within the meaning of the Intergovernmental Agreement.

7.5 This Agreement may be enforced by the parties or by any member, if so authorized by the CAPP Board of Directors. All costs incurred by CAPP in the attempt to collect any amount due under this Agreement, including reasonable attorney fees, court costs, and any arbitration costs, shall be paid by the County. The venue for any court action related to this Agreement shall be the Denver District Court.

7.6 Notices in connection with this Agreement and its Addenda shall be delivered to the following in the case of CAPP:

Colorado Counties Casualty and Property Pool
c/o County Technical Services, Inc.
800 Grant St., Suite 400
Denver, CO 80203

and to the following in the case of County:

CAPP Designated Correspondent

_____

_____

7.7 Any functions, powers, and responsibilities of CAPP provided for in this Agreement shall be exercised by the CAPP Board or its authorized designee.

7.8 In addition to any other remedies which may exist, the CAPP Board may submit any dispute under this Agreement to advisory arbitration, which shall be conducted pursuant to the rules of the American Arbitration Association or other Colorado court annexed arbitration system in Denver, Colorado, as the Board may determine.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the following persons authorized to act on behalf of their respective entities, dated and effective as of January 1, 2023.

COLORADO COUNTIES CASUALTY AND PROPERTY POOL (CAPP)

Meredith K. Burcham

_____ Date: December 20, 2022

Meredith K. Burcham
CTSI Executive Director

Gunnison County, Colorado (County)

By: _____ Date: _____
Chair, Board of County Commissioners

By: _____ Date: _____
County Clerk

(COUNTY SEAL)

Colorado Counties Casualty and Property Pool
Agreement for Partially Self-Funded Program
Gunnison County
January 1, 2023 through December 31, 2023

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3.1 The County shall pay CAPP **$559,808** with equity credit of **($27,164)** and discount of CTSI fees in the amount of **($20,557)** for a total contribution due of **$512,087** by January 31, 2023 for insurance coverage and services rendered by CAPP for the period January 1, 2023 – December 31, 2023. For services provided by CAPP after December 31, 2023, pursuant to paragraph 4.1 of this Agreement, the County shall budget, appropriate and irrevocably pledge an annual fee to be determined by the CAPP Board of Directors.

3.2 The County shall budget, appropriate, and irrevocably pledge **60,486** in 2023 and thereafter at least annually shall budget, appropriate and irrevocably pledge additional funds sufficient, which may be determined from time to time by CAPP after consideration of actuarial or other financial reports, for the payment of the first **$100,000** of each qualified claim and allocated loss expenses per occurrence subject to the Policies ("County self-funded retention"), none of which payments shall be the responsibility of CAPP. For this purpose, allocated loss expenses means all costs, charges, or expenses of third parties

reasonably incurred by CAPP, its agents or its employees, which are properly chargeable to a qualified claim including, without limitation, court costs, fees, and expenses of attorneys, independent investigators, experts and witnesses, and fees for obtaining diagrams, reports, documents, and photographs; and "qualified claims" means those claims for which coverage is provided pursuant to the Policies, subject to any additional coverage limitations imposed by CAPP.

A **$20,000** claims deposit shall be paid to CAPP by January 31, 2023. Additional funds shall be forwarded to CAPP from time to time based on payments for qualified claims and allocated loss expenses. Interest earned on payments made to CAPP pursuant to this paragraph 3.2 shall be credited to CAPP.

3.3 The County shall pay promptly CAPP's invoices pursuant to paragraph 3.2 within fifteen (15) days of receipt. Interest on any overdue payment shall accrue at the rate consistent with the Intergovernmental Agreement.

3.4 It is the parties' intent that at all times CAPP shall have available sufficient funds from the County to pay promptly all proper charges to the County self-funded retention. The parties do not intend for CAPP to be required to advance CAPP funds to pay the County self-funded retention or to perform services if the County fails to provide necessary funds as provided in paragraph 3.2.

3.5 The County agrees that the timely payment of all amounts billed to it pursuant to this Agreement is an obligation of the County under the Intergovernmental Agreement. The County agrees that any failure to so pay, or any failure of the County to comply with any other provision of this Agreement, will result in expulsion of the County from CAPP, and will subject the County to all other remedies and consequences provided for in this Agreement and in the Intergovernmental Agreement.

3.6 If the County is entitled to any credit or payment under Article XI of the Intergovernmental Agreement for any year, and if the County fails to timely pay any amounts due under this Agreement, the Board may, in addition to any other remedies it has, apply against any such amounts due the amount of any credit or payment CAPP owes or may in the future owe to the County as a result of such membership.

3.7 The County's obligations under this Agreement are subject to and conditional upon the County annually budgeting, appropriating, and irrevocably pledging funds as provided in paragraphs 3.1 and 3.2 of this Agreement. However, the County agrees that coverage of the County through CAPP under the Policies and the services to be provided the County by CAPP are conditional upon such annual budgeting, appropriation, irrevocably pledging of funds, and timely payment of all amounts due in accordance with this Agreement and the Intergovernmental Agreement, and upon the County's compliance with all other provisions of this Agreement. The County further agrees that failure by the County to so budget, appropriate, irrevocably pledge, or make such payment or to so comply will result in no coverage through CAPP under the Policies for any pending qualified claims for which the County fails to provide funds or pay fees as provided in this Agreement, will result in cancellation of coverage under the Policies, and will result in termination of any services provided to the County by CAPP under paragraph 4.1.

3.8 The County shall pay the full amount then pledged pursuant to paragraph 3.2 upon the request of the CAPP Board if the CAPP Board reasonably determines that CAPP needs the payment in order to meet applicable regulatory or statutory requirements.

ARTICLE 4.0 OBLIGATIONS OF CAPP

4.1 For qualified claims of the County under the Policies: CAPP will supervise, administer, manage and provide claims adjudication through County Technical Services, Inc. or such other entity or person as the Board of Directors of CAPP ("Board") may determine, until further notice thereof provided to the County, in accordance with the Intergovernmental Agreement and shall act as the representative of County in all matters related to such services.

ARTICLE 5.0 WITHDRAWAL AND EXPULSION

5.1 Withdrawal or expulsion of the County from CAPP shall not affect the obligations of the County or CAPP under this Agreement.

5.2 On or before the effective date of withdrawal or expulsion of the County from CAPP, the full amount then pledged pursuant to paragraph 3.2 shall be paid to CAPP plus such additional amount as the CAPP Board may reasonably determine is necessary to pay the County's self-funded retention until all qualified claims under the Policies are closed and to pay CAPP's costs pursuant to paragraph 5.3.

5.3 Upon withdrawal or expulsion of the County from CAPP, CAPP shall retain all pending claim files. The County shall continue to pay CAPP for all costs associated with the County's claims paid through CAPP which are subject to the County's self-funded retention in excess of the payment made pursuant to paragraph 5.2.

ARTICLE 6.0 INFORMATION

6.1 All information developed for or specifically relating to claims servicing for the County, including all source documents, stored data and technical, claims, and other information of any kind, and reports prepared by or for CAPP, are the property of CAPP and remain CAPP exclusive property during the existence of and after termination of this Agreement. The County shall have reasonable access to such information, and the right, upon reasonable request, to copy the same at the County's own expense.

ARTICLE 7.0 GENERAL PROVISIONS

7.1 This Agreement is personal to each of the parties and no party may assign or delegate any of such party's rights or obligations hereunder without first obtaining the written consent of the other party.

7.2 Time is of the essence in the performance of the parties' obligations and duties under this Agreement.

7.3 If any portion of this Agreement is declared invalid or unenforceable pursuant to a challenge by the County or by any officer, employee, or resident of the County, or by any other person except CAPP, the CAPP Board shall determine whether the Agreement is or is not severable and its decision shall be final. If the Board determines the Agreement is not severable, the entire Agreement shall be terminated effective on such date as the Board may decide, the County's coverage under the Policies shall be terminated as to all pending and future claims as of that date, and all services by CAPP to the County shall be terminated as of that date except for claims adjudication under paragraph 4.1 for claims for which coverage is not terminated under this paragraph, if any exist. Nothing shall prevent the County from obtaining coverage through CAPP in the same manner as other non-self-funded members.

7.4 This Agreement does not alter the Intergovernmental Agreement and the County retains all obligations of a CAPP member as set forth therein. The obligations of the County under this Agreement are obligations of the County within the meaning of the Intergovernmental Agreement.

7.5 This Agreement may be enforced by the parties or by any member, if so authorized by the CAPP Board of Directors. All costs incurred by CAPP in the attempt to collect any amount due under this Agreement, including reasonable attorney fees, court costs, and any arbitration costs, shall be paid by the County. The venue for any court action related to this Agreement shall be the Denver District Court.

7.6 Notices in connection with this Agreement and its Addenda shall be delivered to the following in the case of CAPP:

Colorado Counties Casualty and Property Pool
c/o County Technical Services, Inc.
800 Grant St., Suite 400
Denver, CO 80203

and to the following in the case of County:

CAPP Designated Correspondent

_____

_____

7.7 Any functions, powers, and responsibilities of CAPP provided for in this Agreement shall be exercised by the CAPP Board or its authorized designee.

7.8 In addition to any other remedies which may exist, the CAPP Board may submit any dispute under this Agreement to advisory arbitration, which shall be conducted pursuant to the rules of the American Arbitration Association or other Colorado court annexed arbitration system in Denver, Colorado, as the Board may determine.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the following persons authorized to act on behalf of their respective entities, dated and effective as of January 1, 2023.

COLORADO COUNTIES CASUALTY AND PROPERTY POOL (CAPP)

Meredith K. Burcham

_____ Date: December 20, 2022

Meredith K. Burcham
CTSI Executive Director

Gunnison County, Colorado (County)

By: _____ Date: _____
Chair, Board of County Commissioners

By: _____ Date: _____
County Clerk

(COUNTY SEAL)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Transportation

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: CDOT

Term Begins: December 31, 2022 **Term Ends:** **Grant Contract #:**

Summary:

This annual certification report is due to CDOT in order to receive funds for road maintenance. This certification lists all roads in County jurisdiction and their maintenance level. Roads with a * are not-eligible for funds. There is an additional 24.5 miles in this year's certification from new USFS

Fiscal Impact: -3,300,000

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 2/1/2023

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

Comments:
Legally sufficient. SO 1/26/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 1/26/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/1/2023

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

Agenda Date: 2/7/2023

Revised April 2015

1/25/2023

Colorado Department of Transportation

Gunnison Co Signature Sheet

FIPS Code : 051

230.760 miles of arterial streets

598.440 miles of local streets

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

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

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

This mileage is the certified total as of December 31, 2022

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

Commissioner Date

Commissioner Date

Commissioner Date

Commissioner Date

Commissioner Date

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

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

Name Phone

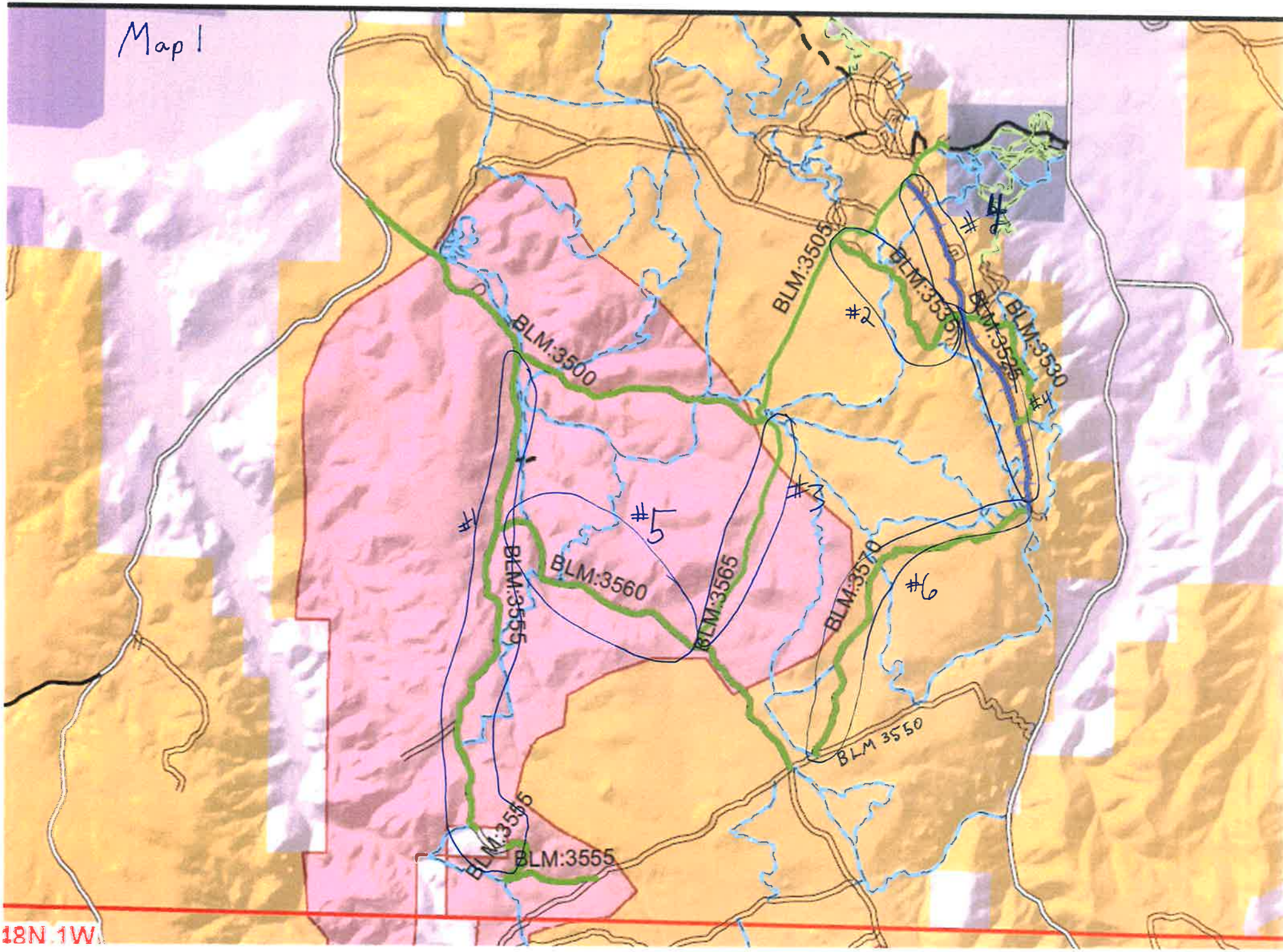
Submit this signed copy with your annual mileage change report to the Colorado Department of Transportation.

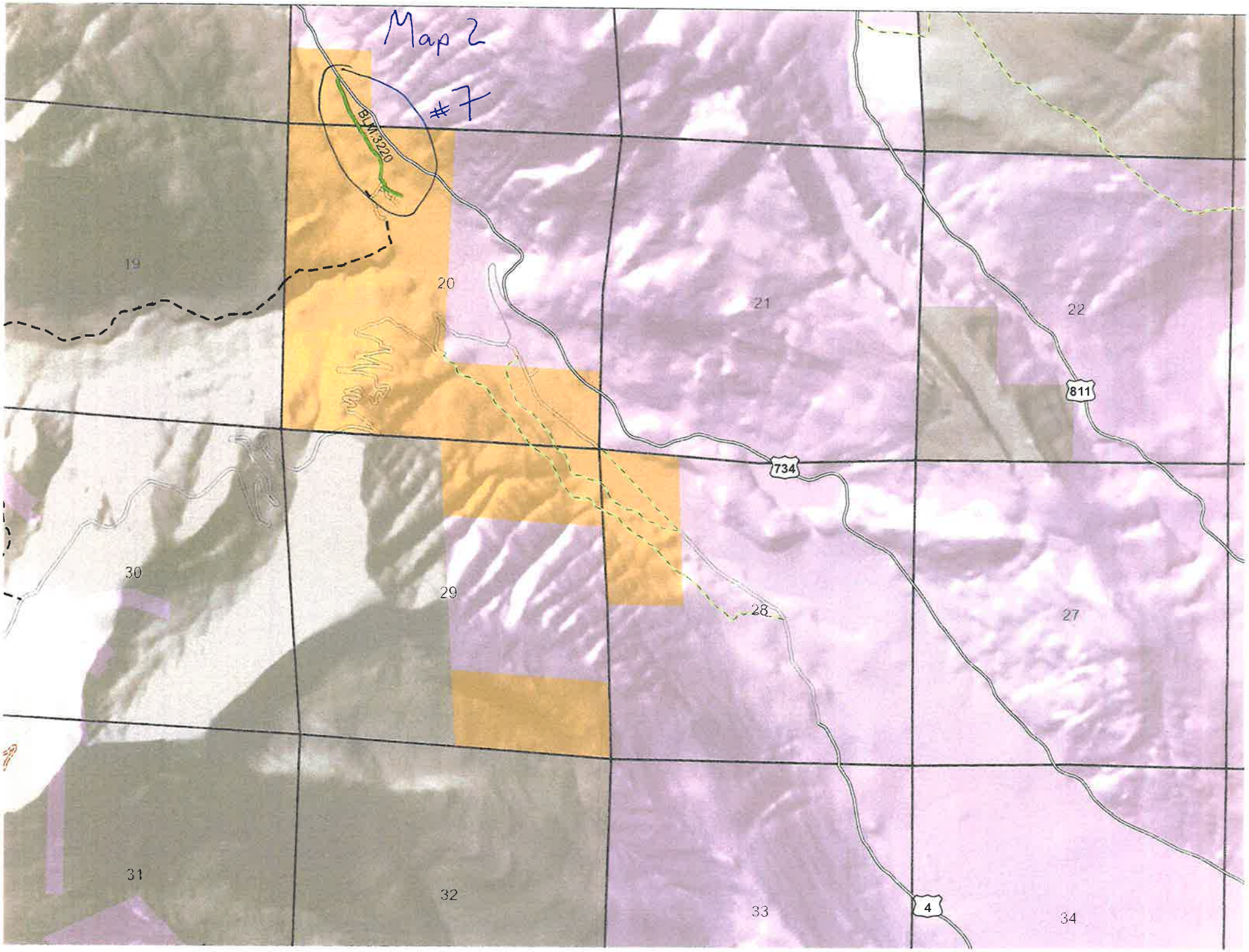
SYSTEM CHANGE REPORT

FOR NEW ROADS, ANNEXATIONS AND LENGTH CHANGES TO EXISTING ROADS

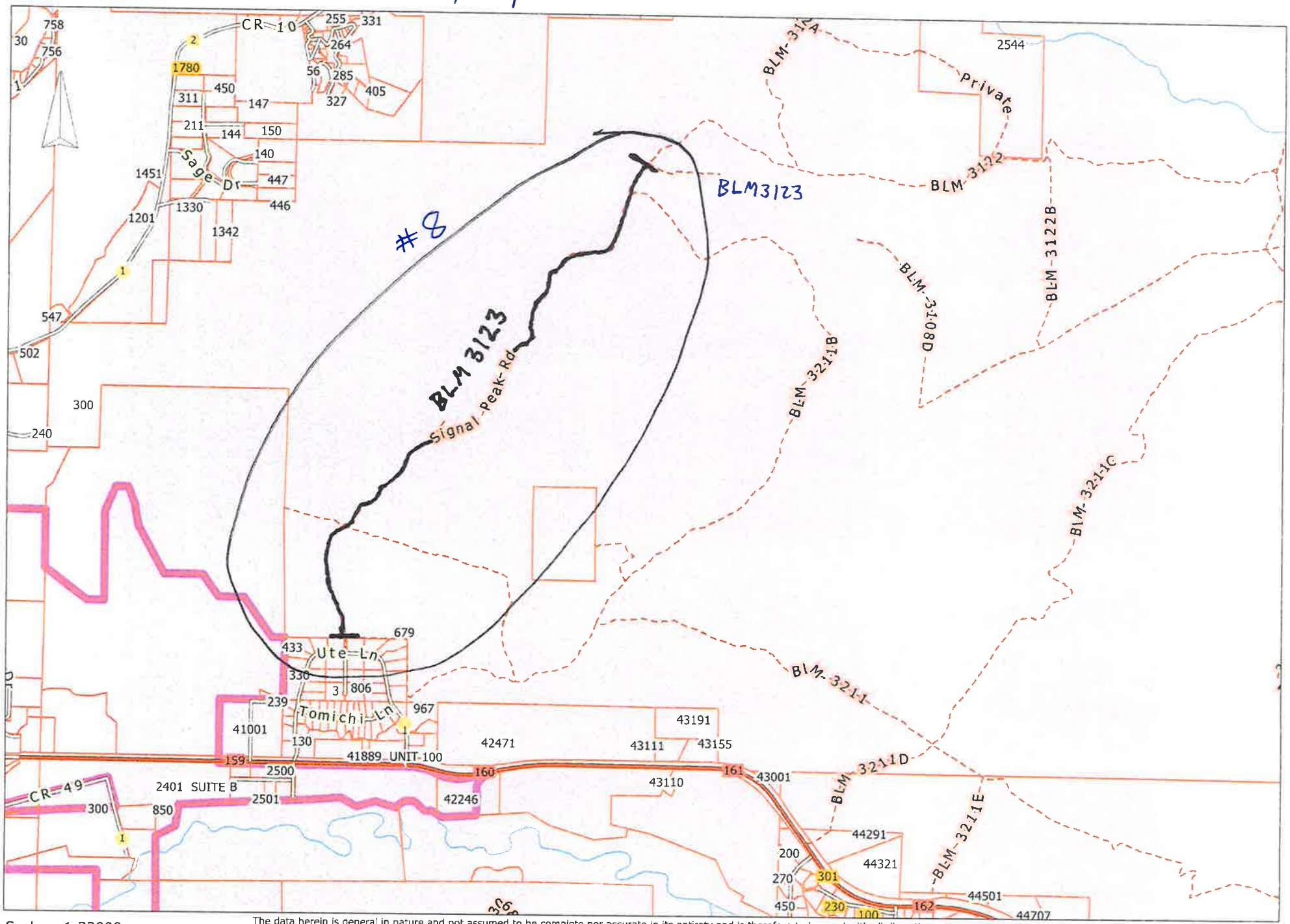
Date: 2/25/23 Jurisdiction: Gunnison County Page Number: 1

MAP CHANGE NUMBER	ROAD NAME / NUMBER	SEGMID NUMBER	DESCRIPTION			SEGMENT LENGTH	SURFACE TYPE	SURFACE WIDTH	NUMBER OF LANES	ADMIN. CLASS.	SURFACE CONDITION (priPSI)	COMMENTS
			FROM	DIR	TO							
	Cox Park / 66	100	867	NW	SRFCH	2.9	15	12	1	2	F	Mileage Adjustment
	Poison Draw / 68	100	867	NE	Gate	3.1	15	12	1	2	P	Mileage Adjustment
	Woods Gulch / 802	100	44	N	NFOR	3.5	14	16	2	2	P	Mileage Adjustment
	Woods Gulch / 802	200	NFOR	NE	END	.0	15	14	1	2	F	Mileage Adjustment
	Baldy / 67	100	867	E	END	2.2	15	16	2	2	F	Mileage Adjustment
1	Enchanted Forest Rd / 3555	100	3500	S	3560	.7	15	16	2	2	F	Added Rd / Map 1
2	Top of Becks / 3535	100	3505	SE	3525	.9	15	16	2	2	F	Added Rd / Map 1
3	Powerline Connector / 3565	100	3505	S	3560	1.8	15	16	2	2	F	Added Rd / Map 1
4	Main Street / 3525	100	3505	SE	3570	1.5	15	16	2	2	F	Added Rd / Map 1
5	Dirty Socks / 3560	100	3555	SE	3550	1.1	15	16	2	2	F	Added Rd / Map 1
7	Oh Be Joyful / 3220	100	734	SE	End	.5	15	16	2	2	F	Added Rd / Map 2
6	Rattlesnake Junction / 3570	100	3525	SW	3550	1.6	15	16	2	2	F	Added Rd / Map 1
8	Signal Peak Rd / 3123	100	Ute Lane	NE	3123	2.9	15	16	2	2	F	Added Rd / Map 3
9	Willow Creek Cutoff / 3042	100	HWY 149	E	31	1.8	15	16	2	2	F	Added Rd / Map 4


Map 1
BLM:3505
BLM:3500
BLM:3535
BLM:3525
BLM:3530
BLM:3560
BLM:3555
BLM:3565
BLM:3570
BLM 3550
BLM:3545
BLM:3555
#1
#2
#3
#4
#5
#6
18N 1W


Map 2
#7
BLM 3220
19
20
21
22
734
811
30
29
28
27
31
32
33
4
34

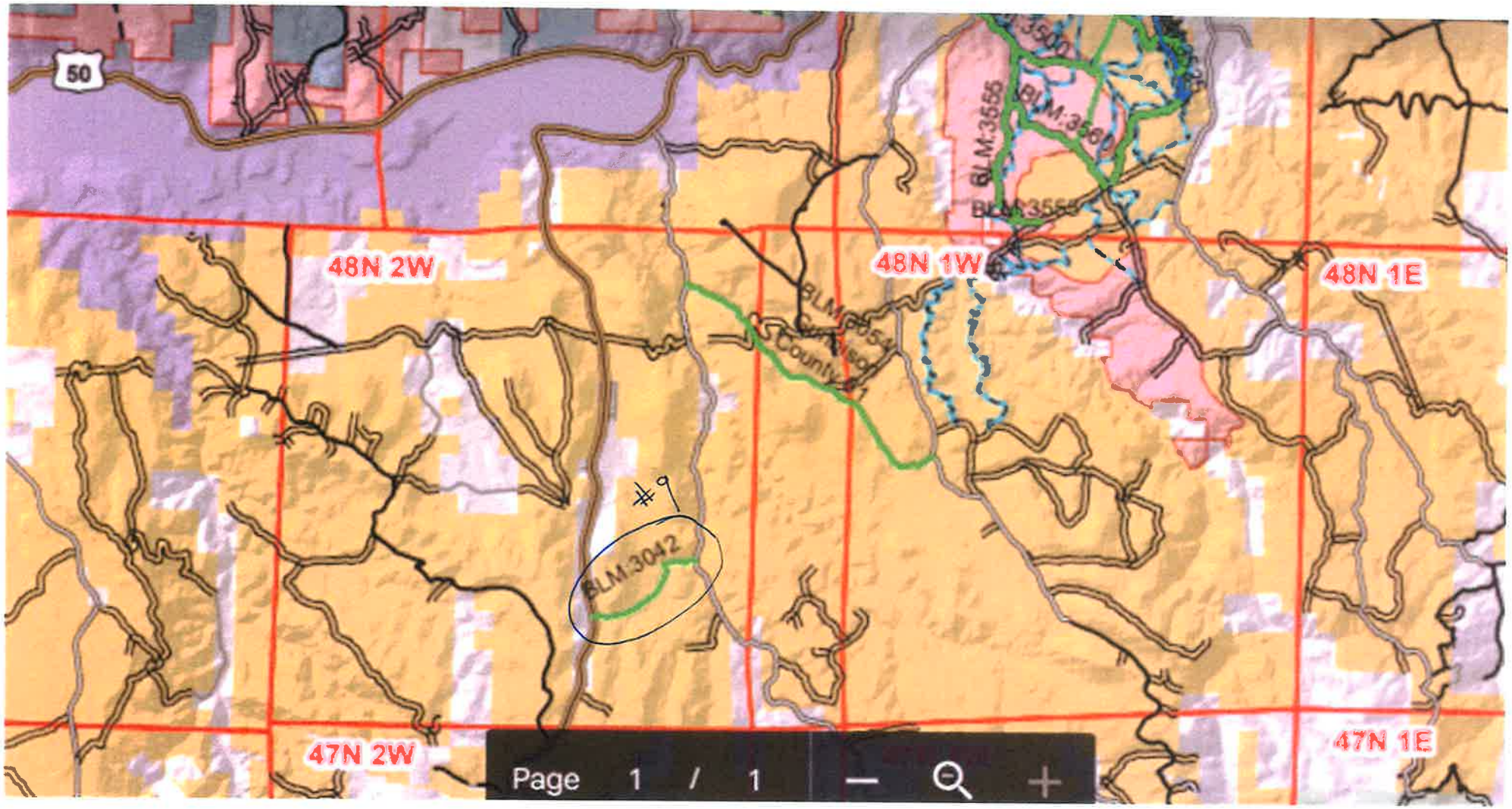
Map 3



Scale = 1:32000

The data herein is general in nature and not assumed to be complete nor accurate in its entirety and is therefore to be used with all discretions necessary.
The data portrayed should not be relied upon to establish legal title, boundary lines, the precise location of improvements, ownership, maintenance, easements or public right-of-ways.

Tuesday, January 24, 2023


50
48N 2W
48N 1W
48N 1E
47N 2W
47N 1E
BLM:3555
BLM:3542
#9
BLM:3042
Page 1 / 1

Map 4

ROAD MAINTENANCE AGREEMENT

Between

The United States Department of the Interior,
Bureau of Land Management,
Gunnison Field Office

And

Gunnison County, Colorado
by and through its
Board of County Commissioners

THIS ROAD MAINTENANCE AGREEMENT (Agreement) is entered into this 5th day of April, 2022 by and between the United States Department of the Interior, Bureau of Land Management, Gunnison Field Office, hereinafter referred to as the "BLM," and the Board of County Commissioners, Gunnison County, Colorado, hereinafter referred to as the "County."

WHEREAS, pursuant to the Federal Land Policy and Management Act, 43 U.S.C. § 1701 et seq. (FLPMA), the BLM is responsible for the orderly administration, management, and protection of certain federal public lands and natural resources, including federal public lands and natural resources within the County; and

WHEREAS, pursuant to state law, the County is responsible for, among other things, promoting the health, safety, and welfare of its inhabitants, providing for economic development, and sustaining the state's agricultural and other industries; and

WHEREAS, pursuant to Section 307 of FLPMA, 43 U.S.C. §1737, the BLM may enter into cooperative agreements involving the management and protection of the public lands, and pursuant to C.R.S. 29-20-105 and C.R.S. 29-1-203, the County may enter into cooperative agreements with other governmental entities; and

WHEREAS, in April 1997, the County developed its map titled "Roads Maintained Summer/Winter by Gunnison County Public Works Department" (which was then updated in January 2001) identifying those roads in the County, including certain roads crossing public land administered by the BLM, that constitute the County's transportation system, and which the County believes it is primarily responsible for maintaining or improving as appropriate in discharging its above-referenced responsibilities; and

WHEREAS, it is in the best interests of each of the parties to reach agreement governing the routine maintenance of the roads addressed herein without affecting any determination that may have been previously made regarding the existence of any R.S. 2477 rights-of-way, and without prejudicing the right of the County to subsequently assert R.S. 2477 rights-of-way and all rights attendant to such right-of-way ownership or the right of the BLM to assess or defend against any such assertions;

NOW, THEREFORE, for the mutual promises set forth herein, the BLM and the County hereby agree as follows:

1. Roads Covered by this Agreement.

(a) Attached to this Agreement is Exhibit "A" and Map 1 which list and show those roads in the County's map titled "Roads Maintained Summer/Winter by Gunnison County Public Works Department" that the BLM and the County have agreed shall be covered by this Agreement. Exhibit "A" provides the following information about each road: (i) a BLM and County road number; (ii) length; (iii) width (if variable, list the range of widths); and (iv) any other relevant information about the physical characteristics of the road or the terrain it crosses.

(b) In the event either party believes that any road listed on Exhibit "A" should no longer be covered by this Agreement, the party (first party) shall provide written notice to the other party (second party) indicating why it believes the road should be excluded from coverage, and requesting that the parties meet to discuss the matter. The parties shall then meet within 20 days (or within any agreed-upon reasonable timeframe if it is not possible to meet within 20 days) to discuss the matter. In the event the second party refuses to meet or, following the requested meeting, the first party continues to believe that the road should no longer be covered by this Agreement, the first party shall provide written notice to the second party of its decision and an amended Exhibit "A." Such amended Exhibit "A" shall be effective 48 hours after its receipt by the second party. In the event that the BLM discovers sensitive resources (i.e., listed species, cultural resources, etc.) that may be subject to unnecessary or undue degradation by reason of the routine maintenance provided for in Section 2 herein, the BLM shall promptly notify the County of such discovery, and the County will suspend any routine maintenance on the relevant portion of the road for the period of time necessary for the BLM and the County to meet and determine how best to protect the resource while allowing routine maintenance of the road. Section 10 herein shall not apply to such amendments to Exhibit "A".

(c) The parties agree that the County may perform routine maintenance, as discussed in Section 2 herein and summarized in Exhibit "B," on each road covered by this

Agreement to preserve the existing road. The BLM also may perform such routine maintenance subject to the requirements of Paragraphs 2(a)-(c).

(d) Neither the inclusion in nor the omission from Exhibit "A" of a road shall create any presumption with respect to or affect in any manner the legal status of the road or the right of any person to assert or contest rights under R.S. 2477 in connection with the road.

2. Routine Maintenance under the Agreement.

(a) The routine maintenance that either the County or the BLM may perform on each road covered by this Agreement includes work reasonably necessary to preserve the existing road, including the physical upkeep or repair of wear or damage whether from natural or other causes, replacement of unsafe structures, including those damaged by natural and other events, maintaining the shape of the road, grading it, making sure that the shape of the road permits drainage, and keeping drainage features open and operable-essentially preserving the status quo.

(b) Each party shall maintain records of the routine maintenance it undertakes pursuant to this Agreement and provide the other party with copies of such records upon request or at the annual meeting provided for in Section 4 herein.

(c) Where practicable, the County shall provide the BLM with forty-eight (48) hours advance notice of the County's intent to undertake routine maintenance on a road covered by this Agreement. The purpose of the notice is not to make the routine maintenance subject to approval or disapproval by the BLM, as that would undermine a basic purpose of this Agreement. Rather, the purpose of the notice is to maintain open communication and cooperation between the parties and to allow the BLM to apprise the County of any circumstances or conditions that the County should be aware of in scheduling and undertaking such maintenance, as well as allowing the BLM to respond to inquiries from the public about such road work. In the event it is not practicable for the County to provide 48 hours advance notice to the BLM, the County shall provide notice to the BLM in as timely a fashion as is appropriate under the circumstances. The provisions of this section 2(c) also shall apply to any routine maintenance the BLM intends to undertake on the covered roads.

(d) The County shall not undertake any road work beyond routine maintenance without completing the consultation process with the BLM, as briefly discussed in Section 3 herein or, in the absence of completing such process, an order from a court of competent jurisdiction or a FLPMA Title V right-of-way grant authorizing such road work.

3. Consultation.

(a) In the event the County wishes to perform road work beyond routine maintenance on one or more of the roads covered by this Agreement that the County asserts it holds as an R.S. 2477 right-of-way, the County and the BLM shall complete the consultation process provided for in Southern Utah Wilderness Alliance v. Norton, 425 F.3d 735 (10th Cir. 2005), and set forth in BLM Instruction Memoranda WO-IM-2008-175 ("Consultation on Proposed Improvements to R.S. 2477 Rights-of-Way") and WO-2010-016 ("Clarification of the Acting Director's February 20, 2009 Memorandum on R.S. 2477 Claims") with respect to the relevant road(s) before the County may undertake such improvements.

(b) In the event the parties are unable to resolve any disagreements arising during the consultation process, the proposed improvement(s) shall not be undertaken in the absence of an order from a court of competent jurisdiction or a FLPMA Title V right-of-way grant authorizing such road work.

4. Annual Meeting. The BLM and the County shall meet at least annually to:

(a) Discuss and provide records of the routine maintenance undertaken on the roads covered by this Agreement during the previous year or since the last meeting;

(b) Discuss the possible addition to or deletion of roads from this Agreement;

(c) Discuss how this Agreement is or is not working for the parties and any ways to improve the Agreement and the processes it sets forth for undertaking routine maintenance; and

(d) Discuss road improvement projects that the County proposes or may wish to propose undertaking.

5. Responding to Emergencies. Should an emergency situation arise where public health and safety is at risk and road work is immediately required, if at all practicable the County shall notify BLM of the situation and the County and BLM shall coordinate concerning the necessary road work; following which the County may immediately undertake the appropriate road work necessary to respond to the emergency. If it is not practicable for the County to provide such prior notice to the BLM, the County shall notify the BLM of the emergency situation and the County response as soon as possible afterward.

6. Effective Date of Agreement. This Agreement shall be effective as of the date shown in the first paragraph of this document.

7. Term. This Agreement shall be in effect for a period of twenty (20) years and may be renewed for an additional twenty (20) years with the mutual consent of the parties.

8. Termination. In the event of a material breach, this Agreement may be immediately terminated by the non-breaching party. Otherwise, either party may terminate this Agreement following one year's written notice to the other party.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior road maintenance agreement, understanding, or representation of the parties regarding the subject matter hereof.

10. Amendment. This Agreement may be amended by mutual agreement. Such amendment shall be in writing and shall be effective when signed by both parties.

11. Remedies. The parties shall have all rights and remedies provided under law for a breach or threatened breach of this Agreement.

12. Notice. Any notice or request authorized or required by this Agreement shall be made in writing and made first class, postage prepaid, to the following:

Field Manager	Chairperson
Gunnison Field Office	Gunnison County Board of County Commissioners
210 West Spencer Avenue, Suite A	200 E Virginia Avenue
Gunnison, CO 81230	Gunnison, CO 81230
Telephone: (970) 642-4940	Telephone: (970) 641-0248
Facsimile: (970) 642-4990	Facsimile: (970) 641-3061

The designation of the respective addressee, address, telephone and/or facsimile number may be changed by written notice given in the same manner as provided herein.

13. No Precedent. Nothing in this Agreement establishes precedent regarding the BLM's future management or administration of the public lands under its jurisdiction or the County's or State of Colorado's management or administration of transportation systems under their jurisdictions, and nothing herein shall preclude or be construed as waiving or limiting any authority, rights, or obligations of the BLM, the County, or the State of Colorado under applicable law.

14. No Waiver. This Agreement does not constitute abandonment, waiver, or other termination or modification of any rights under R.S. 2477 with respect to the roads covered by this

Agreement, nor does the Agreement constitute acceptance or recognition of any rights under R.S. 2477, or a waiver by the BLM of any defenses to an assertion of such rights or prejudice in any way the BLM's right to contest any assertion of such rights. The parties also recognize that the BLM retains its duty and authority to prevent unnecessary or undue degradation of the surrounding and underlying Federal public lands through reasonable regulation of the use of the covered roads.

15. Interpretation. This Agreement was produced as a result of negotiations between the parties and shall not be construed against either party as the drafter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Road Maintenance Agreement in duplicate originals as of the day and year above written.

GUNNISON COUNTY COMMISSION

By _____
Gunnison County Board
of Commissioners, Chairperson

BUREAU OF LAND MANAGEMENT
Gunnison Field Office

By _____ Digitally signed by JON KAMINSKY Date: 2022.04.12 16:16:25 -06'00'
BLM Gunnison Field Manager

Attachments: (2)
Exhibit A: Listing of Roads
Exhibit B: Scope of Routine Road Maintenance

Additional Roads to Be Maintained (December 16, 2020 and Janaury 6, 2022 Meeting)				
BLM Road No.	**Gunnison County Road No.**	**Road Name** (with description of segment subject to the agreement)	**Archeological Concerns**	**Road Length (miles)** [1]
3005	66	Cox's Park Rd		2.9
3008	68	Poison Draw (Big Blue Segment C)		3.1
3099	802	Wood Gulch Rd	Keep all maintenance within the existing road corridor (no drainage ditches) for the first 1500' from C.R. 44.	3.5
3007	67	Baldy (Big Blue Segment B)		2.2
3555		Enchanted Forest Rd (between BLM Roads 3560 and 3500)		0.7
3535		Top of Becks		0.9
3565		Powerline Connector		1.8
3525		Main Street	Archaeologist will monitor sites during maintenance during year 1; after year 1, notification of maintenance is requested 2 weeks prior to maintenance.	1.5
3560		Dirty Socks Connector		1.1
3220		Oh Be Joyful Rd/C.G. Loop		0.5
3570		Rattlesnake Junction		1.6
3123		Signal Peak Rd		2.9
3042		Willow Creek Cutoff Rd		1.8
Total New Mileage				**24.51**

1. GIS miles calculated by Andrew Breibart on 1/5/21 and 2/10/21. Mileage may not be accurate and accuracy can be determined with an odometer reading.

Street Inventory Report for: Gunnison Co

FIPS Code :051 All Segments

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
*	1	1	100	DELTA COLI	NE	END	1.960	14	14	1	0	0	7	0	F	1978	
*	10	WALKER LANE	50	SH 135	NE	URBDRY	0.230	1	22	2	0	0	7	0	F	2016	
*	10	10	100	URBDRY	NE	10A	0.060	1	22	2	0	0	7	0	F	1986	
	10	10	200	10A	NE	743	2.750	1	22	2	1	0	7	0	F	2018	
	10	10	210	743	N	STR	1.570	1	22	2	1	0	7	0	F	2018	
	10	10	400	STR	N	SH 135	0.370	1	22	2	1	0	7	0	F	2018	
*	10A	10A	100	10	NE	BARR	0.150	1	24	2	8	0	7	0	F	1978	
*	10A	10A	200	SH 135	SE	10A	0.050	1	24	2	8	0	7	0	F	1978	
*	10B	10B	100	SH 135	E	END	0.150	16	20	2	8	0	7	0	F	1978	
	10C	10C BASSEL ROAD	100	10	E	CATTLE GUARD	0.200	16	20	2	1	0	7	0	G	2018	
	10D	10D SAGE DRIVE	100	10	E	END	0.400	16	22	2	1	0	7	0	G	2018	
	10E	10E FARWAY DRIVE	100	10D	NE	CDS	0.240	16	22	2	1	0	7	0	G	2018	
	10F	10F CANDLELIGHT LANE	100	10	SE	END	0.720	16	20	2	1	0	7	0	G	2018	
	10G	10G SKYLINE DRIVE	100	10D	E	END	0.300	16	22	2	1	0	7	0	G	2019	
	10H	10H QUARTZ ROAD	100	10G	N	END	0.120	16	20	2	1	0	7	0	G	2019	
	11	11 PONDEROSA	100	SH 135	NE	SRFCH	0.400	1	22	2	1	0	7	0	G	2018	
	11	11 PONDEROSA	200	WIDCH	NE	END	0.440	1	20	2	1	0	7	3.00	G	2019	2019
	12	KEBLER	100	SH 133	SE	STR	0.300	1	22	2	1	0	6	0	F	2018	
	12	12	300	STR	SE	SRFCH	1.200	1	22	2	1	0	6	3.00	F	2018	
	12	12	400	SRFCH	SE	SRFCH	4.200	16	22	2	1	0	6	0	G	2018	
	12	12	500	SRFCH	NE	STR	0.300	1	22	2	1	0	6	0	F	2018	
	12	12	600	STR	NE	SRFCH	0.300	1	22	2	1	0	6	0	F	2018	
	12	12	700	SRFCH	E	END WINTER MAINT	3.100	16	22	2	1	0	6	0	F	2018	
	12	12	800	END WINTER MAINT	SW	WIDCH	5.900	16	22	2	2	0	6	0	F	2018	
	12	12	900	WIDCH	SW	STR	4.400	16	20	2	2	0	6	0	F	2018	
	12	12	1000	STR	SE	SRFCH	2.900	16	20	2	2	0	6	0	F	2018	
	12	12	1050	SRFCH	SE	STR	0.300	1	26	2	2	0	6	0	P	2019	
	12	12	1100	STR	NE	WIDCH	0.900	1	26	2	2	0	6	0	P	2019	
	12	12	1200	STR	SE	SRFCH	2.700	1	20	2	2	0	6	0	P	2018	
	12	12	1250	SRFCH	NE	SRFCH	3.000	16	22	2	2	0	6	0	G	2018	
	12	KEBLER PASS RD	1300	SRFCH	E	STR	1.900	1	22	2	1	0	6	0	G	2018	
*	12	WHITEROCK AV	1500	CL	E	2ND ST	0.180	1	22	2	0	0	7	0	F	2016	
*	12A	12A	100	POSTED GATE	NW	SRFCH	3.470	14	12	1	8	0	7	0	F	1978	
*	12A	12A	200	SRFCH	NW	STR	6.800	15	12	1	8	0	7	0	F	1978	

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
*	12A	12A	400	STR	NW	12	0.130	15	12	1	8	0	7	0	F	1978	
*	12B	12B	100	12	S	LOCKED GATE	1.480	14	7	1	8	0	7	0	F	1978	
*	12C	12C	100	BGN	SW	SRFCH	3.310	13	7	1	9	0	7	0	F	1978	
*	12C	12C	200	SRFCH	SE	12	0.700	14	7	1	8	0	7	0	F	1978	
*	12D	12D	100	BGN	NE	12	1.100	14	7	1	8	0	7	0	F	1978	
*	12F	12F	100	BARR	NE	12	2.150	14	18	2	8	0	7	0	F	1978	
	12G	ELK AV	100	12	SE	CL	0.100	14	16	2	2	0	7	0	P	1986	
	13	SLAUGHTER HOUSE	100	SH 135	W	VULCAN ST	0.250	1	22	2	1	2	7	0	G	2018	
	13	13	200	VULCAN ST	N	14	0.500	1	22	2	1	0	7	0	F	2018	
	13	13	300	14	N	SRFCH	0.260	1	22	2	1	0	7	0	F	2018	
	13	13	400	SRFCH	N	GATE	0.230	16	20	2	1	0	7	0	F	2018	
	133A	133A	100	BGN	S	STR	0.220	14	12	1	2	0	7	0	P	2016	
	133A	133A	300	STR	SE	RRX	0.170	14	12	1	2	0	7	0	P	2016	
	133A	133A	400	RRX	NE	SH 133	0.050	14	12	1	2	0	7	0	P	2016	
*	133B	133B	100	LOCKED GATE	N	SRFCH	2.230	15	12	1	8	0	7	0	F	1978	
*	133B	133B	200	SRFCH	NE	COLI	0.350	16	12	1	8	0	7	0	F	1978	
*	133B	133B	300	COLI	N	SH 133	0.520	16	12	1	8	0	7	0	F	1978	
*	13A	13A	100	13	N	END	0.120	15	16	2	8	0	7	0	F	1978	
*	13B	VULCAN ST	100	SPENCER	N	13	0.250	1	32	2	0	2	7	0	F	1978	
	14	VAN TUYL LN	100	BGN	E	13	0.450	16	18	2	1	0	7	0	F	2016	
*	149A	149A	100	BGN	SE	NFOR	0.660	14	14	1	8	0	7	0	F	1978	
*	149A	149A	200	NFOR	E	SH 149	0.500	14	14	1	8	0	7	0	F	1978	
*	149B	149B	100	POSTED GATE	NE	STR	0.110	15	21	2	8	0	7	0	F	1978	
*	149B	149B	300	STR	NE	SH 149	0.130	15	21	2	8	0	7	0	F	1978	
*	149C	GOOSE CREEK RD	100	BGN	SE	SH 149	1.760	14	10	1	8	0	7	0	F	1978	
*	149D	149D	100	149C	NE	SH 149	1.270	13	12	1	9	0	7	0	F	1978	
*	149E	149E	100	SH 149	E	SH 149	1.790	13	18	2	9	0	7	0	F	1978	
*	149F	149F	100	SH 149	W	149L	1.290	13	10	1	9	0	7	0	F	1978	
*	149G	149G	100	SH 149	E	END	1.170	15	12	1	8	0	7	0	F	1978	
*	149H	149H	100	149G	E	GATE	0.810	13	8	1	9	0	7	0	F	1978	
*	149J	149J	100	149K	E	149H	0.740	13	8	1	9	0	7	0	F	1978	
*	149K	149K	100	149G	N	149M	0.790	15	22	2	8	0	7	0	F	1978	
*	149L	149L	100	GATE	NE	SH 149	2.970	13	8	1	9	0	7	0	F	1978	
*	149M	149M	100	SH 149	SE	POSTED GATE	2.160	13	8	1	9	0	7	0	F	1978	
*	149N	149N	100	149M	NE	END	0.960	13	8	1	9	0	7	0	F	1978	
*	149O	149O	100	SH 149	W	RAMP	0.360	14	77	2	8	0	7	0	F	1993	
	15	15 WEAVER LANE	100	BGN	E	GUNNISON CL	0.230	16	20	2	1	0	7	0	G	2018	

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
*	15	15	200	CL	E	VULCAN ST	0.250	1	36	2	0	0	7	0	F	1978	
*	15	15	300	VULCAN ST	E	PINE ST	0.090	1	36	2	0	2	7	0	F	1978	
	16	BEVINGTON	100	SH 50	NW	19	0.040	16	24	2	1	0	7	0	G	2018	
	16	16	200	19	NE	19	0.380	16	20	2	1	0	7	0	G	2018	
	16	16	300	19	N	STR	0.130	16	20	2	1	0	7	0	G	2018	
	16	16	400	STR	NW	16	0.280	16	20	2	1	0	7	0	G	2018	
	16A	BEVINGTON	100	16	N	END	0.160	16	20	2	1	0	7	0	G	2018	
	17	ANTELOPE	100	SH 50 FR RD	NW	SRFCH	1.820	1	22	2	1	0	7	0	F	2018	
	17	17	200	SRFCH	NW	17C	2.170	1	22	2	1	0	7	2.00	F	2019	
	17	17	400	17C	W	CDS	0.750	1	22	2	1	0	7	0	F	2018	
*	17A	17A	100	17	NW	17	0.210	1	22	2	8	0	7	0	F	1980	
*	17B	17B	100	17	NW	17	0.250	1	22	2	8	0	7	0	F	1980	
	17C	MESA LOOP	100	17C	E	17	0.760	1	22	2	1	0	7	0	F	2018	
	17C1	RIDGE LANE	100	17C	E	17C	0.190	1	22	2	1	0	7	0	F	2018	
	17C2	SAGE LANE	100	17C	E	17C	0.170	1	22	2	1	0	7	0	F	2018	
	17C3	WILLOW LANE	100	17C	E	17C	0.140	1	22	2	1	0	7	0	F	2018	
	17C4	DEER TRAIL	100	17C	W	END	0.080	16	20	2	1	0	7	0	F	2018	2006
	17C5	FAWN DR	100	17C	W	END	0.050	16	18	2	1	0	7	0	F	2018	2006
	17C6	DOE CI	100	17C	W	END	0.050	16	18	2	1	0	7	0	F	2018	2006
*	17D	17D	100	SH 50 FR RD	NW	END	0.150	1	30	2	8	0	7	0	F	1998	
*	18	18	100	BGN	NW	STR	0.220	14	14	1	8	0	7	0	F	1978	
*	18	18	300	STR	N	SH 50	0.290	14	14	1	8	0	7	0	F	1978	
	18	RIFLE RANGE	400	SH 50 FR RD	N	SRFCH	0.770	1	22	2	1	0	7	0	P	2018	
*	18	18	500	SRFCH	N	END	0.240	14	8	1	8	0	7	0	F	1978	
	19	PARK DRIVE	100	16	N	16	0.310	16	20	2	1	0	7	0	G	2018	
*	1A	1A	100	GATE	SE	CRESTED BUTTE CL	0.170	14	16	2	9	0	7	0	F	1978	
*	1A	2ND ST	200	CL	NW	WHITEROCK AV	0.220	14	10	1	0	0	7	0	F	1978	
*	1B	1B	100	DELTA COLI	SE	GATE	0.440	14	12	1	8	0	7	0	F	1978	
	2	BEAR ROAD	100	SH 133	E	STR	0.040	1	22	2	2	0	7	0	F	2016	
	2	2	300	STR	SE	SRFCH	0.010	1	22	2	2	0	7	0	F	2016	
	2	2	400	SRFCH	SE	STP	1.000	16	18	2	2	0	7	0	G	2019	
*	2	2	450	STP	SE	STP	0.440	16	18	2	8	0	7	0	F	2018	
*	2	2	500	STP	NE	END	0.760	16	12	1	8	0	7	0	F	1997	
	20	STEUBEN CREEK	100	SH 50	N	NRECA	0.400	16	22	2	1	0	7	0	G	2018	
	20	20	200	NRECA	N	SRFCH	1.290	16	20	2	1	0	7	0	G	2018	
	20	20	300	SRFCH	NW	END	0.240	15	18	2	1	0	7	0	G	2018	
	209	COTTONWOOD PASS	100	742	SE	COLI	12.530	1	24	2	2	0	5	4.00	G	2019	2019

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
*	209A	209A	100	BGN	NE	209	1.140	13	8	1	9	0	7	0	F	1978	
	20A	STEUBEN CREEK	100	20	W	END	0.320	16	20	2	1	0	7	0	F	2018	
*	20B	20B	100	SH 50	N	NRECA	0.390	15	12	1	8	0	7	0	F	1993	
*	20C	20C	100	SH 50	E	END	0.300	15	20	2	8	0	7	0	F	1993	
	21	STUMPY CREEK RD	100	SH 50	NE	END	1.600	16	18	2	2	0	7	0	F	2018	
	237	OLD MONARCH	100	888	NE	237A	2.860	15	16	2	2	0	7	0	F	2018	
	237	OLD MONARCH	200	237A	NE	COLI	6.530	15	16	2	2	0	7	0	F	2018	
*	237A	237A	100	237	NW	END	3.950	14	12	1	8	0	7	0	F	1978	
*	237B	237B	100	SH 50	NE	END	0.540	14	10	1	8	0	7	0	F	1978	
*	24	24	100	864	E	COLI	0.200	16	16	2	0	0	7	0	F	1978	
	24	RED TOP	200	MONTROSE COLI	E	SH 50	1.270	16	18	2	2	0	7	0	F	2018	
	24A	24A	100	24	SE	SRFCH	0.540	16	16	2	2	0	7	0	G	2018	
*	24A	24A	200	SRFCH	E	END	0.530	14	16	1	8	0	7	0	F	1978	
	25	PINE CREEK	100	SH 149	N	64	2.430	16	22	2	2	0	6	0	G	2018	
	25	25	110	64	W	STR	0.010	16	22	2	2	0	6	0	G	2018	
	25	25	300	STR	SW	SH 50	14.490	16	22	2	2	0	6	0	F	2018	
*	25A	25A	100	POSTED GATE	NE	25	2.300	14	12	1	8	0	7	0	F	1978	
	26	SAPINERO MESA	100	SH 149	NW	NRECA	14.520	16	22	2	2	0	6	0	F	2018	
	26	26	200	NRECA	NW	SH 50	0.980	16	22	2	2	0	6	0	F	2018	
	265	BUZZARD DIVIDE	100	COLI	SE	265A	3.460	16	22	2	2	0	6	0	G	2018	
	265	265	200	265A	E	NFOR	1.250	16	22	2	2	0	6	0	G	2018	
	265	265	210	NFOR	E	STR	0.800	16	22	2	1	0	6	0	G	2019	
	265	265	310	STR	S	STR	0.960	16	22	2	1	0	6	0	G	2019	
	265	265	410	STR	SE	STR	1.680	16	22	2	1	0	6	0	G	2019	
	265	265	500	STR	S	STR	1.140	16	22	2	1	0	6	0	G	2019	
	265	265	700	STR	SE	SH 133	0.250	16	22	2	1	0	6	0	G	2016	
*	265A	265A	100	LOCKED GATE	NE	265	1.060	13	8	1	9	0	7	0	F	1978	
	265B	265B	100	265	N	STR	0.010	16	12	1	2	0	7	0	F	2018	
	265B	265B	300	STR	N	END	0.740	16	12	1	2	0	7	0	F	2018	
*	265C	265C	100	265	NE	STR	0.020	14	10	1	8	0	7	0	F	1978	
*	265C	265C	300	STR	NE	RADIO TOWER	0.810	14	10	1	8	0	7	0	F	1978	
	267	MIRROR LAKE	100	BGN	S	765	0.120	16	16	1	2	0	7	0	F	2018	
	267	267	200	765	E	SRFCH	0.210	16	10	1	2	0	7	0	F	2018	
	267	267	300	SRFCH	SE	SYSCH	3.500	14	14	1	2	0	7	0	P	2018	
*	267	267	400	SYSCH	S	COLI	2.880	14	8	1	8	0	7	0	F	1978	
*	267A	267A	100	765	E	END	0.190	14	14	1	8	0	7	0	F	1978	

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
*	267B	267B	100	765	E	267D	0.110	13	8	1	9	0	7	0	F	1978	
*	267C	267C	100	267	N	267B	0.120	13	8	1	9	0	7	0	F	1978	
*	267D	267D	100	267	N	267A	0.050	14	8	1	8	0	7	0	F	1978	
*	267D	267D	200	267A	N	GATE	0.080	13	8	1	9	0	7	0	F	1978	
*	26A	26A	100	26	SE	POSTED GATE	2.530	14	10	1	8	0	7	0	F	1978	
*	26B	26B	100	SH 50	SE	26	2.850	14	20	2	8	0	7	0	F	1978	
	27	POWDERHORN	100	HINSDALE COLI	N	STR	1.340	16	22	2	1	0	6	0	F	2016	
	27	27	300	STR	N	SH 149	10.580	16	22	2	1	0	6	0	F	2016	
*	27A	27A	100	27	W	GATE	3.210	13	8	1	9	0	7	0	F	1978	
*	27B	27B	100	27	E	END	3.700	14	12	1	8	0	7	0	F	1978	
*	27C	27C	100	BGN	N	27B	1.700	14	8	1	8	0	7	0	F	1978	
*	27D	27D	100	27	NE	27B	2.230	13	8	1	9	0	7	0	F	1978	
*	27E	27E	100	27	N	BARR	5.370	13	8	1	9	0	7	0	F	1978	
*	27F	27F	100	27	NE	END	0.210	13	8	1	9	0	7	0	F	1978	
	28	POWDERHORN PO	100	GATE	N	SRFCH	0.500	16	14	1	1	0	7	0	P	2018	
	28	28	200	SRFCH	NE	SH 149	0.470	16	20	2	1	0	7	0	G	2018	
*	28A	28A	100	POSTED GATE	E	28	0.270	15	14	1	8	0	7	0	F	1978	
	29	POWDERHORN STORE	100	SH 149	SE	STR	1.640	16	20	2	1	0	7	0	F	2016	
	29	29	300	STR	NE	27	0.140	16	20	2	1	0	7	0	F	2016	
	3	MARBLE RD	100	SH 133	SE	STR	2.900	1	20	2	1	0	6	0	G	2018	
	3	3	300	STR	NE	CL	2.730	1	22	2	1	0	6	0	G	2016	
*	3	SILVER ST	400	E 2ND	E	CL	0.140	1	18	2	0	0	7	0	F	1978	
	3	3	500	CL	E	SRFCH	0.530	16	20	2	1	0	7	0	F	2018	
	3	3	600	SRFCH	SE	3D	0.950	14	14	2	2	0	7	0	P	2018	
	3	3	700	3D	SE	3E	4.510	14	14	1	2	0	7	0	P	1978	
*	3	3	800	3E	SE	END	0.250	14	8	1	8	0	7	0	F	1978	
	30	GOAT TR	100	GATE	E	29	0.630	15	18	2	2	0	7	0	F	2016	
	31	VULCAN	100	SAGUACHE COLI	NW	31A	5.360	15	16	2	2	0	7	0	P	2019	
	31	31	200	31A	N	61	3.900	15	16	2	2	0	7	0	P	2016	
	31	31	300	61	N	SRFCH	0.660	15	18	2	2	0	7	0	P	2016	
	31	31	400	SRFCH	N	NRECA	1.410	15	20	2	2	0	7	0	F	2018	
	31	31	500	NRECA	N	SH 149	0.170	15	20	2	2	0	7	0	F	2018	
*	317	317	100	SH 135	NE	CL	0.280	1	14	1	0	0	7	0	F	2016	
	317	GOTHIC	110	CL	N	STR	0.350	1	36	2	1	0	5	0	G	2016	
	317	317	300	STR	E	MOUNT CRESTED WCL	1.350	1	36	2	1	0	5	1.00	G	2018	
	317	317	400	NCL	NW	STR	3.020	16	18	2	2	0	7	0	F	2016	

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
	317	317	500	STR	NE	STR	0.350	16	18	2	2	0	7	0	F	2016	
	317	317	600	STR	NW	STR	1.740	16	18	2	2	0	7	0	F	2016	
	317	317	800	STR	NW	SRFCH	1.840	15	14	1	2	0	7	0	P	2018	
	317	317	900	SRFCH	SW	734	2.310	15	14	1	2	0	7	0	P	2018	
	317	317	1000	734	NW	END	2.960	15	14	1	2	0	7	0	P	2018	
*	317A	317A	100	BGN	SW	MOUNT CRESTED CL	0.310	1	20	2	0	0	7	0	F	1981	
*	317A	317A	300	CL	NE	CRESTED BUTTE RD	0.360	1	20	2	0	0	7	0	F	1981	
	317B	317B	100	BGN	NW	MOUNT CRESTED WCL	0.080	16	20	2	2	0	7	0	G	2016	
*	317B	317B	200	WCL	NW	HUNTER HILL RD	0.040	16	20	2	0	0	7	0	G	1980	
*	31A	31A	100	BGN	N	31	0.500	13	10	1	9	0	7	0	F	1978	
*	31B	31B	100	31	E	END	0.460	13	10	1	9	0	7	0	F	1978	
	32	MCCABE LANE	100	61	NE	32A	4.420	15	12	1	2	0	7	0	F	2016	
	32	32	200	32A	NE	SRFCH	0.800	15	12	1	2	0	7	0	F	2016	
	32	32	250	SRFCH	NE	SYSCH AT GATE	0.600	16	14	1	1	0	7	0	F	2016	
	32	32	300	GATE	NE	32C	1.860	16	14	1	1	0	7	0	F	2016	
	32	32	350	32C	NE	SRFCH	0.440	16	24	2	1	0	7	0	F	2016	
	32	32	400	SRFCH	N	STR	0.040	16	24	2	1	0	7	0	F	2016	
	32	32	600	STR	N	SH 50	0.290	1	24	2	1	0	7	0	F	2016	
*	32A	32A	100	BGN	SE	32	2.990	16	14	1	8	0	7	0	F	1978	
*	32B	HAY GULCH RD	100	32	E	38	6.580	14	10	1	8	0	7	0	F	1978	
*	32C	32C	100	32	E	END	2.520	13	10	1	9	0	7	0	F	1978	
	33	CAMINO DEL RIO	100	BGN	NW	SH 50	0.910	1	22	2	1	0	7	0	G	2016	
*	33A	33A	100	33	SE	STR	0.120	16	14	1	8	0	7	0	F	1978	
*	33A	33A	300	STR	SE	33B	0.030	16	14	1	8	0	7	0	F	1978	
*	33B	33B	100	BGN	NE	33A	0.240	16	14	1	8	0	7	0	F	1978	
*	33B	33B	200	33A	NE	END	0.060	16	14	1	8	0	7	0	F	1978	
	33C	SHAVANO	100	SH 50	SE	SH 50	0.200	1	22	2	1	0	7	1.00	G	2018	
	34	RIO VISTA ST	100	37	N	38	0.750	1	20	2	1	0	7	0	F	2016	
	34A	FAIRWAY LN	100	CDS	NE	34B	0.400	1	22	2	1	0	7	0	G	2018	
	34A	FAIRWAY LN	200	34B	NE	38	0.700	1	22	2	1	0	7	0	G	2018	
	34B	TOMICHI TR	100	CDS	NE	34A	0.600	1	20	2	1	0	7	0	G	2016	
	35	CAMINO COURT	100	34	SE	36	0.100	1	18	2	1	0	7	0	G	2018	
	3500	COTTONWOOD CRK	100	CR 32	E	3505	2.060	15	16	2	2	0	7	0	G	2019	
	3505	HARTMAN BLM	100	BLM 3500	NE	CR 56A	1.530	15	16	2	2	0	7	0	G	2019	
	36	ROUNDTREE ST	100	34	E	34	0.320	1	20	2	1	0	7	0	F	2018	
	37	MONTE VISTA	100	34	SE	36	0.530	1	20	2	1	0	7	0	G	2016	

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
	37	37	310	SRFCH	N	STR	0.080	1	26	2	1	0	7	0	G	2016	
	38	GOLD BASIN	100	SAGUACHE COLI	N	38A	1.070	15	20	2	2	0	7	0	P	2016	
	38	38	200	38A	NW	SRFCH	0.930	15	20	2	2	0	7	0	P	2016	
	38	38	300	SRFCH	NW	SRFCH	2.280	15	20	2	2	0	7	0	P	2016	
	38	38	400	SRFCH	N	WIDCH	2.900	1	22	2	1	0	6	0	P	2018	
	38	38	500	WIDCH	N	STR	1.100	1	30	2	1	0	6	2.00	G	2018	
	38	38	700	STR	N	AIRPORT RD	0.200	1	34	2	1	0	6	0	G	2016	
	38	38	800	AIRPORT RD	N	34	0.900	1	34	2	1	0	6	0	G	2016	
	38	38	1100	34	NE	SH 50	0.250	1	35	2	1	0	6	0	G	2016	
	38A	38A	100	SAGUACHE COLI	NW	38	0.950	15	18	1	2	0	7	0	F	2018	
	38B	BASIN PARK DR	200	CR 38	NW	CR 38	0.340	1	24	2	1	0	7	0	G	2016	2009
	39	SEWER DUMP	100	BGN	NE	39A	0.300	16	20	2	2	0	7	0	G	2016	
*	3A	3A	100	BGN	E	STR	0.300	16	12	1	8	0	7	0	F	1978	
*	3A	3A	300	STR	NE	3	0.080	16	12	1	8	0	7	0	F	1978	
*	3B	3B	100	3	NE	END	0.980	15	12	1	8	0	7	0	F	1978	
*	3C	3C	100	BARR	NW	STR	3.220	14	10	1	8	0	7	0	F	1978	
*	3C	3C	300	STR	N	PARK ST	0.110	14	8	1	0	0	7	0	F	1978	
*	3D	LOST TRAIL CREEK	100	3	NE	END	0.740	14	8	1	8	0	7	0	F	1978	
*	3E	3E	100	3	N	END	0.880	14	8	1	8	0	7	0	F	1978	
*	3F	MAIN ST	100	BARR	NE	SRFCH	0.260	13	10	1	0	0	7	0	F	1981	
*	3F	MAIN ST	200	SRFCH	SE	5TH ST	0.180	14	10	1	0	0	7	0	F	1981	
*	3G	1ST ST	100	MAIN ST	N	NCL	0.150	14	14	1	0	0	7	0	F	1978	
*	3G	3G	200	MARBLE NCL	N	BARR	0.030	14	14	1	8	0	7	0	F	1978	
*	3H	3H	100	BARR	E	MARBLE NCL	0.040	14	14	1	8	0	7	0	F	1978	
*	3H	HILL ST	200	NCL	SE	E 3RD ST	0.050	14	14	1	0	0	7	0	F	1978	
*	3I	5TH ST	100	MAIN ST	N	LG	0.130	14	10	1	8	0	7	0	F	1981	
	4	PEANUT MILL RD	100	CL	W	MILLER LN	1.300	16	16	2	1	0	7	0	G	2016	
	40	STUBBS GULCH RD	100	38	E	END	0.690	16	18	2	1	0	7	0	G	2016	
	41	IRIS ROAD	100	38	E	41A	0.180	16	24	2	1	0	7	0	G	2016	
	41A	41A	100	41	N	41	0.880	16	24	2	1	0	7	0	G	2016	
	42	SIX MILE LANE	100	SAGUACHE COLI	NW	SRFCH	8.000	15	16	2	2	0	7	0	P	2019	
	42	42	110	SRFCH	N	STR	0.200	1	24	2	1	0	7	3.00	G	2019	2019
	42	42	300	STR	N	SH 50	0.430	1	24	2	1	0	7	3.00	G	2019	2019
*	42A	42A	100	BGN	NW	42	7.020	13	10	1	9	0	7	0	F	1978	
*	42B	42B	100	SH 50	NE	SRFCH	0.860	14	10	1	8	0	7	0	F	1978	
*	42B	42B	200	SRFCH	N	BARR	1.520	13	8	1	9	0	7	0	F	1978	
	42C	LANDFILL RD	100	BGN	E	42	1.000	1	24	2	1	0	7	3.00	G	2019	2019

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
	43	SOUTH PARLIN FLATS	100	SH 114	E	62	3.880	14	15	1	2	0	7	0	P	2018	
	43	43	200	62	N	SRFCH	1.480	15	16	2	2	0	7	0	P	2016	
	43	43	210	SRFCH	NW	STR	0.150	16	20	2	1	0	7	0	F	2016	
	43	43	400	STR	N	SH 50	0.150	16	16	2	1	0	7	0	F	2016	
*	43A	43A	100	SH 114	E	43	1.850	13	8	1	9	0	7	0	F	1978	
*	43B	43B	100	BGN	NE	43	1.300	13	8	1	9	0	7	0	F	1978	
*	43C	43C	100	BGN	NW	43	1.030	13	8	1	9	0	7	0	F	1978	
	43E	WYE CONN	100	SH 50	NE	43D	0.020	16	16	2	2	0	7	0	P	2016	
	44	QUARTZ CREEK CUTOFF	100	SH 50	N	802	1.300	16	22	2	1	0	7	0	G	2016	
	44	44	200	802	NW	76	2.960	16	22	2	1	0	7	0	G	2016	
	45	DOYLEVILLE LANE	100	COLI	NE	STR	1.410	16	24	2	1	0	5	0	G	2016	
	45	45	300	STR	N	SH 50	0.690	16	24	2	1	0	5	0	G	2016	
	46	IRBYS LN	100	45	SE	END	3.700	16	20	2	1	0	7	0	G	2016	
*	46A	46A	100	COLI	N	46	0.250	14	10	1	8	0	7	0	F	1978	
	47	NEEDLE CREEK	100	COLI	NW	46	0.400	16	20	2	1	0	7	0	F	1978	
	48	CASTLE MTN	100	48E	W	STR	0.510	1	24	2	1	0	7	0	G	2016	
	48	48	300	STR	W	48A	0.240	1	22	2	1	0	7	0	F	2016	
	48	48	400	48A	W	SRFCH	1.110	1	22	2	1	0	7	0	G	2016	
	48	48	500	SRFCH	W	END	1.030	1	22	2	1	0	7	0	G	2016	
	48A	CHECKWA TR	100	48	N	SRFCH	0.550	1	22	2	1	0	7	0	P	2016	
	48A	CHECKWA TR	200	SRFCH	N	48C	0.830	16	22	2	1	0	7	0	F	2016	
	48B	CHIPPEWA	100	48	E	48A	0.340	16	22	2	1	0	7	0	G	2016	
	48C	PASHUTA	100	48B	N	48	1.200	16	22	2	1	0	7	0	G	2016	
	48D	TIAMA	100	48	NW	END	0.180	1	20	2	1	0	7	0	F	2018	
	48E	48E	100	SH 135	NW	SH 135	0.700	1	24	2	1	0	6	0	G	2016	
	48F	SIERRA VISTA	100	48	N	CDS	0.380	16	22	2	1	0	7	0	F	2016	
	48G	MEADOWLARK TR	100	48E	N	48G	0.620	1	22	2	1	0	7	0	G	2016	
	48H	MALLARD PT	100	48G	W	END	0.070	1	22	2	1	0	7	0	G	2016	
	48I	BLUE HERON PT	100	48G	NW	END	0.090	1	22	2	1	0	7	0	G	2016	
	48J	TAWANKA TR	100	BGN	N	48C	0.150	16	20	2	1	0	7	0	G	2016	
	48K	YACO TR	100	BGN	N	48	0.200	1	22	2	1	0	7	0	G	2016	
	48L	SANDPIPER TR	100	48G	N	730	0.280	1	22	2	1	0	7	0	G	2016	
	48M	SPRING MEADOWS	100	48	N	48	0.460	16	22	2	1	0	7	0	G	2016	
	48N	REGENT CIR	100	SPRING MEADOW TR	W	REGENT CIR	0.300	16	22	2	1	0	7	0	G	2016	2011
*	49	SAN JUAN AV	100	TELLER	E	CL	0.240	16	20	2	0	0	7	0	G	1992	
	49	EAST END AIRPORT	200	CL	E	CL	0.260	16	20	2	2	0	7	0	G	2016	
*	49	49	300	CL	S	CL	0.390	16	20	2	0	0	7	0	G	1992	

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
	49	49	400	CL	SE	CL	0.800	16	20	2	1	0	7	0	G	2019	
*	49	49	500	CL	SE	CL	0.780	16	20	2	0	0	7	0	G	1992	
*	5	5	100	730	NE	SRFCH	0.690	15	12	1	8	0	7	0	F	1986	
*	5	5	200	SRFCH	NE	END	1.300	14	10	1	8	0	7	0	F	1986	
	50	GOODWIN LN	100	BGN	N	38	0.240	1	24	2	1	0	7	0	G	2016	
*	50A	50A	100	SH 50	NW	END	1.720	14	16	2	8	0	7	0	F	1978	
*	50B	50B	100	BGN	N	SRFCH	2.170	13	10	1	9	0	7	0	F	1978	
*	50B	50B	200	SRFCH	NW	SH 50	1.590	14	18	2	8	0	7	0	F	1978	
*	50C	50C	100	BGN	NW	50D	0.480	14	18	2	8	0	7	0	F	1978	
*	50C	50C	200	50D	N	SH 50	0.790	16	18	2	8	0	7	0	F	1978	
*	50D	50D	100	BGN	SE	50C	0.480	14	16	2	8	0	7	0	F	1978	
*	50E	50E	100	SH 50	NW	SH 50	0.980	1	20	2	8	0	7	0	F	1978	
*	50F	50F	100	GATE	S	SH 50	1.060	16	20	2	8	0	7	0	F	1978	
*	50G	50G	100	SH 50	SE	END	1.060	16	20	2	8	0	7	0	F	1993	
	51	SUN PARK	100	10	SE	SRFCH	0.180	1	22	2	1	0	7	0	F	2016	
	51	51	200	SRFCH	S	END	0.400	16	20	2	1	0	7	0	G	2016	
	51A	CACTUS HILL	100	51	SE	END	0.290	16	20	2	1	0	7	0	G	2016	
	51B	OVERLOOK DRIVE	100	51	SE	END	0.250	16	20	2	1	0	7	0	G	2019	
	52	CEMETERY ROAD	100	SH 50	N	END	0.150	1	20	2	1	0	7	0	G	2016	
	53	JOLEE TRAIL	100	CR 744	E	STR	0.050	16	20	2	1	0	7	0	G	2016	
	53	JOLEE TRAIL	200	STR	N	CDS	0.170	16	20	2	1	0	7	0	G	2016	
	54	SPRING CREEK GOLF COURSE	100	CR 744	N	CR 744	0.300	16	20	2	1	0	7	0	G	2016	
	54	54	200	CR 54	N	CDS	0.150	16	20	2	1	0	7	0	G	2016	
	55	UNION PARK CT	100	742	S	765	1.930	15	16	2	2	0	7	0	F	2016	
*	55B	55B	100	55A	N	END	0.220	14	14	1	8	0	7	0	F	1978	
*	55C	55C	100	55A	N	END	0.220	14	14	1	8	0	7	0	F	1978	
	56	FRENCH SUB	100	LOCKED GATE	SE	SRFCH	0.100	16	10	1	1	0	7	0	F	2016	
	56	56	200	SRFCH	SE	38	0.510	16	22	2	1	0	7	0	G	2016	
	563	CARBON RED MTN	100	737	E	SRFCH	0.350	14	16	2	2	0	7	0	P	2016	
	563	563	200	SRFCH	E	GATE	2.800	14	16	2	2	0	7	0	P	2016	
	56A	HARTMAN BASE AREA	100	3505	E	38	0.560	16	18	2	2	0	7	0	G	2019	
	57	YUCCA COURT	100	38	E	END	0.120	16	18	2	1	0	7	0	G	2019	
	58	INDIAN CREEK	100	BGN	N	WIDCH	7.050	15	16	2	2	0	7	0	P	2019	
	58	58	200	WIDCH	N	SH 149	3.300	15	18	2	2	0	7	0	F	2018	
	587	PASS CREEK	100	765	NE	209.1G	0.700	15	16	2	2	0	7	0	F	2019	
*	58A	58A	100	58	NW	END	0.900	14	12	1	8	0	7	0	F	1978	

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
*	58B	58B	100	58	SE	END	0.410	14	10	1	8	0	7	0	F	1978	
	59	CEBOLLA ACCESS	100	BGN	N	SRFCH	1.580	14	18	1	2	0	7	0	P	2016	
	59	59	200	SRFCH	N	29	1.970	14	12	1	2	0	7	0	P	2016	
	6	OC COAL MINE	100	730	NE	CG	1.890	16	22	2	1	0	7	0	F	2016	
	6	6	200	CG	N	END	0.860	16	22	2	1	0	7	0	F	2016	
	60	NORTH PARLIN FLATS	100	76	NW	NFOR	5.440	15	16	2	2	0	7	0	P	2016	
*	60	60	200	NFOR	N	END	0.380	13	8	1	9	0	7	0	P	1978	
	61	POLE CREEK RD	100	31	SE	32	4.110	15	14	1	2	0	7	0	F	2016	
	62	RAZOR CREEK	100	43	SE	SRFCH	4.500	15	12	1	2	0	7	0	F	2018	
	62	62	200	SRFCH	NE	SRFCH	1.000	15	16	2	1	0	7	0	F	2018	
	62	62	300	SRFCH	SE	45	3.300	16	20	2	1	0	7	0	G	2018	
	64	LAKE FORK CANYON	100	25	NE	NRECA	4.050	16	16	2	2	0	7	0	P	2016	
	64	64	200	NRECA	NW	END	0.660	16	16	2	2	0	7	0	P	2016	
	65	BIG BLUE RIDGE	100	867	NW	NFOR	0.400	15	16	2	2	0	7	0	F	2016	
	65	65	200	NFOR	NW	NFOR	1.820	15	16	2	2	0	7	0	F	2016	
	65	65	300	NFOR	NW	END	2.850	15	16	2	2	0	7	0	F	2016	
	66	COX PARK	100	867	NW	SRFCH	2.930	15	12	1	2	0	7	0	F	2016	
*	66	66	200	SRFCH	N	SH 50	6.840	13	8	1	9	0	7	0	F	1978	
	67	BIG BLUE	100	867	E	END	1.430	15	16	2	2	0	7	0	F	2016	
	68	BIG BLUE	100	867	NE	GATE	2.090	15	12	1	2	0	7	0	P	2016	
	69	WILLOW TR	100	69B	SW	38	0.290	16	24	2	1	0	7	0	G	2016	
	69A	ASPEN TR	100	69B	NE	69B	0.170	16	24	2	1	0	7	0	G	2016	
	69B	COTTONWOOD TR	100	69B	NW	END	0.120	16	22	2	1	0	7	0	G	2016	
	7	MILLER LN	100	727	S	BLM BDRY	2.220	15	16	2	2	0	7	0	F	2016	
	7	MILLER LN	200	BLM BDRY	S	818	0.970	15	14	1	2	0	7	0	F	2016	
	7	MILLER LN	300	818	NE	7A	1.350	15	14	1	2	0	7	0	F	2016	
	7	MILLER LN	400	7A	NE	STR	0.230	16	20	1	2	0	7	0	G	2016	
	7	MILLER LN	500	STR	NE	730	0.500	16	20	1	2	0	7	0	G	2016	
	700	SUMMERVILLE	100	742	S	END	0.100	16	24	2	2	0	7	0	G	2019	
	706	LOST LAKE	100	BGN	NE	12	2.150	16	16	2	2	0	7	0	G	2018	
	706A	706A	100	706	E	END	0.250	16	16	2	2	0	7	0	G	2016	
	707	HORSE RANCH PARK	100	CR 12	NE	CR12	0.300	15	16	2	2	0	7	0	G	2019	
	71	ALPINE MEADOWS	100	BGN	SE	734	0.660	1	20	2	1	0	7	0	G	2016	
	710A	MINNESOTA RES	100	BGN	NW	NFOR	4.520	14	13	1	2	0	7	0	P	2018	
	710A	710	200	NFOR	N	NFOR	1.100	15	14	2	2	0	7	0	P	2016	
	710A	710	300	NFOR	NW	NFOR	0.380	15	14	2	2	0	7	0	P	2016	
	710A	710	400	NFOR	N	711	0.070	15	14	2	2	0	7	0	P	2016	

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
*	710B	710B	100	BGN	NE	NFOR	0.250	14	10	1	8	0	7	0	F	1978	
*	710B	710B	110	NFOR	N	STR	0.450	14	8	1	8	0	7	0	F	1978	
*	710B	710B	300	STR	NE	710A	0.180	14	10	1	8	0	7	0	F	1997	
*	711	711	200	710A	E	NFOR	1.020	14	7	1	8	0	7	0	F	1997	
*	711	711	300	NFOR	NE	END	6.430	14	7	1	8	0	7	0	F	1997	
*	712	712	100	DELTA COLI	SE	DELTA MAINT	1.330	16	12	1	0	0	7	0	F	1978	
	712	SMITH FORK	150	DELTA MAINT	SE	END	0.610	16	18	2	2	0	7	0	F	2016	
*	712A	712A	100	LOCKED GATE	NE	NFOR	0.750	14	12	1	8	0	7	0	P	1978	
*	712A	712A	200	NFOR	N	712	6.420	14	12	1	8	0	7	0	F	1978	
	713	CRYSTAL CREEK	100	MONTROSE COLI	E	NFOR	2.370	16	18	2	2	0	7	0	F	2019	
	713	713	200	NFOR	NE	SRFCH	2.240	16	14	1	2	0	7	0	F	2016	
	713	713	300	SRFCH	SE	717	3.180	15	14	1	2	0	7	0	F	2016	
	713	713	400	717	N	N.END	6.510	15	14	1	2	0	7	0	P	2019	
*	713	713	500	SRFCH	N	END	0.350	13	10	1	9	0	7	0	F	1978	
	713.4A	CONNECTOR	100	713	E	717	0.900	15	14	1	2	0	7	0	F	2019	
*	713A	713A	100	713	N	NFOR	0.530	13	8	1	9	0	7	0	F	1978	
*	713A	713A	200	NFOR	N	GATE	0.260	13	8	1	9	0	7	0	F	1978	
	715	MYERS GULCH	100	FS716	NW	FS717	4.800	15	14	1	2	0	7	0	F	2019	
	716	OLD MESA	100	LOCKED GATE	NW	MONTROSE COLI	5.900	15	14	1	2	0	7	0	F	2019	
	717	MESA CRK	100	716	NE	715	4.100	15	14	1	2	0	7	0	F	2019	
	717	717	200	715	NE	713.4A	3.900	15	14	1	2	0	7	0	P	2019	
*	717B	717B	100	SH 92	NE	NFOR	1.550	14	10	1	8	0	7	0	F	1978	
*	717C	717C	100	GATE	NE	NFOR	0.920	13	8	1	9	0	7	0	F	1978	
*	717C	717C	200	NFOR	NE	717B	0.400	14	10	1	8	0	7	0	F	1978	
	719	CORRAL GULCH	100	MONTROSE COLI	NE	716	3.240	15	16	2	2	0	7	0	F	2019	
*	719A	719A	100	GATE	N	719	1.150	14	12	1	8	0	7	0	F	1978	
*	719B	719B	100	719	NW	717B	1.110	13	8	1	9	0	7	0	F	1978	
	72	UTE LN	100	SH 50	N	TOMICHI LANE	0.200	1	22	2	1	0	7	0	G	2016	
	72	UTE LN	200	TOMICHI LANE	SE	SH 50	0.970	16	22	2	1	0	7	0	G	2016	
	720	CURECANTI CR	100	SH 92	NE	NFOR	1.050	15	16	2	2	0	7	0	P	2019	
	720	720	200	NFOR	N	STR	1.600	15	16	2	2	0	7	0	P	2019	
	720	720	300	STR	N	WIDCH	5.350	15	18	2	2	0	7	0	P	2019	
*	720A	720A	100	GATE	E	720	0.800	14	12	1	8	0	7	0	F	1978	
*	720B	720B	100	SH 92	S	END	0.280	14	10	1	8	0	7	0	F	1993	
	721	SOAP CREEK	100	SH 92	NE	NRECA	3.620	16	22	2	2	0	7	0	G	2016	
	721	721	300	NRECA	NW	NFOR	2.680	16	18	2	2	0	7	0	G	2016	
	721	721	400	NFOR	N	721D	0.640	16	16	2	2	0	7	0	F	2016	

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
	721	721	450	721D	N	721E	1.130	16	16	2	2	0	7	0	G	2016	
	721	721	500	721E	NW	GATE	2.370	15	14	1	2	0	7	0	P	2016	
*	721	721	600	GATE	NW	END	6.640	14	12	1	8	0	7	0	P	1991	
*	721A	721A	100	BGN	SE	721	0.770	14	14	1	8	0	7	0	F	1978	
*	721B	721B	100	GATE	SE	721	0.460	13	8	1	9	0	7	0	F	1978	
*	721C	721C	100	721	NW	END	0.770	14	10	1	8	0	7	0	F	1978	
*	721D	721D	100	BGN	SW	NRECA	0.570	14	10	1	8	0	7	0	F	1978	
*	721D	721D	200	NRECA	NW	721	0.590	14	10	1	8	0	7	0	F	1978	
	721E	SOAP CREEK CAMP	100	721	NE	END	1.730	16	14	1	2	0	7	0	G	2016	
*	721F	721F	100	BGN	E	SH 92	0.140	14	20	2	8	0	7	0	F	1993	
*	721G	721G	100	SH 92	NW	END	0.160	14	15	1	8	0	7	0	F	1993	
*	721H	721H	100	721	NE	END	0.130	14	12	1	8	0	7	0	F	1993	
	723	RED CREEK	100	SH 50	N	NRECA	0.780	15	18	2	2	0	7	0	F	2016	
	723	723	200	NRECA	N	NFOR	4.530	15	18	2	2	0	7	0	F	2016	
	723	723	300	NFOR	NE	END	10.290	15	18	2	2	0	7	0	F	2016	
*	723B	723B	100	723	NW	END	1.390	14	16	2	8	0	7	0	F	1978	
*	723C	723C	100	723	NE	END	0.610	14	10	1	8	0	7	0	F	1978	
*	723D	723D	100	SH 50	NE	NRECA	0.120	14	10	1	8	0	7	0	F	1978	
*	723D	723D	200	NRECA	NW	SRFCH	0.220	14	10	1	8	0	7	0	F	1978	
*	723D	723D	300	SRFCH	NW	END	2.510	13	8	1	9	0	7	0	F	1978	
*	723E	723E	100	SH 50	NE	NRECA	0.520	14	22	2	8	0	7	0	F	1978	
*	723E	723E	200	NRECA	NE	SRFCH	0.120	14	14	1	8	0	7	0	F	1978	
*	723E	723E	300	SRFCH	N	END	2.930	13	14	1	9	0	7	0	F	1978	
*	723F	723F	100	SH 50	S	BOAT RAMP	0.570	15	20	2	8	0	7	0	F	1993	
*	723G	723G	100	723F	N	723G	1.050	15	11	1	8	0	7	0	F	1993	
*	723G	723G	200	723G	E	723G	0.450	15	11	1	8	0	7	0	F	1993	
*	723G	723G	300	723G	W	723G	0.430	15	11	1	8	0	7	0	F	1993	
	724	DRY CREEK	100	SH 50	N	NRECA	0.310	15	18	2	2	0	7	0	F	2016	
	724	724	200	NRECA	NW	NFOR	5.300	15	18	2	2	0	7	0	F	2016	
	724	724	300	NFOR	N	SRFCH	1.690	15	18	2	2	0	7	0	F	2016	
	724	724	400	SRFCH	NW	END	6.200	15	18	2	2	0	7	0	F	2016	
	724A	724A	100	724	NE	END	0.320	15	18	2	2	0	7	0	F	2016	
	724B	724B	100	724	NW	END	0.510	16	14	1	2	0	7	0	F	2016	
*	724C	724C	100	SH 50	SE	END	0.240	14	19	2	8	0	7	0	F	1993	
	726	BEAVER CREEK	100	SH 50	W	GATE	2.460	16	20	2	1	0	7	0	G	2016	
*	726A	726A	100	SH 50	SE	END	0.480	15	12	1	8	0	7	0	F	1993	

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
*	726B	726B	100	726A	E	END	0.150	15	9	1	8	0	7	0	F	1993	
*	726C	726C	100	SH 50	SW	END	0.330	15	12	1	8	0	7	0	F	1993	
	727	MILL CREEK	100	POSTED GATE	SE	NFOR	1.530	14	16	1	2	0	7	0	F	2018	
	727	727	110	NFOR	E	STR	2.980	16	18	2	1	0	7	0	F	2018	
	727	727	300	STR	SE	730	0.130	1	20	2	1	0	7	0	G	2018	
	72D	TOMICHI LN	100	72	E	72	0.370	16	22	2	1	0	7	0	G	2018	
	72E	NAVAJO	100	BGN	N	72	0.150	16	22	2	1	0	7	0	G	2016	
*	72E	72E	200	72	N	END	0.030	16	14	1	8	0	7	0	F	1986	
	730	OHIO CREEK	100	SH 135	N	NFOR	4.270	1	22	2	1	0	6	0	G	2018	
	730	730	200	NFOR	NW	NFOR	0.620	1	22	2	1	0	6	0	F	2016	
	730	730	300	NFOR	NW	NFOR	2.000	1	22	2	1	0	6	0	F	2016	
	730	730	400	NFOR	NW	NFOR	2.680	1	22	2	1	0	6	0	P	2016	
	730	730	500	NFOR	NW	NFOR	0.520	1	22	2	1	0	6	0	P	2016	
	730	730	550	NFOR	NW	SRFCH	2.510	1	22	2	1	0	6	0	P	2018	
	730	730	600	SRFCH	NW	SRFCH	4.900	16	22	2	1	0	6	0	F	2018	
	730	730	700	SRFCH	NW	NFOR	1.200	16	20	2	2	0	6	0	F	2018	
	730	730	800	NFOR	NW	12	5.100	15	16	2	2	0	6	0	F	2018	
	730.1D	BEAVER PONDS	100	730	S	END	0.100	15	16	2	2	0	7	0	F	2019	
	730.1E	SWAMPY PASS	100	730	NE	END	0.100	15	24	2	2	0	7	0	F	2019	
*	732	KEYSTONE MINE	100	GATE	E	12	0.120	15	20	2	8	0	7	0	F	1978	
	734	SLATE RIVER	100	GOTHIC RD	NW	SRFCH	2.600	1	20	2	1	0	7	0	G	2018	
	734	734	125	SRFCH	NW	PITTSBURG BNDRY	4.900	1	20	2	2	0	7	0	F	2018	
	734	734	150	PITTSBURG BNDRY	NW	811	3.400	1	20	2	2	0	7	0	F	2018	
	734	734	200	811	NW	NFOR	1.200	15	16	1	2	0	7	0	F	2018	
	734	734	300	NFOR	NW	317	2.700	15	14	1	2	0	7	0	P	2018	
*	734A	734A	100	BGN	SE	STR	0.610	14	8	1	8	0	7	0	F	1978	
*	734A	734A	300	STR	N	734	0.320	14	8	1	8	0	7	0	F	1978	
	737	CARBON CREEK	100	730	N	WNTTRL	2.150	16	22	2	1	0	7	0	F	2018	
	737	737	200	WNTTRL	NW	NFOR	1.750	16	16	2	2	0	7	0	F	2019	
	737	737	300	NFOR	N	POSTED GATE	1.450	14	16	2	2	0	7	0	F	2019	
*	737A	737A	100	730	E	737	1.700	13	8	1	9	0	7	0	F	1978	
	738	BRUSH	50	SH 135	NE	SRFCH	1.100	1	22	2	1	0	7	0	G	2018	
	738	738	100	SRFCH	NE	STR	1.600	16	22	2	1	0	7	0	G	2018	
	738	738	200	STR	NE	SRFCH	0.300	16	22	2	1	0	7	0	G	2018	
	738	738	300	SRFCH	E	STR	1.500	15	18	2	2	0	7	0	F	2018	
	738	738	400	STR	NE	WIDCH	0.300	15	18	2	2	0	7	0	F	2018	
	738	738	500	WIDCH	NW	END	1.100	15	16	2	2	0	7	0	F	2018	

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
	738.1A	BRSH TRLHD	100	738	N	END	0.100	16	24	2	2	0	7	0	G	2019	
	738A	AVION	100	CG	N	738	0.100	1	24	2	1	0	7	0	G	2016	
	740	CEMENT CREEK	100	SH 135	NE	TEOCALLI	1.000	1	30	2	1	0	7	1.00	G	2018	
	740	740	300	SRFCH	NE	NFOR	1.130	16	20	2	1	0	7	0	G	2018	
	740	740	400	NFOR	E	SRFCH	1.750	15	20	2	1	0	7	0	P	2018	
	740	740	500	SRFCH	NE	SRFCH	3.400	15	14	1	2	0	7	0	P	2018	
	740	740	600	SRFCH	E	759	1.910	15	14	1	2	0	7	0	P	2018	
*	740	740	700	759	NE	END	6.310	13	8	1	9	0	7	0	F	1978	
	740A	ALLEN HOMESITES	100	740	SE	740A	0.400	16	20	2	1	0	7	0	F	2016	
	740B	ALLEN HOMESITES	100	BGN	NW	740A	0.280	16	22	2	1	0	7	0	F	2016	
*	740C	740C	100	740	E	NFOR	0.400	14	12	1	8	0	7	0	F	1978	
*	740C	740C	200	NFOR	NE	740	0.500	14	12	1	8	0	7	0	F	1978	
*	740D	740D	100	740	S	STR	0.050	14	7	1	8	0	7	0	F	1978	
*	740D	740D	300	STR	SW	END	0.770	14	7	1	8	0	7	0	F	1978	
	742	TAYLOR	100	SH 135	SE	STR	0.060	1	24	2	1	0	5	0	G	2016	
	742	742	200	STR	SE	STR	4.810	1	24	2	1	0	5	4.00	G	2016	2013
	742	742	300	STR	E	813	1.000	1	24	2	1	0	5	4.00	G	2016	2013
	742	742	400	813	SE	744	1.090	1	24	2	1	0	5	4.00	G	2016	2013
	742	742	500	744	NE	STR	0.020	1	24	2	1	0	5	4.00	G	2016	2012
	742	742	600	STR	NE	STR	0.730	1	24	2	1	0	5	4.00	G	2016	2012
	742	742	700	STR	SE	STR	8.930	1	24	2	1	0	5	4.00	G	2016	2012
	742	742	800	STR	NE	STR	2.060	1	24	2	1	0	5	4.00	G	2016	2003
	742	742	900	STR	N	STR	1.400	1	24	2	1	0	5	4.00	G	2016	2003
	742	742	1000	STR	NE	STR	2.800	1	28	2	1	0	5	0	G	2016	
	742	742	1200	STR	NE	765	0.230	1	28	2	1	0	5	0	G	2016	
	742	742	1300	765	NE	209	2.100	1	28	2	2	0	5	0	G	2016	
	742	742	1400	209	NE	STR	0.430	1	22	2	2	0	6	2.00	G	2019	
	742	742	1500	STR	N	748	6.710	16	24	2	2	0	6	0	F	2016	
	742	742	1600	748	NW	759	2.450	15	20	2	2	0	7	0	P	2016	
	742	742	1700	759	NW	END	9.000	15	16	2	2	0	7	0	P	2016	
	742.3D	PIE PLANT	100	742	N	STR	3.200	14	16	2	2	0	7	0	P	2018	
	742A	BOAT DOCK	200	742	N	END	0.280	15	20	2	2	0	7	0	P	2016	
*	742C	TEXAS CREEK RD	100	742	E	END	5.950	13	8	1	9	0	7	0	F	1978	
*	742D	742D	100	BGN	NE	742	0.200	14	14	1	8	0	7	0	F	2019	
	742E	RED MOUNTAIN SUM	100	742	NE	SRFCH	0.950	15	16	2	2	0	7	0	P	2016	
	742E	RED MOUNTAIN SUM	200	SRFCH	N	742E	0.650	15	16	2	2	0	7	0	P	2016	
*	742F	742F	100	742	NW	END	0.950	13	8	1	9	0	7	0	F	1978	

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
*	742G	742G	100	742	NW	END	0.230	13	8	1	9	0	7	0	F	1978	
*	742H	742H	100	BGN	N	742	0.850	15	12	1	8	0	7	0	F	1978	
	743	LOST CANYON	100	10	NE	NFOR	2.100	16	20	2	1	0	7	0	P	2018	
	743	743	200	NFOR	SE	END	11.530	15	16	1	2	0	7	0	P	2019	
*	743A	743A	100	BGN	NE	743	1.440	13	7	1	9	0	7	0	F	1978	
	743A	ESTY LANE	300	743 RD	NW	CDS	1.620	16	22	2	1	0	7	0	G	2016	2005
	744	SPRING CREEK	100	742	NW	SRFCH	1.880	1	22	2	1	0	5	0	F	2016	
	744	744	200	SRFCH	NW	STR	2.410	15	20	2	2	0	6	0	P	2018	
	744	744	300	STR	NE	STR	0.540	15	20	2	2	0	6	0	P	2018	
	744	744	400	STR	NW	STR	0.910	15	18	2	2	0	6	0	P	2018	
	744	744	500	STR	NE	STR	0.490	16	18	2	2	0	6	0	P	2018	
	744	744	600	STR	NE	748	4.950	16	18	2	2	0	6	0	F	2016	
	744	744	700	748	N	SRFCH	1.200	15	18	2	2	0	7	0	F	2018	
	744	744	800	SRFCH	NW	END	6.190	15	16	2	2	0	7	0	P	2016	
	744A	DARK GULCH	100	744	NE	END	0.700	15	16	2	2	0	7	0	P	2016	
	748	ROCKY BROOK	100	744	E	748C	9.240	16	20	2	2	0	6	0	F	2016	
	748	748	200	748C	N	STR	1.210	16	20	2	2	0	6	0	F	2016	
	748	748	300	STR	NE	742	0.110	16	20	2	2	0	6	0	F	2016	
	748A	WYE CONN	100	744	NE	748	0.150	16	19	2	2	0	7	0	G	2016	
*	748B	748B	100	BGN	N	748	2.960	14	14	1	8	0	7	0	F	1978	
*	748C	PAYMASTER RD	100	748	NW	END	0.980	14	8	1	8	0	7	0	F	1978	
	749	ALKALI BASIN	100	BARR	E	STR	1.070	16	16	2	2	0	7	0	F	2018	
	749	749	300	STR	E	STR	0.170	16	16	2	2	0	7	0	F	2019	
	749	749	400	STR	E	SH 135	0.280	16	16	2	1	0	7	0	F	2016	
	75	PARLIN TO RANCH	100	SH 50	NE	GATE	0.620	16	20	2	1	0	7	0	F	2018	
	752	UNION PARK RD	100	BGN	NE	55	4.300	14	18	2	2	0	7	0	P	2016	
*	756	ILLINOIS CREEK	100	742	E	END	3.470	13	8	1	9	0	7	0	F	1978	
*	756A	756A	100	756	NE	END	0.920	13	8	1	9	0	7	0	F	1978	
*	758	LOTTIS CREEK RD	100	GT	NW	742	0.640	14	8	1	8	0	7	0	F	1978	
	759	RENO DIVIDE	100	740	E	END	3.700	14	12	1	2	0	7	0	F	2016	
*	759	759	200	BGN	NE	SRFCH	4.890	13	8	1	9	0	7	0	F	1978	
	759	759	300	SRFCH	E	SRFCH	0.700	14	16	2	2	0	7	0	P	2018	
	759	759	400	SRFCH	E	STR	0.840	14	16	2	2	0	7	0	P	2018	
	759	759	500	STR	E	742	0.460	15	16	2	2	0	7	0	P	2016	
*	759A	759A	100	BGN	N	759	1.280	13	8	1	9	0	7	0	F	1978	
	76	QUARTZ CREEK	100	SH 50	E	STR	3.680	1	22	2	1	0	5	0	F	2016	

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
	76	76	300	STR	NE	NFOR	2.950	1	22	2	1	0	5	0	F	2016	
	76	76	400	NFOR	NE	STR	0.750	1	22	2	1	0	5	0	F	2016	
	76	76	500	STR	NE	771	1.250	1	22	2	1	0	5	0	F	2016	
	76	76	600	771	E	PITKIN CL	6.270	1	22	2	1	0	5	0	F	2016	
*	76	MAIN ST	700	CL	NE	2ND AV	0.180	1	14	1	0	0	7	0	F	1978	
	763	WAUNITA PASS	100	887	N	NFOR	1.280	15	18	2	2	0	6	0	F	2016	
	763	763	200	NFOR	NW	STR	8.850	15	18	2	2	0	6	0	F	2016	
	763	763	300	STR	N	PITKIN CL	0.150	15	18	2	2	0	6	0	F	2016	
*	763	763	400	CL	NE	2ND AV	0.210	16	16	2	0	0	7	0	F	1978	
*	763A	763A	100	763	NE	END	1.630	13	8	1	9	0	7	0	F	1978	
*	763B	763B	100	BGN	SE	763	0.720	13	14	1	9	0	7	0	F	1978	
*	763C	763C	100	BGN	NW	763	1.150	14	12	1	8	0	7	0	F	1978	
*	763D	763D	100	BGN	NE	763	1.020	14	10	1	8	0	7	0	F	1978	
*	763E	POWDERHOUSE GULCH	100	763	E	END	0.290	13	8	1	9	0	7	0	F	1978	
	765	CUMBERLAND PASS	100	PITKIN CL	E	SRFCH	0.720	16	20	2	2	0	6	0	G	2018	
	765	765	200	SRFCH	E	839	1.580	15	18	2	2	0	6	0	F	2016	
	765	765	210	839	NE	MINOR	16.560	15	16	2	2	0	6	0	P	2016	
	765	765	400	MINOR	NE	267	0.060	15	16	2	2	0	6	0	G	2018	
	765	765	500	267	N	STR	4.240	16	24	2	2	0	6	0	G	2018	
	765	765	600	STR	NW	STR	1.530	16	22	2	2	0	6	0	G	2018	
	765	765	700	STR	N	742	1.750	16	22	2	2	0	6	0	G	2018	
	7653E	PITKIN CAMP	100	765	S	7653E	0.600	16	16	2	2	0	7	0	F	2018	
*	765A	MOSQUITO CREEK	100	765	NE	END	1.430	13	8	1	9	0	7	0	F	1978	
*	765B	765B	100	765	E	END	0.880	14	12	1	8	0	7	0	F	1978	
*	765C	765C	100	BGN	W	765	0.330	14	10	1	8	0	7	0	F	1978	
*	765D	765D	100	BGN	NE	765	0.400	14	12	1	8	0	7	0	F	1978	
*	765E	765E	100	765	NW	END	0.640	14	10	1	8	0	7	0	F	1978	
*	765F	765F	100	765	NE	765H	0.670	14	8	1	8	0	7	0	F	1978	
*	765F	765F	200	765H	N	END	0.640	13	8	1	9	0	7	0	F	1978	
*	765G	765G	100	765F	E	765J	0.570	14	12	1	8	0	7	0	F	1978	
*	765H	765H	100	765F	NE	765J	0.430	14	8	1	8	0	7	0	F	1978	
*	765J	765J	100	BGN	N	765	3.450	14	12	1	8	0	7	0	F	1978	
*	765K	765K	100	BGN	E	765	0.850	14	10	1	8	0	7	0	F	1978	
	765L	TINCUP CEMETERY	100	765	SE	765N	0.380	15	8	1	2	0	7	0	F	2016	
*	765M	765M	100	765L	NE	END	0.090	14	10	1	8	0	7	0	F	1978	
*	765N	765N	100	BGN	NW	765L	1.320	13	8	1	9	0	7	0	F	1978	

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
	765N	765N	200	765L	NE	END	0.380	14	12	1	2	0	7	0	P	2016	
*	765P	765P	100	765	SE	END	0.180	14	10	1	8	0	7	0	F	1978	
*	765R	765R	100	BGN	N	765	0.090	13	10	1	9	0	7	0	F	1978	
*	765S	765S	100	BGN	E	765	0.140	13	8	1	9	0	7	0	F	1978	
*	765T	765T	100	POSTED GATE	SE	765	0.190	13	8	1	9	0	7	0	F	1978	
*	765U	765U	100	GATE	SE	765	0.370	13	8	1	9	0	7	0	F	1978	
*	765U	765U	200	765	E	GATE	0.710	13	8	1	9	0	7	0	F	1978	
*	765V	765V	100	765U	N	765	0.160	13	8	1	9	0	7	0	F	1978	
*	765V	765V	200	765	NW	765W	0.340	14	8	1	8	0	7	0	F	1978	
*	765W	765W	100	GATE	SE	765	0.200	14	10	1	8	0	7	0	F	1978	
*	765X	765X	100	GATE	NE	765W	0.050	14	14	1	8	0	7	0	F	1978	
	766	HALLS GULCH RD	100	BGN	SE	765	2.200	14	12	1	2	0	7	0	P	2016	
	767	MIDDLE QUARTZ	100	765	SE	769	1.620	16	12	1	2	0	7	0	F	2016	
	767	767	200	769	NE	END	3.020	14	12	1	2	0	7	0	F	2016	
	7671C	MIDDLE QUARTZ CAMP	100	767	NE	END	0.070	14	12	1	2	0	7	0	F	2016	
	769	HICKS GULCH	100	887	E	NFOR	0.250	14	14	1	2	0	7	0	P	2016	
	769	769	200	NFOR	E	774	0.490	14	14	2	2	0	7	0	P	2016	
	769	769	300	774	NE	774	2.680	14	12	1	2	0	7	0	P	2016	
*	769	769	500	SRFCH	NW	767	2.230	14	8	1	8	0	7	0	F	1997	
*	769A	769A	100	BGN	SE	769	1.640	13	8	1	9	0	7	0	F	1978	
	76A	WYE CONN	100	SH 50	NE	76	0.100	14	15	1	2	0	7	0	P	2016	
	76B	WILLOW CREEK	100	76	NW	4WD	1.250	14	10	1	2	0	7	0	F	2016	
*	76C	76C	100	GATE	N	76	0.120	14	8	1	8	0	7	0	F	1978	
	76D	MINERS AVENUE	100	76	N	END	0.070	14	16	2	2	0	7	0	P	2016	
	76E	BROADWAY	100	BGN	NE	76	0.060	16	16	2	1	0	7	0	P	2016	
	76F	PITKIN CEMETERY	100	76	NE	CEMETERY RD	0.300	15	10	1	2	0	7	0	F	2016	
*	76G	3RD AV	100	MAIN	NW	CL	0.060	16	16	2	0	0	7	0	F	1978	
*	76G	3RD AV	200	CL	NW	END	0.140	16	16	2	8	0	7	0	F	1978	
*	76H	76H	100	3RD AV	NE	GATE	0.550	14	8	1	8	0	7	0	F	1978	
	77	RAGGED MOUNTAIN	100	2	NE	END	1.000	16	22	2	2	0	7	0	G	2019	
	771	GOLD CREEK	100	76	NE	SYSCH	0.500	16	18	2	1	0	7	0	G	2016	
	771	771	200	SYSCH	NE	771A	2.880	16	18	2	1	0	7	0	F	2016	
	771	771	300	771A	NE	SRFCH	1.840	16	16	2	2	0	7	0	P	2016	
	771	771	400	SRFCH	NE	CG	2.150	15	14	1	2	0	7	0	P	2016	
*	771	771	500	CG	NE	END	1.040	14	12	1	8	0	7	0	P	1991	
	7712A	JONES GULCH	100	771	NW	END	0.100	14	20	2	2	0	7	0	P	2016	
	7712D	7712D	100	771	NE	END	0.100	15	16	2	2	0	7	0	F	2016	

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
*	771A	JONES GULCH RD	100	771	SE	771	4.710	14	8	1	8	0	7	0	F	1978	
*	774A	774A	100	769	E	GATE	1.010	14	8	1	8	0	7	0	F	1997	
*	774B	774B	100	769	NW	769	4.380	15	8	1	8	0	7	0	P	1997	
*	79	79	100	SH 133	NE	LG	0.320	14	14	1	8	0	7	0	F	1986	
	8	ALLEN LN	100	730	E	SH 135	2.450	16	22	2	1	0	7	0	G	2016	
	802	WOODS GULCH	100	44	N	NFOR	3.610	14	16	2	2	0	7	0	P	2016	
	802	802	200	NFOR	NE	END	0.990	15	14	1	2	0	7	0	F	2016	
*	802A	802A	100	802	NW	44	0.820	14	8	1	8	0	7	0	F	1978	
	809	CLIFF CREEK	100	CR 12	SE	CR 12	0.200	15	14	1	2	0	7	0	F	2019	
	811	WASHINGTON GULCH	100	317	NW	NFOR	2.380	1	22	2	1	0	7	2.00	G	2021	
	811	811	300	NFOR	NW	NFOR	1.480	15	16	2	2	0	7	0	P	2016	
	811	811	400	NFOR	NW	734	5.120	15	14	1	2	0	7	0	P	2016	
	812	MERIDIAN LAKE DR	100	811	NE	SRFCH	0.320	1	22	2	1	0	7	0	P	2016	
	812	MERIDIAN LAKE DR	200	SRFCH	N	SRFCH	0.210	1	22	2	1	0	7	0	P	2016	
	812	MERIDIAN LAKE DR	300	SRFCH	N	812K	0.180	1	22	2	1	0	7	0	P	2016	
	812A	PEANUT LN	100	CDS	SE	812	0.060	1	20	2	1	0	7	0	G	2016	
	812B	SNODGRASS LN	100	812	SE	CDS	0.070	1	20	2	1	0	7	0	G	2016	
	812C	QUIGLEY LN	100	812	SE	CDS	0.030	1	20	2	1	0	7	0	P	2016	
	812D	NICHOLSON LN	100	CDS	NE	812	0.050	1	20	2	1	0	7	0	F	2016	
	812E	EAST LN	100	812	SE	CDS	0.060	1	20	2	1	0	7	0	F	2016	
	812F	JUDD FALLS CI	100	812	E	CDS	0.020	1	20	2	1	0	7	0	G	2016	
	812G	PEELER LN	100	812	NE	CDS	0.070	1	20	2	1	0	7	0	G	2016	
	812H	SLATE LN	100	CDS	SE	812	0.110	1	20	2	1	0	7	2.00	G	2021	
	812I	WOLVERINE LN	100	CDS	E	812	0.050	1	20	2	1	0	7	2.00	G	2021	
	812J	MEADOWS DR	100	CR 811	NE	CDS	0.700	1	24	2	1	0	7	0	G	2016	
	812K	MEADOW LN	100	MEADOW DR	E	CDS	0.100	1	22	2	1	0	7	0	G	2016	2006
	812L	CASTLE ROCK CT	100	MEADOW DR	S	CDS	0.080	1	20	2	1	0	7	0	P	2016	2006
	812M	QUARTZ CI	100	MEADOW DR	NW	CDS	0.020	1	20	2	1	0	7	0	P	2016	2006
	812N	WILLOW LN	100	MEADOW DR	W	CDS	0.070	1	20	2	1	0	7	0	P	2016	2006
	812O	CREEK COVE	100	CR 811	W	CDS	0.050	1	20	2	1	0	7	0	P	2016	2006
	812P	REDSTONE COVE	100	CR 811	N	CDS	0.040	1	20	2	1	0	7	0	G	2016	2006
	812Q	STREAM VIEW LN	100	CR 811	S	CDS	0.100	1	20	2	1	0	7	0	F	2016	2006
	813	JACKS CABIN	100	SH 135	E	SRFCH	1.130	1	22	2	1	0	6	0	F	2016	
	813	JACKS CABIN	200	SRFCH	E	NFOR	0.630	16	22	2	2	0	6	0	G	2016	
	813	JACKS CABIN	300	NFOR	E	742	2.460	16	22	2	2	0	6	0	G	2016	
	818	WILEY LANE	100	730	W	STR	0.450	16	22	1	1	0	7	0	G	2016	
	818	818	150	STR	W	SRFCH	0.700	16	22	1	1	0	7	0	G	2016	

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
	818	818	200	SRFCH	NW	7	7.530	15	16	2	2	0	7	0	F	2016	
*	818A	818A	100	BGN	S	818	1.190	13	7	1	9	0	7	0	F	1978	
*	819	819	300	SAGUACHE COLI	SE	SH 50	0.300	15	12	1	0	0	7	0	F	1993	
	826	LAKE IRWIN	100	12	NW	12E	0.150	16	18	2	2	0	7	0	F	2016	
	826	826	200	12E	NW	12E	2.450	15	18	2	2	0	7	0	F	2016	
*	826	826	300	12E	N	END	0.900	16	18	2	8	0	7	0	F	1980	
	826.1A	IRWIN CAMPGROUND	100	826	N	826	0.500	15	14	1	2	0	7	0	F	2019	
	826A	IRWIN TOWNSITE	100	826	NE	WIDCH	1.040	16	16	2	2	0	7	0	F	2016	
	826A	IRWIN	200	WIDCH	NE	SYSCH	0.400	15	16	1	2	0	7	0	P	2016	
*	826A	IRWIN	300	SYSCH	NW	826	0.300	14	16	1	8	0	7	0	F	1980	
	839	ALPINE TUNNEL	100	765	SE	SRFCH	4.640	15	16	2	2	0	7	0	P	2016	
	839	839	200	SRFCH	NE	SHARROD LOOP	4.200	14	16	2	2	0	7	0	P	2016	
	849	ASPEN LEAF	100	NFOR CG	NW	NFOR	1.220	14	12	1	2	0	7	0	P	2016	
	849	849	200	NFOR	NE	265	1.060	14	12	1	2	0	7	0	P	2016	
	858	BIG CIMARON	10	OURAY COLI	SE	860A	0.310	16	18	2	2	0	6	0	F	2016	
	858	858	20	860A	E	STR	2.680	16	18	2	2	0	6	0	F	2019	
	858	858	30	STR	NE	STR	3.570	16	18	2	2	0	6	0	F	2019	
	858	858	40	STR	E	861	0.080	16	14	1	2	0	6	0	F	2019	
	858	858	50	STR	NE	858	0.140	15	18	2	2	0	7	0	F	2016	
	858	858	200	861	NW	STR	4.790	15	22	2	2	0	6	0	F	2016	
	858	OWL CREEK CIMARRON	300	STR	NW	NFOR	0.010	16	20	2	2	0	6	0	F	2016	
	858	858	400	NFOR	N	STR	0.750	16	20	2	2	0	6	0	F	2016	
	858	858	500	STR	N	MONTROSE COLI	3.250	16	20	2	2	0	6	0	F	2016	
	858.3D	FISHERMAN PARKING	100	858	NW	CDS	0.300	15	16	2	2	0	7	0	F	2019	
	858.3G	CIMARRON FORKS	100	858	NW	CDS	0.300	15	16	2	2	0	7	0	F	2019	
*	858A	858A	100	BGN	SE	858	0.200	16	20	2	8	0	7	0	F	1978	
*	858B	858B	100	BGN	E	858	0.250	16	16	2	8	0	7	0	F	1978	
*	858C	858C	100	POSTED GATE	NE	858	0.130	14	12	1	8	0	7	0	F	1978	
	860	BIG CIMARRON WEST FORK	150	S END	N	858	2.000	15	12	1	2	0	7	0	P	2019	
	861	MIDDLE FORK	100	HINSDALE COLI	N	SRFCH	3.150	15	16	2	2	0	7	0	F	2016	
	861	861	200	SRFCH	N	STR	1.410	15	18	2	2	0	7	0	F	2016	
	863	EAST FORK CIMARRON	100	END	NW	NFOR 858	1.700	15	12	1	2	0	7	0	F	2016	
	864	LITTLE CIMARON	100	865	NW	NFOR	2.890	15	20	2	2	0	7	0	F	2016	
	864	864	200	NFOR	N	MINOR	1.270	15	20	2	2	0	7	0	F	2016	
	864	864	300	STR	N	864A	1.320	15	16	2	2	0	7	0	F	2016	
	864	864	310	864A	NE	STR	2.070	15	16	2	2	0	7	0	F	2016	

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
	864	864	500	STR	N	STR	1.880	16	18	2	2	0	7	0	P	2016	
	864	864	600	STR	N	MONTROSE COLI	4.450	16	20	2	2	0	7	0	F	2016	
*	864	864 LITTLE CIMARRON	700	MONTROSE COLI	NW	SH 50	1.950	16	18	2	0	0	7	0	F	1978	
	864.4C	JOHNSON PARK	100	864	W	CDS	0.100	15	14	1	2	0	7	0	F	2019	
	864A	HIGH MESA	100	LOCKED GATE	N	COLI	5.910	15	18	2	2	0	7	0	F	2016	
*	864A	864A	200	COLI	N	MONTROSE COLI	2.330	16	14	1	0	0	7	0	F	1978	
	864A	864A	300	COLI	SE	864	2.520	15	14	1	2	0	7	0	F	2016	
*	864B	864B	100	BGN	E	864	0.460	16	12	1	8	0	7	0	F	1978	
	865	865 FIREBOX CAN	100	BGN	NW	864	4.910	15	18	2	2	0	7	0	F	2016	
	867	ALPINE PLATEAU	100	868	NE	SRFCH	3.570	15	14	1	2	0	7	0	F	2016	
	867	867	200	SRFCH	NE	NFOR	3.320	15	18	2	2	0	7	0	F	2016	
	867	867	300	NFOR	NW	66	4.820	15	20	2	2	0	7	0	F	2016	
	867	867	400	66	N	SH 50	9.800	16	20	2	2	0	7	0	F	2016	
*	867A	867A	100	GATE	NE	867	1.140	13	8	1	9	0	7	0	F	1978	
*	867B	867B	100	867	NW	GATE	0.160	14	10	1	8	0	7	0	F	1978	
	868	BIG BLUE CREEK	100	BGN	SE	867	6.030	15	16	2	2	0	7	0	F	2019	
	868	868	200	867	E	NFOR	4.650	15	14	1	2	0	6	0	F	2016	
	868	868	300	NFOR	SE	SH 149	1.010	15	14	1	2	0	6	0	F	2016	
	868A	BIG BLUE CAMPGROUND	100	868	NW	END	0.240	14	12	1	2	0	7	0	P	2016	
	872	872	100	76	N	END	0.100	15	20	2	2	0	7	0	F	2016	
	887	WAUNITA	100	SH 50	NE	NFOR	4.320	16	22	2	1	0	6	0	G	2016	
	887	887	300	NFOR	N	NFOR	3.580	16	22	2	1	0	6	0	F	2016	
	887	887	400	NFOR	E	763	0.800	16	22	2	1	0	6	0	G	2016	
	887	887	600	763	E	NFOR	1.800	15	16	2	2	0	6	0	F	2016	
	887	887	700	NFOR	SE	888	5.300	15	14	1	2	0	6	0	F	2016	
*	887A	887A	100	887	NW	END	2.870	13	8	1	9	0	7	0	F	1978	
	888	WHITE PINE	100	SH 50	N	SRFCH	3.950	1	22	2	1	0	6	0	F	2016	
	888	888	200	SRFCH	NE	237	0.700	15	20	2	1	0	6	0	F	2016	
	888	888	300	237	N	887	1.450	15	20	2	1	0	6	0	F	2016	
	888	888	400	887	NW	SRFCH	3.770	15	18	2	2	0	7	0	F	2016	
	888	888	500	WHITEPINE	NE	SRFCH	0.600	14	12	1	2	0	7	0	P	2016	
*	888	888	600	SRFCH	SE	END	1.910	13	8	1	9	0	7	0	F	1980	
	8882A	SNOWBLIND	100	888	SE	8882A CDS	0.080	16	16	2	2	0	7	0	F	2016	
	8882A	8882A	200	8882A CDS	N	8882A	0.170	16	16	2	2	0	7	0	F	2016	
	8882A	8882A CDS	300	8882A	NE	8882A LOOP	0.030	16	16	2	2	0	7	0	F	2016	
	8882A	8882A	400	8882A LOOP	NE	8882A LOOP	0.070	16	16	2	2	0	7	0	F	2016	
*	888B	CEMETERY RD	100	888	NE	END	0.310	13	8	1	9	0	7	0	F	1978	

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*	890	BONANZA CREEK	100	888	SE	DUMP	1.000	14	16	2	8	0	7	0	P	1986	
*	8A	8A	100	SH 135	N	8	0.310	16	7	1	8	0	7	0	F	1978	
	9	SLEEPY HOLLOW	100	10	NE	END	0.520	16	20	2	1	0	7	0	G	2016	
	901	CRANOR PIT	100	742	SE	END	0.700	16	20	2	2	0	7	0	G	2019	
*	92A	92A	100	SH 92	N	END	0.440	16	24	2	8	0	7	0	F	1993	
	930	RIVERBEND DRIVE	100	SH 135	NE	SRFCH	0.120	1	24	2	1	0	7	0	G	2016	
	930	930	200	SRFCH	NE	END	0.300	16	24	2	1	0	7	0	G	2016	
	931	ASPEN LANE	100	930	SE	932	0.240	1	24	2	1	0	7	0	G	2016	
	932	SLATE VIEW LANE	100	CDS	N	931	0.070	1	22	2	1	0	7	0	G	2016	
	932	932	200	931	N	CDS	0.040	1	22	2	1	0	7	0	G	2016	
	933	SLATE RIVER DR	100	930	NW	930	0.230	16	22	2	1	0	7	0	G	2016	
*	B1	B1	100	CDS	SW	BUCKSKIN TR	0.220	15	16	2	8	0	7	0	F	1978	
*	B1	B1	200	BUCK TR	N	CINNAMON TR	3.830	16	16	2	8	0	7	0	F	1978	
*	B1	B1	300	CINNAMON TR	NE	25	0.940	16	24	2	8	0	7	0	F	1978	
*	B2	B2	100	CDS	E	BLUE MESA DR	1.020	16	20	2	8	0	7	0	F	1978	
*	B3	B3	100	BLUE MESA DR	NE	CDS	0.090	15	20	2	8	0	7	0	F	1978	
*	B4	B4	100	MESA BL	NE	BLUE MESA DR	1.670	16	20	2	8	0	7	0	F	1978	
*	B5	B5	100	SLUMGULLIAN	NE	BLUE MESA DR	0.130	16	24	2	8	0	7	0	F	1978	
*	B6	B6	100	SLUMGULLIAN	NW	COCHET	0.220	16	20	2	8	0	7	0	F	1978	
*	B7	B7	100	CDS	NE	HALF MOON TR	0.130	16	20	2	8	0	7	0	F	1978	
*	B7	B7	200	HALF MOON TR	NE	CDS	0.170	16	20	2	8	0	7	0	F	1978	
*	B8	B8	100	BGN	NE	BLUE MESA DR	1.600	15	20	2	8	0	7	0	F	1978	
*	B9	B9	100	CINNAMON TR	W	CINNAMON TR	0.970	15	20	2	8	0	7	0	F	1978	
	C1	TEOCALLI RD	100	CR 740	NW	SRFCH	0.620	1	28	2	1	0	7	0	G	2016	2002
	C1	TEOCALLI RD	200	SRFCH	NW	END	0.050	1	24	2	1	0	7	0	F	2016	2002
	C10	ESCALANTE ST	100	SHAVANO ST	NE	PACKER WY	0.360	1	24	2	1	0	7	0	F	2016	2002
	C11	SHAVANO ST	100	TEOCALLI RD	W	TEOCALLI RD	0.790	1	24	2	1	0	7	0	F	2016	2002
	C12	BLACKSTOCK DR	100	CR 740	W	CASCADILLA ST	0.370	1	24	2	1	0	7	0	F	2016	2002
	C13	BRACKENBURY ST	100	HAVERLY ST	NW	GOREN ST	0.240	16	24	2	1	0	7	0	F	2016	2002
	C14	GOREN ST	100	FLOYD AV	NE	CASCADILLA ST	0.270	1	22	2	1	0	7	0	F	2016	2002
	C15	FLOYD AV	100	TEOCALLI RD	NE	BRACKENBURY ST	0.170	1	22	2	1	0	7	0	F	2016	2002
	C16	PROFIT PLACE	100	CDS	N	CDS NEVILLE WAY	0.060	16	22	2	1	0	7	0	G	2016	
	C17	NEVILLE WAY	100	BARBRA PLACE	NE	CDS	0.410	16	22	2	1	0	7	0	G	2016	
	C18	BARBRA PLACE	100	ANDERSON DRIVE	NW	CDS	0.160	16	24	2	1	0	7	0	G	2016	2016
	C19	ANDERSON DRIVE	100	GLORIA PLACE	SE	CDS	0.520	16	22	2	1	0	7	0	G	2016	
	C2	ELCHO AV	100	HAVERLY	SW	WIDCH	0.130	1	26	2	1	0	7	0	G	2016	
	C2	ELCHO AV	200	WIDCH	SW	TEOCALLI	0.080	1	24	2	1	0	7	0	G	2016	2002

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
	C20	GLORIA PLACE	100	UPPER HIGHLANDS	SE	CISNEROS LANE	0.230	16	24	2	1	0	7	0	G	2016	
	C21	CISNEROS LANE	100	BRYANT AVENUE	SE	CDS	0.470	16	24	2	1	0	7	0	G	2016	
	C22	ZELIGMAN STREET	100	CISNEROS LANE	SW	BRYANT AVENUE	0.160	16	22	2	1	0	7	0	G	2016	
	C23	ZELIGMAN STREET	100	BRYANT AVENUE	SE	BRYANT AVENUE	0.750	16	24	2	1	0	7	0	G	2016	
	C24	ZELIGMAN STREET	100	BRYANT AVENUE	E	EAST PROP BDRY	0.040	16	20	2	1	0	7	0	G	2016	
	C25	JANET PLACE	100	BRYANT AVENUE	NE	CDS	0.090	16	24	2	1	0	7	0	G	2016	
	C26	BRYANT AVENUE	100	CDS	SE	CDS	0.680	16	24	2	1	0	7	0	G	2016	
	C27	BRYANT AVENUE	100	CDS	W	CASCADILLA ST	0.230	16	24	2	1	0	7	0	G	2016	
	C28	FOX PLACE	100	BRYANT AVE	NE	CDS	0.050	16	24	2	1	0	7	0	G	2016	
	C29	HUCKABY WAY	100	PROP BDRY	E	WIDCH	0.060	16	18	2	1	0	7	0	G	2016	
	C29	HUCKABY WAY	200	WIDCH	NE	ZELIGMAN ST	0.180	16	24	2	1	0	7	0	G	2016	
	C3	CASCADILLA ST	100	BGN	NE	TEOCALLI RD	0.290	1	24	2	1	0	7	0	G	2016	2002
	C3	CASCADILLA ST	200	TEOCALLI RD	NE	HAVERLY ST	0.230	1	24	2	1	0	7	0	G	2016	2002
	C3	CASCADILLA ST	300	HAVERLY ST	N	GOREN ST	0.410	16	24	2	1	0	7	0	G	2016	2002
	C3	CASCADILLA ST	400	GOREN ST	NW	HUCKABY WY	0.070	16	24	2	1	0	7	0	G	2016	2005
	C31	RULAND PLACE	100	CR 740	NW	CDS	0.040	16	22	2	1	0	7	0	G	2016	
	C32	LUISA LN	100	BLACKSTOCK DR	E	CDS	0.090	1	20	2	1	0	7	0	G	2016	2005
	C33	WATERS CT	100	BLACKSTOCK DR	NW	BRYANT AVE	0.090	16	24	2	1	0	7	0	G	2016	
	C34	STEPHENSON PL	125	ESCALANTE PL	NW	CDS	0.060	16	22	2	2	0	7	0	G	2005	2005
	C4	PACKER WY	100	TEOCALLI RD	NE	CASCADILLA ST	0.170	1	24	2	1	0	7	0	G	2016	2002
	C5	GILLASPEY AV	100	ELCHO AV	NE	HAVERLY ST	0.370	1	24	2	1	0	7	0	G		2002
	C6	HAVERLY ST	100	TEOCALLI RD	E	CASCADILLA	0.350	1	24	2	1	0	7	0	F	2016	2002
	C6	C6	200	CASCADILLA	E	SRFCH	0.100	1	24	2	1	0	7	0	G	2016	2016
	C6	C6	300	SRFCH	SE	ELCHO AVENUE	0.160	16	24	2	1	0	7	0	G	2016	2016
	C7	ENDER PL	100	CASCADILLA ST	W	CDS	0.110	1	24	2	1	0	7	0	G	2016	2002
	C8	KUBLER ST	100	CASCADILLA ST	W	ESCALANTE ST	0.390	16	24	2	1	0	7	0	G	2016	2002
	C9	KUBLER CT	100	KUBLER ST	N	CDS	0.050	16	24	2	1	0	7	0	G	2016	2002
*	L1	L1	100	POSTED GATE	NW	STR	0.580	14	12	1	8	0	7	0	F	1978	
*	L1	L1	300	STR	NW	SH 135	0.110	14	12	1	8	0	7	0	F	1978	
*	L2	L2	100	L1	N	POSTED GATE	0.390	15	12	1	8	0	7	0	F	1978	
*	L3	L3	100	SH 135	E	POSTED GATE	0.170	14	12	1	8	0	7	0	F	1978	
*	MYSTERY LN	MYSTERY LN	100	SH 135	E	SRFCH	0.180	1	14	1	8	0	7	0	F	1986	
*	MYSTERY LN	MYSTERY LN	200	SRFCH	N	END	0.210	16	14	1	8	0	7	0	F	1986	
	S1	SOMERSET KING AVENUE	100	SH 133	SE	S3	0.220	1	20	2	1	0	7	0	P	2019	
	S2	SOMERSET RIVER ROAD	100	BARR	NW	S1	0.110	1	20	2	1	0	7	0	P	2019	
	S3	SOMERSET PIKE AVENUE	100	S4	NW	SH 133	0.080	1	20	2	1	0	7	0	P	2019	
	S4	SOMERSET 4TH STREET	100	BARR	NE	SH 133	0.050	1	20	2	1	0	7	0	P	2019	

	Route	Route Name	Seg ID	From Feature	Dir	To Feature	Len	Surface	Width	Ln Qty	AdminCl	Jur Split	FunCl	Overlay Thick	Cond	InspYr	ProjYr
	S4	S4	200	SH 133	NE	RRX	0.020	1	20	2	1	0	7	0	P	1978	
	S4	S4	300	RRX	NE	RRX	0.150	1	20	2	1	0	7	0	F	1993	
	S4	S4	400	RRX	NW	SRFCH	0.060	1	20	2	1	0	7	0	F	1993	
	S4	S4	500	SRFCH	NW	END	0.140	16	16	2	1	0	7	0	F	1993	
	S5	SOMERSET KING AVE 8TH STR	100	S4	SE	SH 133	0.100	1	20	2	1	0	7	0	P	2019	
*	S6	S6	100	SH 133	SE	BARR	0.110	1	20	2	8	0	7	0	F	1986	
*	S7	S7	100	S4	NE	SRFCH	0.830	16	16	2	8	0	7	0	F	1978	
*	S7	S7	200	SRFCH	NE	END	0.050	14	12	1	8	0	7	0	F	1978	
	S8	9TH STR ALLEY 10TH STREET	100	HW133	NE	HW 133	0.060	1	14	1	2	0	7	0	F	2020	2020

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Approval; Colorad

Action Requested: Other Grant Submission Approval

Parties to the Agreement: Colorado Department of Early Childhood

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

Summary:

HHS would like to apply for the Family Support grant from CO Dept of Early Childhood for family support services. Includes Family Strengthening program, tracking, and case management.

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 2/1/2023

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/1/2023

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

Agenda Date: 2/7/2023

Revised April 2015

Identify how your organization meets the statutory definition of "family resource center" per CRS 26-18-101 (Attachment C)

Gunnison County Health and Human Services serves as a single point of entry for providing comprehensive, intensive, integrated, and collaborative state and community-based services to vulnerable families, individuals, children, and youth. Gunnison County HHS provides a variety of services to children and families in Gunnison and Hinsdale Counties including rent assistance, low income energy assistance, universal preschool support, Colorado Child Care Assistance Program, support with applying for Medicaid and CHP+, a diaper program, Family support and Parent Education programs including Love and Logic, Nurse Family Partnership, Women, Infant and Children and many other State and community based family support services.

Summarize how your organization will adhere to the program requirements outlined above, referencing Attachments C-G

Our organization will complete all training requirements within the first 6 months of the beginning of the funding period. GHECC and MRS staff will regularly attend community of practice meetings to strengthen our skills and expand our peer network. Staff will continue to pursue professional development opportunities offered by FRCA and other relevant PD opportunities. Regular data tracking and reporting will be prioritized by all staff.

Please outline your plan to complete all training requirements in order to deliver services as outlined by the FSS program materials and Statement of Work (Attachment A)

Our organization plans to have 4-5 staff members complete all of the training requirements outlined in the Statement of Work. By setting aside time for staff to attend all virtual trainings in order to have trainings complete within 6 months of program implementation. Likely, 3 staff members will complete the trainings in the first month after funding is awarded followed by the remaining staff members.

Other Criteria

Provide a brief introduction to your organization, including:

History

The Gunnison-Hinsdale Early Childhood Council (GHECC) was brought to our community in July of 2007 by Gunnison County's Department of Health and Human Services Department (DHHS) in order to improve local early childhood services and educational opportunities for children in these counties. The GHECC works in conjunction with Early Childhood Councils across Colorado to address the goals of HB 07-1062 which expresses a statewide need for increasing and sustaining the quality, accessibility, capacity, and affordability of services for children and their parents to help parents raise their children to be successful at school, at work, and in the community. After receiving grant funding from the Colorado Department of Education (CDE) in 2008, our council began working to create a comprehensive early childhood system.

Gunnison County Health and Human Services (HHS) created a Multicultural Resource Services (MRS) position in 2001. Since then HHS has been focused on developing and expanding bilingual navigation services, as well as navigation services for low-income and under-insured. MRS staff meets and checks in on clients on a regular basis as they help them to navigate through the healthcare, education, prevention, and intervention services available in our community and neighboring communities.

Mission & Vision

The mission of the Gunnison County Department of Health and Human Services (DHHS) is to provide culturally-competent advocacy, prevention, protection and support services to families of Gunnison and Hinsdale counties so they can prosper and thrive in a healthy and supportive community.

Organizational structure, and current capacity

The Gunnison HInsdale Early Childhood Council and Multicultural Resource Services are part of Gunnison County HHS and housed under Gunnison County which is governed by the Gunnison County Board of County Commissioners. Currently, the GHECC employs 4 staff members and the MRS employs 3 bilingual staff members.

Target Population.

Please describe the target population to be served

All families in need of services in Gunnison and Hinsdale Counties are able to access services through Gunnison County HHS. There will be a specific focus on immigrant and Spanish speaking families.

Explain the rationale behind selecting the population

Due to language barriers and a lack of understanding of how to navigate complex systems in the United States many of our immigrant families experience less access to essential resources.Our department strongly believes that it is important that we provide comprehensive navigation services to these families to insure that they are able to easily access the resources they need in our community in order to thrive.

Provide a description of the geographic area to be served

Gunnison and Hinsdale Counties are located in south central & southwest Colorado. Gunnison County has a population of 17,462 and Hinsdale County has a population of 781. Approximately one half of Gunnison county residents are between the ages of 0 and 35 (Gunnison Valley Health, 2019). The median household income in Gunnison County is $54, 979 in Hinsdale County the median household income is $45,714 compared to the state, which is $77, 127.

Gunnison and Hinsdale County residents make $22,148 - $31,418 less per year on average, making the rural community residents vulnerable to financial insecurities. In addition, Gunnison County is growing rapidly. (Census.gov) From 2010 to 2018, the overall population of the county has grown 12.5%, further increasing the demand on the existing limited resources of this rural community. Gunnison County Census data reports 87.1% of residents identifying White alone, 2.6% identifying as American Indian/Native Alaskans, and 1.9% identifying as 2 or more races. This City of Gunnison's rate of growth in Hispanic population is in line with diversity growth across the rural United States (Census.gov). Hinsdale County Census data reports 93.9% of residents identifying White alone, 1.3% identifying as American Indian/Native Alaskans, and 2.7% identifying as 2 or more races and 6.1% identifying as Hispanic or Latino.

Describe how your organization intends to reach those in the community with less access to resources

Gunnison County HHS enjoys strong partnerships with all of the family serving agencies in Gunnison and Hinsdale Counties. Our department has been successful in working collectively with community partners to serve families. Working closely with the school district, local early childhood care and education providers, Women Infant and Children Program, Nurse Family Partnership, the local library, Mothers of Preschoolers (MOPS), Lighthouse Pregnancy Center, Gunnison Valley Health's OB Department and Pediatric Therapy Center, ChildFind, and Early Intervention Services. Through continued communication and collaboration with these organizations we expect to reach many families with less access to resources. Outreach through flyers placed at community hubs such as the local rec center, grocery stores, banks, etc., social media posts, newspaper ads, and email blasts will also be done in an attempt to reach as many families as possible.

Describes your organization's commitment to accessible and inclusive services

Our department is committed to ensuring that every single client feels respected, represented, supported and comfortable in their interactions with our staff.

Our department strives to provide culturally competent and responsive services, fostering an inclusive culture that is accepting and supportive of others allowing them to feel at home in their interactions with our departments. Some of our bilingual staff members also immigrated to our community and can understand many of the service navigation challenges that immigrant families in our community face once they move to the area.

Indicate key needs in the community, including relevant data to support services offered, and community partnerships that help address said needs

This proposal will assist in continuing to convene multi-agency partners and to provide family support services that increase parent and youth advocacy skills. Many of our partners have identified inequities in serving our Spanish speaking population. Language is our largest barrier in delivering services. Gunnison County lacks diverse professionals that speak Spanish, or are bilingual, and it is essential to have interpreters and translators to provide the same family-centered services to all of our community members. This inequity is identified not only in our direct service to families, but also in communication and promotion of services that families can

access and trust. The MRS office and its coordinator have an impactful role in helping to move towards cultural understanding and health equity.

A shared goal across Gunnison County family serving organizations is to increase early intervention referrals and increase protective factors for youth and families. Our goal is to work upstream. Establishing relationships with families early on and building on their natural support in the community is a protective factor. This proposal will build upon the strong collaboration that already exists in Gunnison and Hinsdale Counties and will increase protective factors for youth and families to increase wellbeing, foster a community of trust and increase access to family-centered services.

According to the Gunnison County Behavioral Health Needs Assessment (BHNA) conducted by Gunnison County Juvenile Services in 2021 “a significant segment of the county’s population does not have the resources to afford basic needs and that they remain at this standard of living. When individuals cannot afford adequate housing, nutrition, or health care, they will suffer stress and their behavioral health will decline.” The study went on to estimate that 30 to 45 percent of the county’s population are living below the Self-Sufficiency Standard. The assessment also found that Gunnison County has faced a shortage of affordable housing dating back to at least 1992. Gunnison residents and more specifically the immigrant population in Gunnison County is disproportionately living in older housing units and mobile homes with the majority having been built before 1980.

The BHNA indicates a need for increased access to navigation and mental health services by embedding navigators and services where community members already access services. Sites that have been identified with current interaction with the community include: Gunnison County Health and Human Services, Juvenile Services, and RE1-J Gunnison Watershed School District. These sites are already providing connection with individuals and navigation of services to community members. Providing culturally and linguistically diverse navigators and bolstering access to community resources could ease the burden on community members to receive the support needed.

Health and Human Services currently has heath navigation services, but could benefit the community by expanding those services. The MRS team has been serving close to 200 people per year who are Spanish speaking. Additionally, while HHS has care coordinator services for people on Medicaid, there is a lack of staff capacity for people who are under-insured who do not have Medicaid. This low-income population also has a need for navigation services, but often there is not enough staff capacity to help.

The School District had 44 recent immigrants, “Newcomers”, for the current school year and is currently registering another 5 this week. Of those 44, 15 are considered "Impacted Newcomers”. These are those students who are struggling and are falling behind their Newcomer Peer group. These are kids who have suffered trauma, have little formal education in their home language, or who are in difficult living situations here in the US. Many of these students are not here with parents, or any close family members at all.

Additionally the Teaching and Learning Conditions Colorado Survey (TLCC) shows Gunnison Elementary School (GES) and Gunnison High School (GHS) are having a harder time than other school localities in meeting the diverse academic needs of students. According to US Census statistics, the community of Gunnison has a more culturally and ethnically diverse population than other areas in the County and the Social Emotional Learning (SEL) teams reported higher prevalence of students with additional support needs in Gunnison; however, diverse needs are prevalent across the entire district. There is a deficiency in meeting the needs of English language learners (ELLs) at the Lake School. ELL support is one component of meeting the diverse academic needs of students within the school. Gunnison schools have a higher population of ELLs, and that presents an array of challenges. Fifteen percent of students at the high school level and 17.2 percent of students at the middle school level identify as Hispanic (according to the Healthy Kids Colorado Survey). The Lake School adult SEL team also mentioned, "More second language support is needed. We're missing a lot of kids, and things are harder when kids are ELL." Social Emotional Needs and Gap Analysis, 2020-2021 Gunnison Watershed School District

Describe your outreach and engagement strategies

1. FSS.

a. Describe your approach for meeting the FSS program goals and outcomes.

The GHECC and MRS teams work with families to support them in meeting immediate needs. Regularly connecting families with early childhood care and education programs, food assistance programs, WIC, NFP, health insurance, healthcare providers, dental providers, early intervention services, high fidelity wraparound services, and many other programs that are supportive of families in our community. At this time each team does not follow a formal framework to support these families. Families are often told to connect with our office for resources, our team supports the family in connecting with those resources, and then we often don't hear from the family again unless another need arises. We would like to shift this dynamic with a formal family assessment and data tracking system as well as training around the strengthening families framework. We want to do what is best for the families in our community and are looking forward to utilizing proven tools that will allow our organization to better serve families.

b. Describe your organization's experience including:

i. How long you have been offering comprehensive, family-driven case management services and goal setting.

The GHECC and MRS do not currently offer comprehensive, family-driven case management services and goal setting in a formal manner. Currently clients come into the HHS office with an issue and the team works to support families in accessing whatever service or support they are in need of at the time. There is no formal goal setting being done with families. That being said, all of our staff are eager to do more for these families and have expressed the need for an assessment and database for tracking what families are asking for, and a format to support families that looks at all of the family's needs rather than the immediate issue that they are dealing with. Our staff understands that clients' needs go far beyond support for a heating bill or rent assistance and we are looking for ways and models to follow that will allow our organization to better serve those that we work with each day.

ii. How capacity will be bolstered with additional funding.

With additional funding our organization believes we can better serve our clients by providing more comprehensive support. As previously mentioned the MRS and GHECC teams do not share a formal data tracking system or goal setting framework when working with families. One example that we would like to share is an instance where we met with a Spanish Speaking immigrant family who came into the HHS office requesting help paying for her energy bill, she was then directed to apply for LEAP. The client did not mention any other hardship that her family was experiencing at the time. MRS staff later came to find out that her son had recently had his appendix removed and had been in the hospital for weeks and needed more assistance. Had our staff been utilizing a formal family assessment when working with this client we could have done more to support them at the initial contact.

Our team understands the importance of ensuring that we are looking at the bigger picture when working with families rather than focusing on one need. Having a framework to build off of to make sure that clients are looking at the entire family unit and needs in a more holistic manner would allow our team to better serve families.

The data tracking and assessment resource that this funding would allow our organization to utilize would allow staff to more effectively serve families. Ensuring comprehensive service delivery and guaranteed check-ins and follow-ups with the client to make sure that their needs continue to be met and that they are moving towards their goals that they set with our team.

iii. If Respondent has less than 3 years of experience offering comprehensive case management:

1. include resumes of key organizational/program leadership
2. one letter of support from a community-based agency within the target geographic area.

c. Describe experience partnering with state intermediary organizations and adhering to program implementation standards.

The GHECC has extensive experience partnering with state intermediary organizations through our work with the Colorado Department of Early Childhood formally Colorado Office of Early Childhood. The Council has held grant contracts with the OEC since 2008. In our partnership that Council has continued to adhere to program implementation standards.

2. Data & Reporting. Please describe your experience with:

Currently GHECC and MRS staff do not have any experience utilizing data management systems as it relates to family support services.

The GHECC gathers quantitative and qualitative data on a regular basis throughout the year. This is done through parent and early childhood workforce surveys, focus groups, world cafes, and accessing various data platforms included Census data, the kids count data center, and a

recent community wide behavioral health needs assessment. All of the information we gather throughout the year allows our organization to offer supports to our early childhood community that truly make a difference. The Council regularly shares data with our local health system, local leadership, Gunnison County Juvenile Services, FAST, and other Council partners whenever data is requested.

a. Data management systems related to the following:
At this time the GHECC and MRS office do not utilize a data management system

i. Number of families served

ii. Demographic information on families served

iii. Baseline, follow-up, and post CFSA 2.0 assessments

iv. Description of goals and progress toward goal attainment

b. Annual reporting

The GHECC and MRS are funded by various grants and regularly submit quarterly and annual reports throughout the year to each of our grantees.

3. Outline how your organization approaches evaluation and continuous quality improvement

The GHECC regularly releases a Council evaluation to Council members in order to gather feedback on the work the Council is doing and areas where we could improve. The Council also releases parent and early childhood educator surveys to gauge effectiveness of Council efforts and to inform our work moving forward.

a. Describe past or present successes in meeting program goals and outcomes.

b. Describe any continuous quality improvement processes

c. Demonstrate capacity to comply with documentation requirements, data collection and entry, and reporting

4. Address organizational experience in meeting funder requirements including contractual and financial obligations

5. Please describe how your organization will successfully complete the Key Activities found the Statement of Work (Attachment A), which will serve as the annual work plan

COLORADO
Department of Early Childhood

Colorado Department of Early Childhood (CDEC)

Budget Template Instructions

General Instructions:

The Budget Template - Should be used to explain how an agency plans to use CDEC funds consistent with the proposed Work Plan. The Budget Template includes one worksheet for Instructions, and one worksheet for the Budget Template. Budget item requests and their associated deliverables need to be in alignment. The budget must provide a consistent, logical picture of what is to be accomplished, by whom, and how the costs are justified with the project. In the event that this alignment does not occur, applicants may be contacted with requests for clarifications and/or modifications. Additional information regarding Direct and Indirect Costs and unallowable costs can be found in 2 CFR Part 200 and the Electronic Code of Federal Regulations (e-CFR).

The budget categories in the template are provided and are not subject to change unless prior approval is obtained from the CDEC/CDEC contracts unit. Contractors are not required to address each budget category. If the category is not applicable to the contract budget enter the following sentence "There are no costs to be reimbursed in this category"
The information contained in each expenditure category helps CDEC understand the budget. Please provide narrative for each category in the "Description of Work" or the "Description of Item" section.

All costs requested by the Contractor in the narrative areas of the proposal must be reflected in the budget. "Costs to be determined" shall be considered non-responsive and consequently the Contractor budget will be deemed incomplete and will delay the contract finalized date.

The form is an Excel worksheet that includes instructions in various cells that can be viewed by hovering the computer mouse over the cells. The instructions below give additional guidance.

Contact Information

Complete the top portion of the form by providing Agency Name, Budget Period, Project Name, and Contact Information for both Program and Fiscal contacts.

Agency Name: Enter agency's name
Budget Period: Enter budget/ project period dates
Project Name: Enter the project name

Program Contact Name, Title, Phone and Email
Enter agency's program contact information here
Fiscal Contact Name, Title, Phone and Email
Enter agency's program contact information here

Personnel Services (Salaried Employees and Hourly Employees)

It is CDEC's expectation that agency employees included in this section will complete all of the work related to the project/contract.

Column A: Position Title

Example 1: Project Coordinator (salaried)
Example 2: Project Administrator (hourly)

Column B: Description of Work

Use the "*Description of Work*" column of the budget template to address the role and expected contribution of budgeted personnel. The time commitment of each individual should be justified as a reasonable estimate for the work to be performed. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, pension, etc.) must be included. For hourly employees, please include hourly rate, hourly fringe and the number of hours budgeted.

Columns D-F (salaried employees): Gross or Annual Salary / Fringe / Percent of Time on Project

Enter the Gross or Annual salary, Fringe, and the Percent of Time Spent on Project for each employee that will work on the project.
For example: A full-time salaried employee is paid $60,000 a year; their fringe benefits rate is 22%; they plan to spend approximately 100% of their time on the project. Their total contribution to the Work Plan is calculated as follows:

$	60,000	*Gross Annual Salary
	22%	Fringe %
$	13,200	*Fringe ($60,000 x 22%)
$	73,200	Annual Salary + Fringe ($60,000 + $13,200)
	100%	*Percent of Time on Project
$	73,200	Amount Requesting from CDEC (automatically calculates)

*Enter into the Budget Template

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each employee working on the project.

Total Personnel Services (including fringe benefits)

This row should show the totals for each column and reflect the total amount of Personnel Services costs the agency is requesting from CDEC.

Contractors/Consultants (payments to third parties or entities)

This category should describe costs for subcontractors (persons not employed by the agency) needed to complete work on the Work Plan. This includes consulting and personal services subcontracts. The Description of Item should specify the need for the subcontractor, the selection process, the work to be performed, how costs were calculated and the expected deliverables. CDEC may request copies of contractual and grant agreements or MOU/MOA's during the contract period. Subcontractors may not be pre-paid for services. All Subcontractor contracts must follow a cost reimbursement structure.

Column A: Item

List the name of subcontractor

Example 1: ABC Training, Inc.

Column B: Description of Item

Example 1: Project Towards No Drug Abuse Trainer

A contractor will be hired to conduct Project Towards No Drug Abuse training for 2 days with up to 15 participants from 3 area high schools. The contractor will be responsible for development and facilitation of training. A Request for Proposal will be developed to elicit contractors. Applications will be scored and selected based on reasonableness of cost and ability to meet stated criteria. The program staff members do not have the necessary skills to carry out the proposed work required as training skills are very specialized. Hiring a contractor is more feasible and cost effective than hiring a full-time employee for the first project year.

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each subcontractor.

Total Contractors/Consultants

This row should reflect the total amount of Contractors/Consultants costs the agency is requesting from CDEC.

Travel

This expenditure category should include all in-state and out-of-state travel expenses. Conferences, training and out-of-state travel must be budgeted and pre-approved by the CDEC program manager and directly enhance or contribute to the Contractors ability to perform the contracted scope of work. Please separate travel costs into categories such as lodging, meals, mileage, and airfare, and indicate how they support the Work Plan. Use the Description of Item column to describe the necessity and reasonableness of all estimated travel costs. Indicate which project personnel will be traveling and describe their anticipated contributions to the Work Plan. Detail how cost estimates for airfare, mileage, ground transportation, and lodging were determined. Include any mandatory meetings. CDEC may require submission of an agency's travel policy during the contract period. All travel must be in compliance with the agency's travel plan or the state travel fiscal rules and rates, which are updated frequently and may be found: https://www.colorado.gov/pacific/osc/travel-fiscal-rule.

Column A: Item

List the item in this column: i.e., mileage, lodging, meals, airfare

Column B: Description of Item

This section should describe the necessity and reasonableness of all estimated travel costs. Indicate the project personnel who will be traveling and describe their anticipated contributions to the work plan. Detail how cost estimates were determined.

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each travel line.

Total Travel Expenses

This row should total Travel Expenses the agency is requesting from CDEC.

Supplies & Operating Expenses

Supplies and operating expenses may include, but are not limited to, postage, office supplies, paid media, educational materials, and copying.

Column A: Item

This column should list the item to be used in support of the Work Plan. Noted below are a two examples from the example in Attachment A - Work Plan

Example 1: Training Materials - TND materials for 225 youth for 3 schools
Example 2: Telephone lines/long distance and Internet services

Column B: Description of Item

This is a description of the item(s) listed in Item Column. Use the Item Description Column to describe the rationale for the costs budgeted (how it will be used to advance the Work Plan) and how cost estimates are calculated.
Example 1: Includes work book and other necessary supplies. Work book = $15/student ($15x225=$3,375)and teacher supplies (paper, markers, flip chart, etc…) $20/9 sessions ($20x9=$180)

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each supply item.

Total Supplies & Operating Expenses

This row should total the Supplies & Operating Expenses the agency is requesting from CDEC.

Modified Total Direct Costs (MTDC)

This row should total the amount of all Modified Total Direct Costs the agency is requesting from CDEC.

Please Note: Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

Indirect Costs
Indirect costs will be paid according to the Electronic Code of Federal Regulations provision. Any non-federal entity (including a non-profit organization) shall use either the de minimis rate of 10% of modified total direct costs (MTDC) or an approved and negotiated indirect cost rate (federal or state approved rate.) Agency must supply a copy of the federal or state negotiated indirect rate. ***Column A: Item*** Please reflect one of the Indirect Cost options for this section. Indirect Costs may be requested (1) using the agency's Federally Negotiated Indirect Cost Rate or (2) agency's State Negotiated Indirect Cost Rate or (3) 10%, de minimis rate unless your agency has previously negotiated a rate with the State of Colorado. ***Column B: Description of Item (description is not necessary for the negotiated rate agreement)*** Example: Using indirect cost rate that applies 10% of Modified Total Direct Costs.
TOTAL
This row should be the TOTAL of all expenses, including Indirect Costs that the agency is requesting from CDEC for the project.

COLORADO
Department of Early Childhood

Colorado Department of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County
Budget Period	July 1, 2023 - June 30, 2024
Project Name	Family Support Services

Program Contact Name, Title	Margaret Wacker
Phone	970-641-7913
Email	mwacker@gunnisoncounty.org
Fiscal Contact Name, Title	Jody Wise
Phone	970.641.7679
Email	jwise@gunnisoncounty.org

PLEASE READ INSTRUCTIONS INCLUDED IN TAB A OF THIS SPREADSHEET PRIOR TO COMPLETING TAB B TEMPLATE

Expenditure Categories

Personnel Services - Salaried Employees					**SFY 2024**
Position Title	**Description of Work and Fringe Benefits Include: SSEC, MCARE, Dental, Vision, and Health Insurance and Retirement**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total Amount Requested from CDEC**
MRS Coordinator - Yazmin		$52,546	$17,888	15%	$10,565
MRS Navigator - Mayte		$54,516	$6,780	20%	$12,259
MRS Navigator - Rosa		$52,546	$6,780	15%	$8,899
GHECC Early Childhood Services Navigator - Kym		$45,178	$12,584	15%	$8,664
					$0
					$0
					$0
					$0
					$0
Total Personnel Services (including fringe benefits)					**$40,387**

Contractors/Consultants (payments to third parties or entities)		**SFY 2024**
Name	**Description of Item**	**Total Amount Requested from CDEC**
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
Total Contractors/Consultants		**$0**

Travel		**SFY 2024**
Item	**Description of Item**	**Total Amount Requested from CDEC**
Travel for trainings or professional development		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0

		$0
		$0
		$0
	Total Travel	**$0**

Supplies & Operating Expenses		SFY 2024
Item	**Description of Item**	**Total Amount Requested from CDEC**
Computer Cost/IT Charge	50% of 1 laptop @$3,000/year = $1,000	$1,500
Advertising/Education	Print media and social media, outreach materials, thank yous	$350
Office Supplies	Paper, pens, markers	$50
		$0
		$0
		$0
		$0
		$0
		$0
		$0
	Total Supplies & Operating Expenses	**$1,900**

Training and Technical Assistance		SFY 2024
Item	**Description of Item**	**Total Amount Requested from CDEC**
CFSA 2.0 Training Registration Fees	Training for up to 5 individuals on the CFSA tool	$900
Family Strengthening and Support Training Registration Fees	Training for up to 5 individuals on the Standards of Quality for Family Strengthening and Support Training	$500
Strengthening Families Framework Training - Registration Fees	Training for up to 5 individuals on the Strengthening Families Framework	$500
CFSA Database		$1,000
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
	Total Training and Technical Assistance	**$2,900**

Items that cannot be included in Modified Total Direct Costs (MTDC)		SFY 2024
Item	**Description of Item**	**Total Amount Requested from CDEC**
Charges for Patient Care		$0
Rental Costs	*General rental costs for the program's operation location (does not include meeting room fees)*	$0
Tuition remission		$0
Scholarships and Fellowships	*This includes scholarships, fellowships, stipends only if we are paying for education for non-employees*	$0
Participant Support Costs	*Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects. (Example: incentives, child care, gift cards, etc.)*	$0
Subawards in excess of $25,000	*If contractor is over $25,000, it is listed here instead of under the Contractor section*	$0
Capital Expenditures	*Does not include depreciation or repairs and maintenance.*	$0
Equipment	*Equipment costs where items are over $5,000 each*	$0
		$0
		$0
	Total Items that cannot be included in MTDC	**$0**
	TOTAL DIRECT COSTS	**$45,187**

MODIFIED TOTAL DIRECT COSTS (MTDC) 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.	**$45,187**

Indirect Costs **[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]**		**SFY 2024**
Item	**Description of Item**	**Total Amount Requested from CDEC**
Negotiated Federal Indirect cost rate	N/A	
State Federal Indirect cost rate	N/A	
10% de minimis Indirect rate:		$4,519
	Total Indirect	**$4,519**
	TOTAL	**$49,706**

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for CDHS Behavioral Health Administration

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Behavioral health Administration/Gunnison County Sheriff's Office

Term Begins: July 1, 2022 **Term Ends:** **Grant Contract #:**

Summary:

Addendum to meet new statutorily mandated requirements to provide Medication Assisted Treatment within the Jail facility.

Fiscal Impact:

Submitted by: Adam Murdie **Submitter's Email Address:** amurdie@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 2/2/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/2/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/2/2023

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 2/7/2023

Revised April 2015

CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Behavioral Health Administration	**Original Contract Number** 23 IBEH 174456
Contractor Gunnison County Colorado for the use and benefit of Gunnison County Sheriff's Department	**Amendment Contract Number** 23 IBEH 179375
Current Contract Maximum Amount Initial Term State Fiscal Year 2023 $155,200.00 Extension Terms None Total for All State Fiscal Years $155,200.00	**Contract Performance Beginning Date** July 1, 2022 **Current Contract Expiration Date** June 30, 2023

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR	**STATE OF COLORADO**
Gunnison County Colorado for the use and benefit of Gunnison County Sheriff's Department	Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director
_____ By: Mr. Johnathan Houck, County Commissioner Date: _____	_____ By: Dr. Morgan Medlock, Commissioner, Behavioral Health Administration Date: _____

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 / Toni Williamson

Amendment Effective Date:_____

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 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 substance abuse and mental health treatment in the Gunnison County jail.

The purpose of this amendment is to replace the Exhibit A, Statement of Work, the Exhibit B, Budget and the Exhibit C, Miscellaneous Provisions. Also, add Exhibit E, Supplemental Provisions for Federal Awards and Exhibit F, SLFRF, Subrecipient Provisions Exhibit – CDHS.

5. MODIFICATIONS

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

A. REPLACE Exhibit A, Statement of Work with Exhibit A-1, Statement of Work, attached and incorporated by reference.

B. REPLACE Exhibit B, Budget with Exhibit B-1, Budget, attached and incorporated by reference.

C. REPLACE Exhibit C, Miscellaneous Provisions with Exhibit C-1, Miscellaneous Provisions, attached and incorporated by reference.

D. **ADD** Exhibit E, Supplemental Provisions for Federal Awards, attached and incorporated by reference.

E. **ADD** Exhibit F, SLFRF, Subrecipient Provisions Exhibit – CDHS, attached and incorporated by reference.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

Exhibit A-1 - Statement of Work

Jail Based Behavioral Health Services

Definitions and Acronyms

Definitions and Acronyms. The following list of terms shall be applied to this contract and Statement of Work, based on the services that are provided at each respective jails:

"Behavioral Health Administration" means the facilities that are contracted with BHA to provide inpatient restoration services to individuals.

"**Bridges Program/Court Liaison"** means an individual employed or contracted with the State Court Administrator's Office (SCAO) to implement and administer a program that identifies and dedicates local behavioral health professionals as court liaisons in each judicial district. These individuals are responsible for facilitating communication and collaboration between judicial and behavioral health systems.
https://www.courts.state.co.us/Administration/Unit.cfm?Unit=bridgesThese

"Case Manager" assists in the planning, coordination, monitoring, and evaluation of services for a client with emphasis on quality of care, continuity of services, and cost-effectiveness

"Certified Addiction Specialist" - CAS (Formerly CAC II & III) requires a Bachelor's degree in a Behavioral Health specialty (Psychology, Social Work, Human Services). This does not include Criminal Justice, Sociology or Nursing. These individuals are approved to provide Clinical Supervision and consultation to individuals working towards CAT or CAS. 2,000 clinically supervised hours (1,000 direct clinical hours beyond the Technician). Must pass the NCAC II exam and Jurisprudence exam.

"Certified Addition Technician" - CAT (Formerly CAC I) requires 1000 hours of clinically supervised work hours (does not require DORA registration prior to the 1000 hours). Once these hours are met, the individual is not able to perform duties until the CAT is officially approved), in addition to passing the NCAC I Exam and passing the Jurisprudence Exam.

"Competency Enhancement Program - CEP" means the program funded through SB 19-223 to provide jail-based mental health services to those awaiting an inpatient competency restoration bed.

"Competency Evaluator" is a licensed physician who is a psychiatrist or licensed psychologist, each of whom is trained in forensic competency assessments, or a psychiatrist training and practicing under the supervision of a psychiatrist with expertise in forensic psychiatry, or a

psychologist who is in forensic training and is practicing under the supervision of a licensed psychologist with experience in forensic psychology.

“Court-Ordered Competency Evaluation” means a court-ordered examination of an individual before, during, or after trial, directed to developing information relevant to a determination of the individual’s competency to proceed at a particular stage of the criminal proceedings, that is performed by a Competency Evaluator and includes evaluations concerning restoration to Competency.

“Critical Incidents” means a critical incident is any significant event or condition that must be reported to the Department that is of public concern and/or has jeopardized the health, safety and/or welfare of individuals or staff.

“Forensic Navigator” means social workers working within the CDHS that provide proper care and coordination of pretrial individuals, which involves working with the courts, court liaisons, service providers, and conducting periodic case management evaluations across the 22 judicial districts.

“Forensic Support Team” means a group of individuals working within the CDHS who provide evaluation and competency restoration education services, case management, and assertive community treatment services to individuals awaiting competency restoration services.

“High Risk for Transfer” means an individual who has been ordered to receive inpatient restorative treatment; for whom an evaluator has determined either that the individual appears to have a mental health disorder and as a result of the mental health disorder, appears to be an imminent danger to others or to himself and/or appears to be gravely disabled.

“LAC”, or Licensed Addiction Counselor, is a behavioral health clinician who can provide co-occurring services. Master's degree or higher in Substance Use Disorders/Addiction and/or related counseling subjects (social work, mental health counseling, marriage & family, psychology, medical doctor) from a regionally accredited institution of higher learning. 3,000 clinically supervised hours (2,000 direct clinical hours). Must pass the MAC and jurisprudence exam. Designated providers of Clinical Supervision for all levels of certification and licensure, in the addiction’s profession.

“LCSW”, or Licensed Clinical Social Worker, is a social worker trained in psychotherapy who helps individuals deal with a variety of mental health and daily living problems to improve overall functioning.

“LMFT”, or Licensed Marriage and Family Therapist help couples and family members manage problems within their relationships.

“LPC”, or Licensed Professional Counselor, is a person engaged in the practice of counseling who holds a license as a licensed professional counselor issued under the provisions of the state of Colorado.

“Long Acting Injectable (LAI)” is an injectable medication that allows for the slow release of medicine into the blood. An LAI can last anywhere from 2-12 weeks, which helps to control symptoms of mental illness and / or substance use.

“Low Risk for Transfer” means an individual who has been ordered to receive inpatient restorative treatment services and is assessed to need mental health services but does not need a referral to a BHA designated inpatient facility.

“Moderate Risk for Transfer” means an individual who has been ordered to receive inpatient restorative treatment, for whom an evaluator has determined either that the individual appears to have a mental health disorder or appears to be gravely disabled and does not appear to be an imminent danger to others or to himself at that point in time.

“Memorandum of Understanding” means a type of agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action.

“Program Level of Care Type” means the level of care a person receives while in jail awaiting a bed for inpatient restorative treatment.

“Regional Accountable Entity” is responsible for building networks of providers, monitoring data and coordinating members’ physical and behavioral health care. RAEs replace and consolidate the administrative functions of Regional Care Collaborative Organizations (RCCOs) and Behavioral Health Organizations (BHOs).

“Screening Tools” are brief questionnaires or procedures that examine risk factors, mental health/trauma symptoms, or both to determine whether further, more in-depth assessment is needed on a specific area of concern, such as mental health, trauma, or substance use.

Exhibits

A: Statement of Work - the narrative description of a project's work requirement. It defines project-specific activities, deliverables and timelines for the Contractor providing services.
B: Budget - outline of the projected cost/expenses of the project.
C: Miscellaneous Provisions - general contract provisions and requirements including standard conditions in contracts like payment procedures, audit thresholds, and recommended measures against contract violation.
D: HIPAA Business Associate Agreement /Qualified Service Organization Addendum - terms detailing required compliance with HIPAA and 42 C.F.R. Part 2 privacy regulations.

PART ONE - GENERAL PROVISIONS

Article 1
General Administration

1.1 Participation / Catchments. County Sheriffs may develop programs either individually, or as multiple Sheriff's Departments (otherwise known as a catchment), submitting a combined work plan. If services are provided to a catchment, the fiscal agent county (the county holding this primary Contract with BHA) shall enter into subcontracts with its catchment county Sheriff's Departments. BHA reserves the right to change the fiscal agent as necessary. Subcontracts entered into under this provision shall adhere to the requirements of **Exhibit C**, Miscellaneous Provisions, Section II.

1.2 Program Administrator. The Contractor shall select a JBBS Program Administrator, identify the positions' roles, responsibilities and authority, and develop a management plan that supports the JBBS Program Coordination Group. Any changes to the Program Administrator's' contact information shall be communicated via email to the Behavioral Health Administration within one business day of change to cdhs_jbbs@state.co.us

a. BHA prefers that a staff person from the Sheriff's Department assume the role of Program Administrator. The Program Administrator shall be well versed in the JBBS Program, including contractual requirements. The Program Administrator shall also participate in the JBBS Quarterly Meetings and shall oversee the JBBS Program and its operations. The Sheriff's Department is encouraged to account for this administrative position in their budget.

1.3 JBBS Program Coordination Group. The Contractor shall develop a process for implementing a Program Coordination Group within the facility, to guide and support the JBBS program. The Program Coordination Group shall meet on a regular and continual basis to ensure project implementation and goals are progressing. In addition to monthly check-ins, the JBBS Program Manager(s) will be available to attend periodic Program Coordination Group meetings for technical assistance, contract management, and support based on agency need. BHA reserves the right to record JBBS meetings as necessary. The Program Coordination Group shall:

a. Oversee program implementation.
b. Make training recommendations.
c. Measure the program's progress toward achieving stated goals, using data provided by BHA program manager(s) to guide work.
d. Resolve ongoing challenges to program effectiveness.
e. Inform agency leaders and other policymakers of program costs, developments, and progress.
f. Develop policies and protocols to ensure clinical staff have the resources and support required for service provision.

g. For JBBS Programs serving a catchment of counties, a sheriff's department representative from each county is required to participate in the JBBS Program Coordination Group.
h. Ensure the needs of all the jails in the catchment are being met by the resources and subcontracted service providers.

1.4 Subcontractors. The JBBS Program requires a subcontract, or an MOU be in place for any and all subcontractors. See **Exhibit C**, Miscellaneous Provisions, Section II for requirements regarding the use of subcontractors.

1.5 Audits. As a participant in the JBBS program, participation in regular audits will be required. Clinical and financial documentation shall be made available for onsite or virtual review by the Office of Behavioral Health, in addition the location(s) where treatment services are being provided.

1.6 The Contractor may serve individuals who are awaiting Medicaid approval or other funds to pay for initial treatment services.

1.6 The Contractor shall provide services in a manner that respects and protects individual rights. This requirement includes providing the subcontractor with the required space to offer individual and group treatment services described in this Contract.

1.7 Recovery Support Services. SAMHSA (Substance Abuse and Mental Health Services Administration) encourages those involved in substance abuse and / or mental health treatment, to address their emotional, spiritual, intellectual, physical, environmental, financial, occupational, and social needs. JBBS programs may provide recovery support services for wraparound resources including, but not limited to, clothes, transportation, food, emergency housing/motel vouchers, or basic hygiene purchases that will assist in stabilizing the individual in the community.

1.8 The Contractor shall maintain support relationships with all points in the criminal justice system, i.e., probation, parole, diversion, Department of Corrections, etc. to ensure continuity of care.

1.9 Cultural Competency. The Contractor shall provide culturally competent and appropriate services, per National Standards for Culturally and Linguistically Appropriate Services (CLAS Standards), available at https://thinkculturalhealth.hhs.gov/clas/standards

1.10 The Contractor shall make reasonable accommodations to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.

1.11 Medication Consistency (C.R.S. 27-70-103)

a. For the sole purpose of ensuring medication consistency for persons with mental health disorders involved in the criminal justice system, for individuals participating in the JBBS

program, Contractor shall share patient-specific mental health and treatment information with all subcontractors, clinicians, and providers involved in the individual's plan of care.

b. All such information sharing must comply with confidentiality requirements, including any necessary memorandums of understanding between providers, set for in the federal "Health Insurance Portability and Accountability Act of 1996", 45 CFR Parts 2, 160, 162, and 164.

c. Contractor is encouraged, though not required, to participate in the Minnesota Multistate Contracting Alliance for Pharmacy Cooperative Purchasing Agreement to purchase medication and to utilize the Medication Consistency formulary developed by CDHS and HCPF.

d. If Contractor does not utilize the Medication Consistency formulary developed by CDHS and HCPF, Contractor shall provide a copy of the medication formulary available at Contractor's jail. A copy of the CDHS and HCPF formulary is available on the CDHS Website.

e. Contractor shall not bill inmates for appointments or medications otherwise covered by JBBS. See **Exhibit B**, Budget and Rate Schedule for a list of covered meds

Article 2
Confidentiality and HIPAA / 42 CFR Part Two

2.1 HIPAA Business Associate Addendum / Qualified Service Organization Addendum. The Contractor shall agree to comply with the terms of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, **Exhibit D** of this Contract.

2.2 Third Parties and Business Associate Addendum / Qualified Service Organization Addendum.

a. The Contractor shall require that any third parties, including subcontractors or other partner agencies, that it involves for work to be done pursuant to this Contract agree to the most recent CDHS version of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, found in **Exhibit D** of this Contract.

b. A HIPAA Business Associate Addendum / Qualified Service Organization Addendum is required between subcontracted treatment provider agencies for any program that has more than one treatment subcontractor agency rendering services in the jail in order to share assessments and screenings between subcontracted treatment provider agencies.

2.3 Additional Measures. The Contractor shall agree to the following additional privacy measures:

a. Safeguards. The Contractor shall take appropriate administrative, technical and physical safeguards to protect the data from any unauthorized use or disclosure not provided for in this agreement.

b. Confidentiality. The Contractor shall protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. The Contractor shall ensure that individual level identifiable data or

Protected Health Information (PHI) shall not be reported or made public. The Contractor shall ensure that all persons (e.g., interns, subcontractors, staff, and consultants) who have access to confidential information sign a confidentiality agreement.

Article 3
Financial Provisions

3.1 Cost Reimbursement / Allowable Expenses. This contract is paid by cost reimbursement. See **Exhibit B**, Budget and Rate Schedule, for a list of reimbursable expenses. The Rate Schedule is non-exhaustive; other items expensed to this Contract must be reasonable toward completion of the contract terms, are reviewable by BHA, and shall not exceed any detail in the budget in this regard.

3.2 Staff Time Tracking and Invoicing. The Contractor shall ensure expenses and staff are tracked and invoiced separately for each program or funding stream. Any other funding sources or in-kind contributions supporting the JBBS Program shall be disclosed in the invoice submission. Invoices will be submitted to cdhs_BHApayment@state.co.us by the 20th of the following month.

3.3 General Accounting Encumbrances (GAE). Some Parts under this Statement of Work may utilize general accounting encumbrances. Detailed information regarding the general accounting encumbrances can be found in those Parts.

3.4 Procurement Card. BHA recommends, although does not require, counties to consider the use of a procurement card to be used for expenses related to the JBBS program. Contractor shall follow its county's internal guidance and policies for use of procurement cards.

3.5 Proportional Reduction of Funds. The Behavioral Health Administration has the unilateral authority to proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 40% of the contract budgeted amount by November 30th, the Office of Behavioral Health may proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 65% of the contract budgeted amount by February 28th, the Behavioral Health Administration may again proportionately reduce the contract budget amount to match current spending rates.

3.6 Fiscal Agent County Responsibilities. Where a county is acting as a fiscal agent for other counties, the fiscal agent county shall pay invoices received by the catchment counties within 45 days of receipt.

3.7 Other Financial Provisions, including invoicing instructions can be found in **Exhibit C**, Miscellaneous Provisions.

PART TWO - SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES

Article 1
Purpose and Target Population

1.1 Purpose. As used in this Statement of Work exhibit, the State and the Contractor together are referred to as the "Parties". The Parties understand and agree that the goal of the Jail Based Behavioral Health Services (JBBS) Program is to support county Sheriff's in providing screening, assessment and treatment for offenders with substance use disorders (SUD) and co-occurring substance use and mental health disorders, as well as transition case management services. Through funds authorized by the Colorado General Assembly (SB 12-163), the Behavioral Health Administration (BHA) intends to continue funding the Jail Based Behavioral Health Services Programs as set forth in this Contract.

1.2 Target Population. Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW, CAS), who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

Article 2
Activities and Services

2.1. Licensed Substance Use Disorder Treatment Requirements.

a. Eligible individuals must have a substance use disorder and/or a co-occurring mental health disorder (determined by SUD and MH screening) to be eligible to receive services under the JBBS program.

b. Individual treatment providers must hold a Substance Use Disorder Provider license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).

c. Contractor shall implement policies and procedures on how subcontracted treatment provider(s) will manage and maintain clinical records for the individuals served at the outpatient community location. The providers must follow the same protocols and policies for record management for services offered in the jail.

d. Contractor shall provide appropriate screening(s), assessment(a), brief intervention and linkage to care in the community, based on an individualized treatment and/or transition plan.

i. Contractor shall utilize evidence-based screening processes and tools (see page 11; Article 2, 2.1), subject to approval by BHA, to screen for mental health

disorders, substance use disorders, trauma, traumatic brain injuries and suicidality.

e. Each individual's treatment / transition plan shall incorporate:

i. Summary of the continuum of services offered to individuals based on evidence-based curricula.

ii. Frequency and duration of services offered.

iii. If an individual's treatment will be provided by more than one treatment provider, describe how services are distributed between providers.

iv. Incorporation of criminogenic risk factors in service and transitional case planning as determined from the Level of Supervision Inventory (LSI).

v. The individual's natural communities, family support, and pro-social support.

vi. A plan to transition individuals from jail-based services to appropriate behavioral health and other needed community services upon release from incarceration.

vii. Contractor shall provide treatment to individuals in need of services in accordance with the treatment and transition plan described above.

Article 3
Standards & Requirements

3.1 Authorizing Legislation and Description of Services. The Jail Based Behavioral Health Services (JBBS) Program is funded through the Correctional Treatment Cash Fund legislated in the passage of Senate Bill 12-163. Section 18-19-103 (c), C.R.S. directs the judicial department, the Department of Corrections, the state board of parole, the Division of Criminal Justice of the Department of Public Safety, and the Department of Human Services to cooperate in the development and implementation of the following:

a. Alcohol and drug screening, assessment, and evaluation.

b. Alcohol and drug testing.

c. Treatment for assessed substance abuse and co-occurring disorders.

d. Recovery support services.

The Correctional Treatment Fund Board has determined the Jail Based Behavioral Health Services (JBBS) Program meets the requirements set forth in SB 12-163.

3.2 Level of program care. Services offered by the Contractor hereunder shall meet ASAM Level 1 or 2.1 level of care.

Article 4
Data Reporting

4.1 Contractor is required to report information in the BHA Jail Based Behavioral Health Services (JBBS) CiviCore Database or another database as prescribed by BHA.
Data must reflect current individual enrollment and services provided by the 15th day of each calendar month to allow BHA staff to utilize current data. The following data elements will be captured in the Civicore JBBS database or other database as prescribed by BHA:

a. A record for each individual who screened “positive” for a mental health disorder or substance use disorder; other screenings completed and results thereof.
b. Basic demographic and working diagnosis information (including veteran status and pregnancy status, if applicable).
c. For individuals in jail more than 30 days and who are admitted to the JBBS program, it is recommended that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.
d. The type and dosage of medications provided for Medication Assisted Treatment (MAT). Please see **Exhibit B** for allowable medications.
e. Number of individuals who successfully transition to community-based services upon release.
f. Program discharge outcomes and treatment status in the community after discharge.

4.2 The Contractor agrees to respond to BHA’s inquiries about data submissions within two (2) business days and work with BHA to quickly resolve any data issues.

4.3 Contractor is required to notify BHA of any staffing changes within 48 hours, as this individual's Database access will need to be removed.

Article 5
Performance Measures

5.1 Performance Measures:

a. **Transition Tracking Outcomes.** The goal of the JBBS program is to identify treatment service needs and assist with engagement in community-based treatment services upon release. Contractor shall make reasonable efforts to contact all JBBS individuals who are successfully discharged from the program and released to the community at one, two, six and 12 months post release. The individual’s treatment status shall be recorded in the CiviCore JBBS database, or another data system as prescribed by BHA. If a client remains engaged in treatment post-release, JBBS may continue to provide support through the Contractor’s Recovery Support Services section of their budget, for up to 12 months. The following are the treatment status options:
    i. Deceased – In the event of death of the individual post-release.
    ii. In Treatment – Individual is engaged in community-based treatment services as recommended in the transition plan.
    iii. New Crime/Regressed - Individual returned to jail for violations or committed a new crime.
    iv. Not Applicable - Individual sentenced to Department of Corrections, Probation, Community Corrections, or treatment status not applicable at month two, six, or 12 due to prior tracking status of Deceased, New Crime/Regressed, or Treatment Completed.

v. Not in Treatment – Individual is reported by the community-based treatment provider as not in treatment or the individual reports to not be in treatment services as recommended on the transition plan.
vi. Status Unknown – Individual cannot be located.
vii. Treatment Completed – Individual has completed treatment as recommended in the transition plan.

b. **Recidivism.** JBBS aims to decrease the rate of reincarceration of former JBBS participants. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs.
c. **BHA may conduct an annual analysis of recidivism.** The following will apply to this analysis:

i. JBBS participants who have received treatment services or groups will be included in the recidivism analysis.
ii. “Recidivism” is the analysis that will be defined as re-arrest and reincarceration for a new crime or a technical violation related to the individual's original charge.
iii. Recidivism Target. Programs will ensure that data in the JBBS Database pertaining to the most recent complete fiscal year (July 1 - June 30) is verified and correct by the 15th of July following the fiscal year so that the recidivism analysis may be completed by BHA.

Article 6
Deliverables

6.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

PART THREE - MENTAL HEALTH TREATMENT (SB 18-250)

Article 1
Purpose & Target Population

1.1 Purpose. The Behavioral Health Administration (BHA) is committed to efforts to provide resources to support County Sheriffs in providing screening, assessment and treatment for mental health and substance use disorders or co-occurring disorders; as well as transition case management services to people who need such services while they are in jail. The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to Section 18-19-103 (5)(c)(V).

The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs.

In October 2012, the Correctional Treatment Board voted to fund additional Jail Based Behavioral Health Services Programs to additional counties across the State. As of February 2022, there are JBBS programs in 47 county jails across the State of Colorado.

In May 2018 the Colorado General Assembly passed Senate Bill 18-250, which mandated the JBBS Program under Colorado Revised Statutes 27-60-106. Additional mental health funding was allocated to the JBBS program to address gaps in services for mental health disorder screening, assessment, diagnosis and treatment. Additionally, these funds may support psychiatric prescription services and purchase of medications. Sheriff's Departments that currently operate JBBS programs, as well as new applicants, are eligible to request these funds. Sheriff's Departments may submit an individual application, or they may submit a combined application if they would like to apply in conjunction with other County Sheriff's Departments.

To carry out the JBBS program, Sheriff's Departments may partner with local community provider(s) who can demonstrate the ability to provide services within the jail, and the capacity to provide or link individuals released from jail to free or low-cost services in the community.

1.2 Target Population. Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW or LMFT), who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

Article 2
Activities & Services

2.1 Services. It is best practice that all jails should be utilizing evidence-based screening tool(s) and practices to screen for any potential mental health and/or substance use disorders and withdrawal, as well as suicide risk.

The Contractor shall:

a. Provide adequate staff to complete behavioral health screenings, prescribe psychiatric medications as necessary; and provide mental health counseling, substance use disorder treatment and transitional care coordination.

b. Upon identification of an individual who may be a candidate for JBBS services, a referral by jail staff should be made to a JBBS clinician within 48 hours, or, when the individual is medically cleared to be screened, via the appropriate channels (e.g. inmate kite, email).

c. Assess all individuals booked into the jail facility for psychiatric medication needs by requesting and reviewing medical and prescription history.

d. Have access to psychiatric medications, as defined by the medication formulary established pursuant to section 27-70-103 or by their contracted medical provider.
e. Coordinate services with local community behavioral health providers prior to the release of an inmate to ensure continuity of care following his or her release from the jail.

2.2 Training and Meetings. The Contractor shall provide training to improve correctional staff responses to people with mental illness. The Contractor shall determine the amount of training necessary to ensure, at a minimum, a group of trained staff is able to cover all time shifts. The training should provide sufficient opportunities for hands-on experiential learning, such as role play and group problem solving exercises. Cross-training opportunities shall be provided to behavioral health personnel and other stakeholders to help improve cross-system understanding. BHA is able to provide assistance with training the Medical Team staff regarding the MAT services and resources across the state.

a. Program Orientation: The Contractor shall attend a mandatory orientation session with the BHA Program Manager and Fiscal Staff, to be organized by BHA as soon as is practicable execution of the contract.
b. Program Meetings and Required Training: Program meetings and other required training will be scheduled throughout the term of the JBBS Program contract. This includes the JBBS Learning Community, JBBS Round Table, and the JBBS Quarterly Workgroup.

2.3 Evidence-Based Practices. The Contractor shall use evidence-based and promising practices within the screening and service delivery structure to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

2.4 Individualized Service Provision. The Contractor shall link individuals referred to the program to community based behavioral health supports and services, as appropriate based on the specific needs of the individual to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system.

Article 3
Standards and Requirements

3.1 Mental Health Treatment Provider. The subcontracted mental health treatment provider/individual must be licensed and in good standing with the Department of Regulatory Agencies (DORA). The subcontracted mental health treatment provider(s) must adhere to all rules and regulations set forth by their license and are prohibited from practicing outside their scope of training.

Article 4
Deliverables

4.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

PART FOUR - JAIL MEDICATION ASSISTED TREATMENT (SB 19-008)

Article 1
Purpose & Target Population

1.1 Purpose. Senate Bill 19-008 concerns treatment of individuals with substance use disorders who come into contact with the criminal justice system. Section 6 of the bill requires jails that receive funding through the jail-based behavioral health services program to allow medication-assisted treatment to be provided to individuals in the jail. The jail may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment. "Medication-assisted treatment" or "MAT" means a combination of behavioral therapy and medications approved by the Federal Food and Drug Administration to treat SUD disorders.

1.2 Target Population. 18 years of age and older, residing in county jail(s), SB 19-008 enacts policies related to the involvement of persons with substance use disorders in the criminal justice system.

Article 2
Activities & Services

2.1 Provision of Medication-Assisted Treatment. Contractors engaging 19-008 funding shall expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:

a. Have a policy in place for the provision of Medication-Assisted Treatment (MAT) and how it will be implemented. A copy of this policy will be provided to BHA before MAT services are provided. If a policy is not provided and MAT services are not offered, an explanation as to why will be provided to BHA prior to any BHA JBBS funds being issued. See Part Six, Article 1.5 for more details on how this needs to be submitted.
b. Identify program appropriate individuals via screening.
c. Link persons with SUD with a community based clinical care provider.
d. Initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail.
e. Provide patient education surrounding SUD and the types of treatment available in their community.
f. Develop and routinely review individualized treatment plans.

2.2 Allowable Expenses. The following are allowable expenses in the provision of the services above specific to this Part, reimbursable in accordance with the BHA-approved rate schedule.

a. Fee for service agreements with contractors for treatment, medical staff, and medications.

b. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone.
c. Jail payroll expenses for interventions, medical staff, and medications.
d. Facility and equipment upgrades related to MAT.
e. Training and staff development for MAT. Invoice requests are due to BHA as expenses are incurred. Only one month's expenses are allowed per invoice.

Article 3
Standards and Requirements

3.1 General Accounting Encumbrance. This program will be funded by a General Accounting Encumbrance (GAE). 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 the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3.2 Program Policies and Plans.

a. Contractor shall adhere to the policy or plan for its jail submitted to satisfy the deliverable described in Part Six, Article 1.5.
b. A Sheriff who is the custodian of a county jail or city and county jail may enter into agreements with community agencies, behavioral health organizations, and substance use disorder treatment organizations to assist in the development and administration of medication-assisted treatment in the jail.

3.3 License Requirements.

a. Providers licensed as an opioid medication assisted treatment (OMAT) program shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.320: Opioid Medication Assisted Treatment (OMAT).
b. Providers handling controlled substances shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.300: Controlled Substance License Requirements, which includes direction on the safe storage and handling of controlled substances.

3.4 Level of Program/Care. OMAT provider facilities shall meet ASAM Level 1 Outpatient Treatment or 2.1 Intensive Outpatient level of care.

3.5 Tiered MAT Funding.

a. Contractors will be provided with funding for MAT services based on the following tiered system created by BHA:

TIER 1. This is the base tier, a starting point for jails that may have high barriers and/or resource shortage. It is primarily for jails that only offer Vivitrol and Buprenorphine continuations for pregnant individuals. If Contractor at this tier anticipates spending over $5,000 in a year, it must provide a budget to BHA for pre-approval.

TIER 2. This is the middle tier for established programs, but these programs may have some barriers and are not offering a full FDA MAT medication list yet. This is primarily for jails that offer continuations for inmates for Buprenorphine products as well as Vivitrol. An additional $10,000 may be offered if Methadone is offered as a continuation for inmates. If Contractor at this tier anticipates spending over $35,000 in a year, it must provide a budget to BHA for pre-approval.

TIER 3. This is the top tier for established programs. It should include full induction and continuation of all FDA approved medications. Jails in this group would submit a budget (could be $150,000 or more) for their MAT program, submit a work plan outlining how they will screen, refer, provide medications while incarcerated, and transfer care of those individuals to community MAT providers upon release.

b. MAT funding based on Tiers will be based on Program Manager's discussion with the contracted jail. If a program chooses to prove eligibility for a higher tier, this will be taken into consideration for the following contract year. A jail will stay within one tier for an entire contract year but can move up or down depending on proved eligibility and need.

Article 4
Deliverables

4.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

PART FIVE - JBBS TECHNICAL ASSISTANCE (HB 22-1326)

Article 1
Purpose & Target Population

1.1 Purpose

The State of Colorado, Behavioral Health Administration (BHA) in cooperation with JBBS (Jail Based Behavioral Health Services) program, will assist county jails in meeting the requirements set forth by legislation as it pertains to Medication Assisted Treatment (MAT) technical assistance provided to jails. County jails may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment.

"Medication-assisted treatment" or "MAT" means a combination of behavioral therapy and medications approved by the Federal Food and Drug Administration to treat SUD disorders.

This technical assistance is a menu of options for different technical assistance elements needed for jails including but not limited to: consulting related to staffing necessary to provide MAT services, including jail operations staff, medical staff, and behavioral health

staff. This technical assistance should also include options as to what services are available to offenders upon their release from custody.

Those who will be assisted by the technical assistance are local county detention facilities (jails) throughout the state of Colorado. The state of Colorado has 64 counties, however, not all 64 counties have jails. The JBBS program is currently being offered in 47 county jails. Jail population sizes vary by county, with the largest populations being housed in the seven county Denver metro area jails.

1.2 Target Population.

Colorado County Jails participating in the Jail Based Behavioral Health Services program with the Behavioral Health Administration annually contracting with the state of Colorado to receive these funds for the provision of jail based behavioral health services have access to these funds through their contracts.

1.**3 General Accounting Encumbrance.** This program will be funded by a General Accounting Encumbrance (GAE). 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 the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

Article 2
Definitions and Acronyms

Behavioral Health Administration (BHA) represents one of Colorado's many steps towards strategic investments in improving the behavioral health system. The BHA is a new cabinet member-led agency, housed within the Department of Human Services, designed to be the single entity responsible for driving coordination and collaboration across state agencies to address behavioral health needs.

Drug Enforcement Agency (DEA) enforces the controlled substances laws and regulations of the United States and brings to the criminal and civil justice system of the United States, or any other competent jurisdiction, those organizations and principal members of organizations, involved in the growing, manufacture, or distribution of controlled substances appearing in or destined for illicit traffic in the United States; and to recommend and support non-enforcement programs aimed at reducing the availability of illicit controlled substances on the domestic and international markets.

Jail Based Behavioral Health Services (JBBS) The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to C.R.S.18-19-103 (5)(c)(V). The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration.

Medication Assisted Treatment (MAT) is the use of medications, in combination with counseling and behavioral therapies, to provide a "whole-patient" approach to the treatment of substance use disorders. Medications used in MAT are approved by the Food and Drug Administration (FDA) and MAT programs are clinically driven and tailored to meet each patient's needs.

Article 3
Activities and Services

3.1 Expanded Provision of Medication-Assisted Treatment Through Technical Assistance. Contractors engaging JBBS funding shall access technical assistance to expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:

a. Contractor shall utilize technical assistance for the Development and Implementation of Medication-Assisted Treatment (MAT)
b. Contractor shall hire technical assistance ("TA") providers to support MAT programs in their facility to address:
    i. Medication availability within the community
    ii. Medication Acquisition/utilize technical assistance for identifying bulk purchasing opportunities for necessary services
    iii. DEA licensing services
    iv. Temporary or Permanent staffing services for positions related to the implementation of MAT services. These could be both sworn and civilian positions.
    v. Training services for jail staff as it relates to MAT
    vi. Consultation services for jail staff and community providers as it relates to MAT
    vii. Advertising, Marketing or Public Relation Services regarding MAT services
    viii. Building modifications as it pertains to MAT services
    ix. Human Services collaboration as it pertains to Medicaid enrollment prior to release from jail
    x. Telecommunication services (ex WiFi upgrades)
    xi. Translation services when needed
    xii. Delivery of MAT medications
    xiii. Community re-entry services for offender transition (services that help offenders transition from prison to a productive community life)
c. Contractor shall provide a work plan outlining the jail's intended use for the TA funding for no later than 30 days from the date this amendment is executed. If jails decline the funding, a written explanation will be provided by 30 days from when this amendment is executed.
d. Submit a policy of the Jail's MAT protocols and procedures for the facility outlining the services and medications offered no later than 30 days from the date this amendment is executed to cdhs_jbbs@state.co.us.
    i. A copy of this policy will be provided to BHA before MAT services are provided. If a policy is not provided and MAT services are not offered, an explanation as to why will be provided to BHA prior to any BHA JBBS funds being issued no later than 30 days from the date this amendment is executed.
    ii. The policies will also include guidelines for nonmedical evaluations, including timelines for performing a subsequent medical evaluation.

e. Contractor shall provide appropriate and best-practice withdrawal management care to incarcerated individuals as necessary.
f. Contractor shall develop community partnerships with necessary providers to link persons with SUD with an approved community-based clinical care provider.
g. Contractor shall initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail where clinically indicated.
h. Contractor shall provide patient education surrounding SUD/MAT/OUD and the types of treatment available in their community.

3.2 Allowable Expenses. The following are allowable expenses in the provision of the services above specific to this Part, reimbursable in accordance with the BHA-approved rate schedule.

a. Purchase technical assistance services identified in 3.1(b) above.
b. Provide staff development and training regarding Medication-Assisted Treatment, Substance Use Disorder, and Opioid Use Disorder to fulfill requirements of HB 22-1326.
c. Fee for service agreements with contractors for treatment, medical staff, and medications.
d. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone.
e. Jail payroll expenses for interventions, medical staff, and medications.
f. Facility and equipment upgrades related to MAT. Upgrade plan subject to prior approval.

PART SIX - JBBS PROGRAM DELIVERABLES

Article 1

1.1 Deliverables for All JBBS Programs

a. JBBS Work Plan. Using the JBBS Statement of Work, the Contractor is required to design a work plan based on the five criteria listed below. The Annual Work Plan should specify the following information for each service in which the Contractor will participate in. See JBBS Work Plan Template at the end of this document.

b. Annual Report. The Contractor shall submit to the State the previous year's Annual Report by EOB July 31, utilizing the JBBS Reporting Template provided by BHA. The Contractor shall submit this report via email to cdhs_jbbs@state.co.us

c. JBBS Database Reporting.

i. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database using the following URL: https://fw.civicore.com/jbbhs or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

ii. Data Entry shall include:

a. Basic individual demographic and working diagnosis information.
b. Booking date (date that the individual was booked into jail).
c. Screening date and results (Mental Health, Substance Use, Traumatic Brain Injury, Trauma, and Suicidality) for all individuals who screen "positive" for a mental health disorder or substance use disorder.
d. Admission date (date that individual began receiving JBBS services).
e. If applicable, results of Level of Supervision Inventory (LSI/LSI-R) risk assessment (recommended for individuals admitted to the JBBS program who are in jail more than 30 days).
f. Individual-level services provided (date of service, type of service, duration of service, and any additional applicable information), including any Medication Assisted Treatment services provided (date of service, duration of service, type of MAT service, specific MAT medication, and any other applicable information, including frequency of dosage).
g. Date, duration, and participants who attended for treatment or case management group sessions.
h. Discharge date and type (unsuccessful discharge or successful discharge, depending on whether the individual is actively participating in the JBBS program at the time of discharge). BHA utilizes discharge and admission dates to approximate sentence length and measure progress toward shortening sentence lengths.
i. Date tracked and treatment status in the community, tracked at month 1, month 2, month 6, and month 12 after discharge.

iii. The Contractor or Contractor's designated subcontractor shall complete Drug Alcohol Coordinated Data System (DACODS), Colorado Client Assessment Records (CCAR), and Encounters - or other BHA prescribed data system records, according to the following schedule:

a. Encounters are due by the last business day of each month for all services provided during the previous month.
b. CCARs are due by the last business day of the month following the admission, annual update, or discharge of a client.
c. DACODS are due by the 15th of the following month for admissions into, and discharges from, JBBS services.

See the latest version of the Finance & Data Protocol #1 Special Studies Codes and Eligibility for more details.

d. Workgroup Attendance. BHA facilitates JBBS Program Meetings every other month. The Contractor shall ensure that a representative from each jail participates in the meetings. The representative(s) who attends the meetings shall be responsible for relaying the information discussed during the meetings to the rest of the Contractor's program organizational structure.

e. Critical Incidents. The Contractor shall ensure any critical incident involving a JBBS client that occurs within the jail, is documented and shared with the Office of Behavioral Health via an encrypted email to cdhs_ci_bha@state.co.us, within 24 hours of the time the incident occurs. It is recommended that the Contractor include this reporting

requirement in all subcontractor agreements. The documentation should include the following:

i. Date and time of incident
ii. Location of the incident
iii. The nature of the incident
iv. How the incident was resolved
v. Name[s] of staff present
vi. Whether the incident resulted in any physical harm to the participant or any staff.

f. Copy of Proposed Subcontract. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_jbbs@state.co.us within 30 days of subcontract execution. The subcontract will be evaluated to ensure it is in compliance with the maximum rates established in the Annual Budget document provided by BHA.

g. Site Visits. The JBBS Program Manager(s) shall conduct site visits for the purpose of providing technical assistance support and quality assurance monitoring of the program on a periodic/as needed basis.

h. Monthly Contract Monitoring Tool. The Contractor shall submit a completed contract monitoring tool to their assigned JBBS program manager no later than the 20th of the month with the prior months information. JBBS program managers will update this internally.

i. **Plan of Action.** Contractors who do not meet the deliverables above, or any additional deliverables listed below, for which they have been provided funding, shall be asked to submit a plan of action to improve program performance for the current or next fiscal year.

j. Monthly BHA Invoice. Invoices will be submitted to cdhs_bhapayment@state.co.us by the 20th of the following month. Only one month's expenses are allowed per invoice. Supporting documentation will only be required in the event of an audit, but these records should be maintained by the Contractor.

k. Spending Projection Plan. If a contractor is underspent by greater than 40% of their budget by mid fiscal year (Nov 30), Contractor shall submit a spending projection plan. Failure to submit the spending plan and failure to effectively utilize funding could result in reduction in the current year budget.

l. Behavioral Health Screenings:

i. Individuals involved in the JBBS program are required to complete an evidence based behavioral health screen for each of the following five categories: Substance Use Disorder, Mental Health, Suicide, Trauma and Traumatic Brain Injury. This information should be used to formulate a comprehensive treatment plan to include appropriate referrals...
ii. For individuals who are admitted to the JBBS program and are in custody more than 30 days, it is recommended that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.

1.2 Additional Deliverables Related to Mental Health Expansion (SB 18-250)

a. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 6, Article 1, Section 1.1, Subsection c, above, the following additional data related to Mental Health Expansion shall be collected:

i. Whether the individual is receiving mental health services only, not SUD services (checkbox in JBBS Database).

1.3 Additional Deliverables Related to Competency Enhancement (SB 19-223)

a. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 6, Article 1, Section 1.1, Subsection c, above, the following additional data related to Competency Enhancement shall be collected:

i. Whether the individual is involved in the competency restoration process (checkbox in JBBS Database).

ii. Whether the individual has returned to jail after receiving competency restoration services (checkbox in JBBS Database).

1.4 Additional Deliverables Related to Pre-Sentence Reentry Coordinator Services

a. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 6, Article 1, Section 1.1, Subsection c, above, the following additional data related to Pre-Sentence Reentry shall be collected:

i. Whether the individual is pre-sentence at time of admission (checkbox in JBBS (CiviCore) Database.

1.5 Additional Deliverables Related to Jail Medication-Assisted Treatment (SB 19-008)

a. Organizational Structure. All Contractors participating in JBBS shall determine and provide an organizational structure designed to facilitate and promote effective MAT program administration. Describe the use of evidence based best practices for coordination of care for identified inmates. This report is due via email to cdhs_jbbs@state.co.us by August 1 annually.

b. Policies. Prior to MAT services being delivered, the Contractor shall provide BHA a written policy for their intended Jail MAT service delivery method, via email to cdhs_jbbs@state.co.us. Contact JBBS Program Manager for additional information on creating MAT policies.

c. Barrier Reports. If Contractor does not yet deliver MAT in its jail, Contractor shall submit a report detailing the barriers Contractor is experiencing that have prevented MAT delivery in the jail. Describe the capacity or efforts needed to get the jail into compliance or ability to provide MAT in the jail, including but not limited to withdrawal management, screening, and coordination of care for inmates identified for MAT. The report is due via email to cdhs_jbbs@state.co.us by August 1 annually.

d. Start-Up Plans. In the first year that Contractor will deliver MAT in its jail, Contractor shall submit a report of ramp-up activities that will occur in the first four months of the project via email to cdhs_jbbs@state.co.us by August 1 annually.

e. Work Plan and Budget Submission/Approval. In order to access MAT funds, Contractor must submit a work plan selecting an MAT tier and describing how the funds will be used. If Contractor's proposed budget exceeds the soft cap described in its tier (described in Part Four, article 3.5 above), Contractor shall provide an initial budget to the BHA JBBS Program Manager with Contractor submission of the work plan. BHA JBBS Program Manager will respond with an approval, a request for more information, or a rejection with cause. Budgets in excess of its tier's soft cap must be approved in advance in writing by the BHA JBBS Program Manager. Contractors with ongoing MAT programs must submit the workplan and budget by June 1 annually for the upcoming state fiscal year (beginning July 1). Contractors beginning new MAT programs must submit the workplan and budget prior to commencing services billed to this fund. Contractor work may not commence until the work plan and budget are approved by the BHA JBBS Program Manager.

f. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields as outlined in Part 6, Article 1, Section 1.1, Subsection c, above. Data shall be entered in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

1.6 Additional deliverables related to JBBS TECHNICAL ASSISTANCE (HB 22-1326)

a. **Work Plan.** Contractor shall provide a work plan outlining the jail's intended use for the TA funding for no later than 30 days from the date this amendment is executed. If jails decline the funding, a written explanation will be provided by 30 days from when this amendment is executed.

Table 1

Below is the deliverables table required by BHA, for each JBBS related service.

Program	Deliverable	Description	Due Date	Responsible Party	Deliver to
All	Provide annual work plan	See Part 6, Article 1,	By EOB April 1, for the	Contractor	cdhs_jbbs@state.co.us

		Section 1.1, Subsection a, above	following fiscal year		
All	BHA invoice	See Part 1, Article 3, Section 3.2, above	By 20th of following month for previous month's expenses	Contractor	cdhs_BHApayment@state.co.us
All	Report critical incidents	See Part 6, Article 1, Section 1.1, Subsection e, above	Within 24 hours of incident	Contractor	cdhs_ci_BHA@state.co.us
All	Provide JBBS annual report	See Part 6, Article 1, Section 1.1, Subsection b, above	By EOB July 31 of the current year	Contractor	cdhs_jbbs@state.co.us
All	Workgroup attendance	See Part 6, Article 1, Section 1.1, Subsection d, above	Quarterly	Contractor	Locations TBD
All	Send BHA copy of proposed subcontract	See Part 6, Article 1, Section 1.1, Subsection f, above	Within 30 days of contract being signed	Contractor	cdhs_jbbs@state.co.us
All	Site Visits	See Part 6, Article 1, Section 1.1, Subsection g, above	Ongoing / as needed	BHA	Locations TBD
All	Contract Monitoring Tool	See Part 6, Article 1, Section 1.1, Subsection h, above	Ongoing, by the 20th of each month for all services provided during the previous month	Contractor	JBBS Program Manager

Mental Health Expansion (SB 18-250)	Data entry specific to SB 18-250	See Part 6, Article 1, Section 1.2, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
Competency Enhancement (SB 19-223)	Data entry specific to SB 19-223	See Part 6, Article 1, Section 1.3, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
Pre-sentence Reentry Coordinator Services	Data entry specific to pre-sentence Reentry coordinator services	See Part 6, Article 1, Section 1.4, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
JMAT (SB 19-008)	Organizational structure	Part 6, Article 1, Section 1.5, Subsection a, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Policies	Part 6, Article 1, Section 1.5, Subsection b, above	Prior to MAT services being delivered	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Barrier Reports	Part 6, Article 1, Section 1.5, Subsection c, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Start-Up Plans	Part 6, Article 1, Section 1.5, Subsection d, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Work Plan and Budget	Part 6, Article 1, Section 1.5,	Within five (5) business days of plan	Contractor	cdhs_jbbs@state.co.us

	Submission/Approval	Subsection e, above	submission		
JMAT (SB 19-008)	Data Entry Specific to JMAT (SB 19-008)	Part 6, Article 1, Section 1.5, Subsection f, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
JBBS MAT TA (HB 22-1326)	Work Plan and Budget Submission/ Approval		Within five (5) business days of plan submission	Contractor or designated subcontractor	cdhs_jbbs@state.co.us

JBBS Work Plan

1. **Identify the Project Name, Purpose and Timeline**

   i. The Project Name will be either JBBS/Substance Use Disorder Treatment, JBBS/Mental Health Treatment, JBBS/Pre-Sentence Coordinator, JBBS/Competency Enhancement, or JBBS/Medication Assisted Treatment (MAT).
   ii. The Purpose will include what you hope to accomplish by providing JBBS services in your facilities.
   iii. The Timeline will be June 30, 2022 - July 1, 2023

2. **Put Your Work Plan Into Context**

   i. This should include an introduction and background of the facility's JBBS program.

   ii. Write an introduction and background to better outline why you need this project to happen - *Creating context and establishing the problem, helps explain why you need the solution.* Examples could include an increase in substance abuse usage, increase in mental health disorders, increased jail population, high recidivism rates, Colorado state statute requirements, etc…
   iii. Describe the overall goal of the JBBS program. Examples can include who is eligible for services, how will referrals to the program be made, what are the admission criteria, how services will be provided, etc…
   iv. If the facility is a new JBBS program, please include a brief summary of how and why JBBS services will be implemented into your facility, and what you hope to gain from this program.

3. **Establish Your Goals and Objectives:** Goals and objectives should be developed in an integrated, multi-disciplinary fashion, which includes the active and ongoing participation of the offender, jail staff and community providers. Examples could include:

    i. What are / will be, the assessments and screenings between subcontracted treatment provider agencies?
    ii. How will you interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, (i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans, community service agencies, and other licensed clinicians in private practice), to meet individuals' treatment needs?
    iii. What is the service array available within the community to program participants upon their release from jail, OR, if there are limited services available in your area, highlight this as a potential barrier.
    iv. Which recovery support services (RSS) are most needed in your community and/or catchment area and how will the provider or Sheriff's Department use a portion of their budget to meet these needs?
    v. What security protocol and reporting requirements are expected from the treatment provider?
    vi. What is the current capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs?
    vii. What are/will be, the continuum of services being offered, pursuant to this Contract based on evidence-based curricula?
    viii. What will the frequency and duration of services offered look like? Discuss the availability of services during the week and hours of operation, as well as include a breakdown of staff time (FTE) allocated to the program, credentials, and general duties of each position.

4. **Define and Coordinate Your Resources:**

    i. Determine and provide an organizational structure designed to facilitate and promote effective administration of the JBBS program (should include jail staff as well as any subcontracted staff).
    ii. Describe how you plan to link offenders with community services upon their release from custody.

5. **Understand Your Constraints:** Are there any obstacles that are going to get in the way of providing these services?

    i. Examine if there are any barriers to treatment within the jail? Within the community?
    ii. If so, it is possible to address these and, if so, how do you plan to do that?

6. **Discuss Risks and Accountability:** Here you will highlight any foreseeable risks to the program, as well as who will be accountable for each aspect of the program.

i. Activities, services, budgets, plans, timelines, goals, and outcome measures included in the Work Plan shall be interpreted as being material contractual performance requirements, outcomes, measures, and contract deliverables of the Contractor.

The work plan, once approved by BHA, shall be incorporated into this Contract by reference as work requirements of the Contractor supplemental to Contractor work requirements under the current Contract Exhibit A, Statement of Work, as amended. Please use the template provided below to complete your work plan.

COLORADO
Office of Behavioral Health
Department of Human Services

EXHIBIT B-1, FY23 ANNUAL BUDGET

BHA Program	JBBS

Agency Name	Gunnison County
Budget Period	July 1, 2022 - June 30, 2023
Project Name	JBBS

Program Contact, Title	Adam Murdie, Undersheriff
Phone	970-641-7657
Email	amurdie@gunnisoncounty.org
Fiscal Contract, Title	Jody Wisem, Accountant
Phone	970-641-7679
Email	jwise@gunnisoncounty.org
Date Completed	November 1, 2022

SERVICE CATEGORIES		
Services (Fixed Price per rate Schedule)	**Funding Source**	**Total**
Substance Use Disorder Treatment	State General Fund	77,600.00
Mental Health Treatment	State General Fund	77,600.00
	Total Contract	**155,200.00**

General Accounting Encumbrance - Medication Assisted Treatment	
MAT Services	
GAE Total	**1,690,428.00**
Fentanyl Technical Assistance	
GAE Total	**2,955,000.00**

***GAE total for all Contractors is $4,645,428. No minimum amount is guaranteed to Contractor. Funds are invoiced as earned per the terms of Exhibit A and the following Rate Schedule.*

JBBS RATE SCHEDULE	
Statewide Maximum Salaries	
Positions should be hired at salary levels indicative of qualifications, experience, and organization pay schedules. This table indicates a maximum salary only. It is understood that many positions will be hired at lower salary levels than the state maximum.	
Licensed Therapist (LPC/LCSW/LAC/LMFT)*	$82,400/year
Unlicensed Master's Level Therapist or Substance Abuse Counselor (example CAS)*	$66,950/year
Unlicensed Bachelor's Level Therapist or Substance Abuse Counselor (example CAS)*	$61,800/year
Case Manager (CM) *	$56,650/year
Certified Addiction Technician (CAT)	$43,260/year
Physician Assistance (PA) *	$123,600/year
MD/DO *	$258,805/year
JBBS Program Administrator (Primary responsibility of managing the jail's JBBS program.) *	$100,522/year
Pre-sentence Coordinator *	$70,00/year
Pharmacist (Pharm-D)	$131,933/year
Registered Nurse *	$74,160/year
Data Entry Clerk	$41,200/year
Peer Support Specialist	$35,000/year
Qualified Medication Administration Person (QMAP)	$15.50/hour
***BHA will reimburse salaries up to the state maximum**	
***BHA may consider rates 10% above statewide maximum salaries pending justification from jails and written pre-approval by BHA**	
Travel	
Mileage (IRS rate)	$0.59/mile
Operating Expenses	
Maximum total percentage of contract budget	10%
Training and continuing education for jail employees/clinicians (including but not limited to QMAP, CIT, Motivational Interviewing, Mental Health First Aid, Trauma Informed Care, (Certified Addiction Specialist -Classes only) may be included in the operating expenses	
BHA may pay for one licensing test per clinician (NCE, MAC, NCAC). Up to $200 per clinician, per test.	
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
Indirect Expenses	

Maximum total percentage of contract budget	10%
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
RECOVERY SUPPORT SERVICES	
Allowed Services *	**Additional Notes**
Application Fees ID / Birth Certificates	
Indigent Backpacks	
Basic Hygiene Items	
Bicycles	May be provided if client is engaged in treatment services for 2 + months post release. 1 bike per person.
Bus Pass – Daily, Monthly	
Child Care	1 month limit per client, per child
Clothing	
Educational Costs (books, supplies, and fees)	
Emergency Housing/Rental Assistance	90 day limit per person
Food Assistance	
Gas Vouchers	
GED Program / Testing	
Job Placement Training	
Life Skills Training	
Medical Assistance – copays / infectious disease testing	Limit of $250.00 per person
Medications	30 day limit per person
Personal Care (e.g. haircuts)	
Phone Cards	Limit of $15.00 per person
Pre-paid Cell Phones	To be paid for upon release and after client attends 2 appointments in the community. Cost of the phone and up to 2 months of bills.
Printed Resources	
Transportation Assistance	
Transportation to Residential Treatment	Out of state travel to treatment will need prior approval by BHA
UA / BAs	Limit of $100.00 per person
Utilities	1 month limit per client
*** BHA may consider other expenses pending justification from jails and written pre-approval by BHA**	
MEDICATIONS	
Medication reimbursement will be based on a) providers established rate or b) jail purchase agreement rate or c) in the absence of an established rate or jail purchase agreement rate the following BHA rate schedule.	
Psychotropic Medication will be reimbursed at rate established on Preferred Drug List (PDL) which can be found at https://www.colorado.gov/hcpf/pharmacy	
Medication	**Rate**
Methadone	$18/day. Methadone treatment, including medication and integrated psychosocial and
Naltrexone (oral)	Monthly Medication Rate: $85. Monthly Prescriber Rate: $150
Depot-naltrexone (injectable) (Vivitrol)	$1,376/unit; 380mg injection (extended release) per month
Buprenorphine (pregnancy) - mg.	$41/month
Buprenorphine (pregnancy) - 2mg	$31/month
Buprenorphine/naloxone sublingual film (suboxone) - 12mg/3mg	$275/month
Buprenorphine/naloxone sublingual film (suboxone) - 8mg/2mg	$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 4mg/1mg	$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 2mg/0.5mg	$80/month
Naloxone (Narcan)	Unit Cost: $75. Prescriber Rate: $35
Suboxone and generics	$5.55 / unit @30 days = $166.50 for a 2mg-0.5mg dose; range can increase from 4mg-
Buprenorphine - 8mg	$41/month
Buprenorphine - 2mg	$31/month
Suballocate (injectable)	$1,376/unit; 380mg injection (extended release) per month

Revised 02_23_2022

**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.

Exhibit C-1
Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on an BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

D. Immediate Notification of Closures / Reductions in Force
If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Contract Contact Procedure
The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

F. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency ("Continuity of Operations Plan" or "Plan").
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
    a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
    b. Contractor and BHA will agree in writing when the emergency situation is sufficiently resolved and agree to a closeout period that is four weeks or less.
    c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

G. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (https://thinkculturalhealth.hhs.gov/) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to CDHS_BHAdeliverables@state.co.us by August 31 annually:
    a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
    b. Submit a completed CLAS checklist that follows this HHS format: https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf

H. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

II. Use of Subcontracts.

A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
1. To the extent a subcontractor is used, the Contractor shall provide a copy of the subcontract to BHA at CDHS_BHAdeliverables@state.co.us.
2. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.

B. Any subcontract for services must include, at a minimum, the following:
   1. A description of each partner's participation
   2. Responsibilities to the program (policy and/or operational)
   3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
   4. A copy of this Contract and all its terms and conditions.

C. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to CDHS_BHAdeliverables@state.co.us within 30 days of subcontract execution.

D. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.

E. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

III. Financial Requirements

A. Funding Sources
   1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget."**
   2. If a Single Audit is performed in accordance with Section III.B. above, the Contractor shall report the amount of the federal grant identified in the budget under the CFDA number identified on the first page of this Contract.
   3. The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Budget Reallocations
   1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

C. Payment Terms
   1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
   2. The Contractor shall utilize the invoice template(s) provided by BHA.
   3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us
   4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.

5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

EXHIBIT E - Supplemental Provisions for Federal Awards

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

1) Federal Award Identification
   i. Subrecipient: County of Garfield;
   ii. Subrecipient UEI number: LUQNUGJDAVE1;
   iii. The Federal Award Identification Number (FAIN) is SLFRP0126;
   iv. The Federal award date is: March 3, 2021;
   v. The subaward period of performance start date is July 1, 2022, and end date is June 30, 2023;
   vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY 2023 ARPA – MAT GAE	**$ as earned from Pooled Encumbrance**	**$ as earned from Pooled Encumbrance**	**$ as earned from Pooled Encumbrance**

   vii. Federal award project description: provide recovery support services to target populations.
   viii. The name of the Federal awarding agency is Substance Abuse and Mental Health Services Administration (SAMHSA); the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official for MHBG is: Steven Fry, Division of Grants Management, SAMHSA, 7-1109, 1 Choke Cherry Road, Rockville, MD 20857, 240-276-1422, Steven.Fry@samhsa.hhs.gov.;
   ix. The Catalog of Federal Domestic Assistance (CFDA) number is 21.027, name is American Rescue Plan Act, and dollar amount is $5,000,000.00;
   x. This award **is not** for research & development;
   xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **Exhibit F-1**.

3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in Exhibit A.
4) Subrecipient's approved indirect cost rate is **0 %**.
5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **N/A**.
7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
8) **Matching Funds**

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

i. ☑ Subrecipient is not required to provide matching funds.

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

1. DEFINITIONS.

1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

1.1.1. "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

1.1.1.2. Award ***does not*** include:

1.1.1.2.1. Technical assistance, which provides services in lieu of money;

1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

1.1.1.2.3. Any award classified for security purposes; or

1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.1.2. "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.

1.1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

1.1.5. "Entity" means:

1.1.5.1. If the source of funding is a Grant:

1.1.5.1.1. a Non-Federal Entity;

1.1.5.1.2. a foreign public entity;

1.1.5.1.3. a foreign organization;

1.1.5.1.4. a non-profit organization;

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

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

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

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

1.1.5.2. If the source of funding is not a Grant:

1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;

1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;

1.1.5.3. a foreign public entity;

1.1.5.4. a domestic or foreign non-profit organization;

1.1.5.5. a domestic or foreign for-profit organization; and

1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.1.6. "Executive" means an officer, managing partner or any other employee in a management position.

1.1.7. If the source of funding is a Grant, "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

1.1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.1.9. "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1.1.10. If the source of funding is a Grant, "Grant" as used herein is the Contract to which these Federal Provisions are attached.

1.1.11. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.

1.1.12. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

1.1.13. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

1.1.13.2. Is not organized primarily for profit; and

1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

1.1.16. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

1.1.18. "Subrecipient" or, if the source of funding is a Grant, "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

1.1.19. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.1.20. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

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

1.1.21.1. Salary and bonus;

1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

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

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

1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.1.22. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.

1.1.23. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.1.24. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

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

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

3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2. DUNS. Contractor/Grantee shall provide its DUNS number to its Prime Recipient, and shall update Contractor's/Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. TOTAL COMPENSATION.

4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1.1. The total Federal funding authorized to date under the Award is $30,000 or more if the source of funding is a Grant, or otherwise $25,000 or more if the source of funding is not a Grant; and

4.1.2. In the preceding fiscal year, Contractor/Grantee received:

4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

4.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

6.3. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

7.1.1.1. Subrecipient DUNS Number;

7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;

7.1.1.3. Subrecipient parent's organization DUNS Number;

7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;

7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:

7.1.2.1. Subrecipient's DUNS Number as registered in SAM.

7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

8.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS.

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

10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

10.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.

11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

13.2. A Contractor/Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14. EVENT OF DEFAULT AND TERMINATION.

14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.

14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

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

EXHIBIT END

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

EXHIBIT F- SLFRF SUBRECIPIENT PROVISIONS EXHIBIT (CDHS)

This Exhibit and the Appendices hereto apply regarding the use of State and Local Fiscal Recovery Funds (SLFRF) to comply with requirements established by the U.S. Department of Treasury and the Colorado Department of Personnel & Administration, Office of the State Controller re the Colorado Department of Human Services (CDHS).

This SLFRF Provisions Exhibit may supplement other Exhibit(s) to the instant Agreement. In the event that terms on prior Exhibit(s) to the instant Agreement conflict with this SLFRF Provisions Exhibit, this Exhibit shall control and take precedence.

The Contractor/Vendor/Other Agency entity with which the Colorado Department of Human Services (CDHS) is contracting per this Agreement may be referred to as "Subrecipient" herein, the designation per controlling law and mandates. This "Subrecipient" designation shall apply in this context notwithstanding prior definition(s) of any entity to this agreement as "Contractor" or any other title.

Subrecipient must agree to and comply with the terms of these SLFRF Provisions in order to receive and use these funds. Subrecipient shall execute not only the instant Agreement, but also specifically the Certification Agreement appendix to the instant Exhibit. A failure to also separately execute the Certification Agreement appendix hereto shall not relieve Subrecipient of the rules/obligations set forth herein; such a clerical error must be promptly remedied upon discovery by notifying the CDHS office/program contact, who can then assist with the logistics of mandatory signing, which shall retroactively apply.

In the event that Subrecipient is/was in receipt of SLFRF funding from CDHS prior to execution of the instant Exhibit, Subrecipient understands that its obligations set forth herein with regards to that funding shall retroactively apply.

The regulations and requirements surrounding receipt and use of SLFRF funding is an evolving subject matter as established by the U.S. Department of Treasury and put into established policy by the Colorado Department of Personnel & Administration, Office of the State Controller for use with CDHS Agreements. As such, Subrecipient agrees to execute any additional Agreements/Amendments as required by CDHS to establish and/or update these procedures. Subrecipient agrees to accept written notice from CDHS of updates to these requirements and to comply with same forthwith, even if prior to or without a formal Amendment to the Agreement to

update this Exhibit or the rules/requirements established herein. Regardless, if CDHS requests that Subrecipient execute an Amendment to formalize implementation of and/or acknowledgment of updates to this Exhibit, Subrecipient shall promptly comply.

Subrecipient agrees to stay abreast of and comply with the most current iterations of the requirements re SLFRF funding set forth on https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).

APPENDIX 1 TO SLFRF EXHIBIT- BUDGET SUPPLEMENT

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in this Appendix will determine what is reported on as outlined in the all following Appendices to this Exhibit.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
PHI360	**Technical Assistance to Jails**	**1.13 Substance Use Services**	**As earned from General Accounting Encumbrance (GAE)**
Total			**As earned from General Accounting Encumbrance (GAE)**

2. BUDGET BY FUNCTION

3. EXPENDITURE CATEGORY MODIFICATIONS

1.1 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab). ***In no event may this be used to modify the overall total of this Agreement or otherwise any non SLFRF expenditures.***

APPENDIX 2 TO SLFRF EXHIBIT- FEDERAL PROVISIONS SUPPLEMENT

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

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

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

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

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

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

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

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

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

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

3. COMPLIANCE.

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

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.gov at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Appendix 4 to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds
c)

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served
b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds

c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report
    ii. Project labor agreement certification or project workforce continuity plan
    iii. Prioritization of local hires
    iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
    ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps

upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:

i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient Unique Entity ID;

8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization Unique Entity ID;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers

(e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employement and Wage Statistics, whichever is higher, OR the eligible worker reciving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.7.1. For projects over $10 million:

8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient

must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5– SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

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

11. SINGLE AUDIT REQUIREMENTS.

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

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.

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

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

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

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APPENDIX 3 TO SLFRF EXHIBIT- SUBRECIPIENT CERTIFICATION AGREEMENT

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: Gunnison County Colorado for the use and benefit of Gunnison County Sheriff's Department

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto – Reporting Modification Form.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

   Cost Sharing. Cost sharing or matching funds are not required to be provided by

7. Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any

10. additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish

an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for Agreement or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and

Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF
1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall

initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42
   U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include

investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

APPENDIX 4 TO SLFRF EXHIBIT- SLFRF SUBRECIPIENT QUARTERLY REPORT REQUIREMENTS

1. **SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**
   - 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).
   - 1.2 The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.

APPENDIX 5 TO SLFRF EXHIBIT- SAMPLE SLFRF REPORTING MODIFICATIONS FORM

Grantee:				Grant Agreement No:	
Project Title:				Project No:	
Project Duration:	To:			From:	
State Agency:					

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

_____ _____

Grantee Date

_____ _____

State Agency Grant Manager Date

DocuSign Envelope ID: 61DBC26B-8B34-436E-9B92-4FB0DEE84EDE

v.4.08

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

CMS #: 23 IBEH 174456	**eClearance#:** 2203731
State Agency Colorado Department of Human Services Behavioral Health Administration	**Contractor** Gunnison County Colorado for the use and benefit of Gunnison County Sheriff's Department Contractor's State of Incorporation: **Colorado**
Contract Maximum Amount Initial Term State Fiscal Year 2023 $155,200.00 Extension Terms Maximum Amount for All Fiscal Years $155,200.00	**Contract Performance Beginning Date** The later of the Effective Date or July 1, 2022 **Initial Contract Expiration Date** June 30, 2023 Except as stated in **§2D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: State General Fund	**Options** 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

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

Insurance	**Miscellaneous**
Contractor shall maintain the following insurance if indicated with "Yes," as further described in §10: Worker's Compensation: Yes General Liability: Yes Automobile Liability: **Yes** Protected Information: **Yes** Professional Liability Insurance: **Yes** Cyber/Net. Security-Privacy Liability Insurance: **No** Crime Insurance: **No**	Authority to enter into this Contract exists in: C.R.S. § 27-80-106. Law-Specified Vendor Statute (if any): NA Procurement Method: Exempt Solicitation Number (if any): NA
State Representative Summer Gathercole Behavioral Health Administration 3824 West Princeton Circle Denver, CO 80236 303-866-2354 / summer.gathercole@state.co.us	**Contractor Representative** Adam Murdie, Under Sheriff Gunnison County Sheriff 9200 E. Virginia Ave. Gunnison, CO 81230 970-641-7657 / amurdie@gunnisoncounty.org

Exhibits
The following Exhibits are attached and incorporated into this Contract:

Exhibit A - Statement of Work
Exhibit B - Budget
Exhibit C - Miscellaneous Provisions
Exhibit D - HIPAA BAA/QSOA

Contract Purpose
In accordance with the provisions of this Contract and its exhibits and attachments, the Contractor shall provide substance abuse and mental health treatment in the Gunnison County jail.

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

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.

CONTRACTOR	**STATE OF COLORADO**
Gunnison County Colorado for the use and benefit of Gunnison County Sheriff's Office	Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director
By: Johnathan Houck, County Commissioner	DocuSigned by: Morgan Medlock E05A8D3A58D9438... By: Morgan Medlock Commissioner, BHA
Date: 5-3-2022	Date: 6/1/2022
2nd State or Contractor Signature if Needed	**LEGAL REVIEW** Philip J. Weiser, Attorney General
By: Name & Title of Person Signing for Signatory	By: _____ Assistant Attorney General
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Toni Williamson D2A31DEB619C416...
Andrea Eurich / Janet Miks/Toni Williamson

Effective Date: 6/2/2022

-- Signature and Cover Pages End --

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

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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" or "Holdover"), regardless of whether additional Extension Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. 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 Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes

to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

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 and 24-73-101, C.R.S.

R. "PHI" means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (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, Educational Records, Substance Use Disorder Information, 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.

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

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. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.

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 or decrease 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, the federal government, and any duly authorized agent of a governmental entity, 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, (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, and (v) the federal 42 Part2 for all substance use disorder information and the HIPAA Business Associate\Qualified Service Organization 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. These insurance requirements shall not be construed as caps or limitations on liability.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

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

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. 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.

E. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

H. 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.

I. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Contractor or the State.

J. 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.

K. 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.

L. 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.

M. 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 §14, 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 Contract 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. Federal Provisions (if any).

ii. Colorado Special Provisions in §19 of the main body of this Contract.

iii. HIPAA Business Associate Agreement (if any).

iv. Information Technology Provisions Exhibit (if any).

v. The provisions of the other sections of the main body of this Contract.

vi. 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 licenses, 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.

V. Other

i. Compliance with State and Federal Law, Regulations, & Executive Orders

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

ii. Accessibility

Contractor shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, et seq., C.R.S. Contractor shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at https://www.w3.org/TR/WCAG21/.

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.

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 CDHS 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.

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

SAMPLE OPTION LETTER (IF APPLICABLE)

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** Month Day, Year **Current Contract Expiration Date** Month Day, Year

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

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

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

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

D. For use with Option 1€: 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:

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

STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE SAMPLE ONLY – DO NOT SIGN By: Name & Title of Person Signing for Agency or IHE Date: SAMPLE ONLY – DO NOT SIGN	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** SAMPLE ONLY – DO NOT SIGN Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: SAMPLE ONLY – DO NOT SIGN

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Exhibit A - Statement of Work

Jail Based Behavioral Health Services

Definitions and Acronyms

Definitions and Acronyms. The following list of terms shall be applied to this contract and Statement of Work, based on the services that are provided at each respective jail:

"Behavioral Health Administration (BHA) designated inpatient restoration facility" means the facilities that are contracted with BHA to provide inpatient restoration services to individuals.

"**Bridges Program/Court Liaison"** means an individual employed or contracted with the State Court Administrator's Office (SCAO) to implement and administer a program that identifies and dedicates local behavioral health professionals as court liaisons in each judicial district. These individuals are responsible for facilitating communication and collaboration between judicial and behavioral health systems.
https://www.courts.state.co.us/Administration/Unit.cfm?Unit=bridgesThese

"Case Manager" assists in the planning, coordination, monitoring, and evaluation of services for a client with emphasis on quality of care, continuity of services, and cost-effectiveness

"Certified Addiction Specialist" - CAS (Formerly CAC II & III) requires a bachelor's degree in a Behavioral Health specialty (Psychology, Social Work, Human Services). This does not include Criminal Justice, Sociology or Nursing. These individuals are approved to provide Clinical Supervision and consultation to individuals working towards CAT or CAS. 2,000 clinically supervised hours (1,000 direct clinical hours beyond the Technician). Must pass the NCAC II exam and Jurisprudence exam.

"Certified Addition Technician" - CAT (Formerly CAC I) requires 1000 hours of clinically supervised work hours (does not require DORA registration prior to the 1000 hours). Once these hours are met, the individual is not able to perform duties until the CAT is officially approved), in addition to passing the NCAC I Exam and passing the Jurisprudence Exam.

"Competency Enhancement Program - CEP" means the program funded through SB 19-223 to provide jail-based mental health services to those awaiting an inpatient competency restoration bed.

"Competency Evaluator" is a licensed physician who is a psychiatrist or licensed psychologist, each of whom is trained in forensic competency assessments, or a psychiatrist training and practicing under the supervision of a psychiatrist with expertise in forensic psychiatry, or a

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psychologist who is in forensic training and is practicing under the supervision of a licensed psychologist with experience in forensic psychology.

“Court-Ordered Competency Evaluation” means a court-ordered examination of an individual before, during, or after trial, directed to developing information relevant to a determination of the individual’s competency to proceed at a particular stage of the criminal proceedings, that is performed by a Competency Evaluator and includes evaluations concerning restoration to Competency.

“Critical Incidents” means a critical incident is any significant event or condition that must be reported to the Department that is of public concern and/or has jeopardized the health, safety and/or welfare of individuals or staff.

“Forensic Navigator” means social workers working within the CDHS that provide proper care and coordination of pretrial individuals, which involves working with the courts, court liaisons, service providers, and conducting periodic case management evaluations across the 22 judicial districts.

“Forensic Support Team” means a group of individuals working within the CDHS who provide evaluation and competency restoration education services, case management, and assertive community treatment services to individuals awaiting competency restoration services.

“High Risk for Transfer” means an individual who has been ordered to receive inpatient restorative treatment; for whom an evaluator has determined either that the individual appears to have a mental health disorder and as a result of the mental health disorder, appears to be an imminent danger to others or to himself and/or appears to be gravely disabled.

“LAC”, or Licensed Addiction Counselor, is a behavioral health clinician who can provide co-occurring services. Master's degree or higher in Substance Use Disorders/Addiction and/or related counseling subjects (social work, mental health counseling, marriage & family, psychology, medical doctor) from a regionally accredited institution of higher learning. 3,000 clinically supervised hours (2,000 direct clinical hours). Must pass the MAC and jurisprudence exam. Designated providers of Clinical Supervision for all levels of certification and licensure, in the addiction’s profession.

“LCSW”, or Licensed Clinical Social Worker, is a social worker trained in psychotherapy who helps individuals deal with a variety of mental health and daily living problems to improve overall functioning.

“LMFT”, or Licensed Marriage and Family Therapist help couples and family members manage problems within their relationships.

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“LPC”, or Licensed Professional Counselor, is a person engaged in the practice of counseling who holds a license as a licensed professional counselor issued under the provisions of the state of Colorado.

“Long Acting Injectable (LAI)” is an injectable medication that allows for the slow release of medicine into the blood. An LAI can last anywhere from 2-12 weeks, which helps to control symptoms of mental illness and / or substance use.

“Low Risk for Transfer” means an individual who has been ordered to receive inpatient restorative treatment services and is assessed to need mental health services but does not need a referral to a Behavioral Health Administration (BHA) designated inpatient facility.

“Moderate Risk for Transfer” means an individual who has been ordered to receive inpatient restorative treatment, for whom an evaluator has determined either that the individual appears to have a mental health disorder or appears to be gravely disabled and does not appear to be an imminent danger to others or to himself at that point in time.

“Memorandum of Understanding” means a type of agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action.

“Program Level of Care Type” means the level of care a person receives while in jail awaiting a bed for inpatient restorative treatment.

“Regional Accountable Entity” is responsible for building networks of providers, monitoring data and coordinating members’ physical and behavioral health care. RAEs replace and consolidate the administrative functions of Regional Care Collaborative Organizations (RCCOs) and Behavioral Health Organizations (BHOs).

“Screening Tools” are brief questionnaires or procedures that examine risk factors, mental health/trauma symptoms, or both to determine whether further, more in-depth assessment is needed on a specific area of concern, such as mental health, trauma, or substance use.

Exhibits

A: Statement of Work - the narrative description of a project's work requirement. It defines project-specific activities, deliverables and timelines for the Contractor providing services.
B: Budget - outline of the projected cost/expenses of the project.
C: Miscellaneous Provisions - general contract provisions and requirements including standard conditions in contracts like payment procedures, audit thresholds, and recommended measures against contract violation.
D: HIPAA Business Associate Agreement /Qualified Service Organization Addendum - terms detailing required compliance with HIPAA and 42 C.F.R. Part 2 privacy regulations.

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PART ONE - GENERAL PROVISIONS

Article 1
General Administration

1.1 Participation / Catchments. County Sheriffs may develop programs either individually, or as multiple Sheriff's Departments (otherwise known as a catchment), submitting a combined work plan. If services are provided to a catchment, the fiscal agent county (the county holding this primary Contract with BHA shall enter into subcontracts with its catchment county Sheriff's Departments. BHA reserves the right to change the fiscal agent as necessary. Subcontracts entered into under this provision shall adhere to the requirements of **Exhibit C**, Miscellaneous Provisions, Section II.

1.2 Program Administrator. The Contractor shall select a JBBS Program Administrator, identify the positions' roles, responsibilities and authority, and develop a management plan that supports the JBBS Program Coordination Group. Any changes to the Program Administrator's' contact information shall be communicated via email to the Behavioral Health Administration within one business day of change to cdhs_jbbs@state.co.us

a. BHA prefers that a staff person from the Sheriff's Department assume the role of Program Administrator. The Program Administrator shall be well versed in the JBBS Program, including contractual requirements. The Program Administrator shall also participate in the JBBS Quarterly Meetings and shall oversee the JBBS Program and its operations. The Sheriff's Department is encouraged to account for this administrative position in their budget.

1.3 JBBS Program Coordination Group. The Contractor shall develop a process for implementing a Program Coordination Group within the facility, to guide and support the JBBS program. The Program Coordination Group shall meet on a regular and continual basis to ensure project implementation and goals are progressing. In addition to monthly check-ins, the JBBS Program Manager(s) will be available to attend periodic Program Coordination Group meetings for technical assistance, contract management, and support based on agency need. BHA reserves the right to record JBBS meetings as necessary. The Program Coordination Group shall:

a. Oversee program implementation.
b. Make training recommendations.
c. Measure the program's progress toward achieving stated goals, using data provided by BHA program manager(s) to guide work.
d. Resolve ongoing challenges to program effectiveness.
e. Inform agency leaders and other policymakers of program costs, developments, and progress.
f. Develop policies and protocols to ensure clinical staff have the resources and support required for service provision.

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g. For JBBS Programs serving a catchment of counties, a sheriff's department representative from each county is required to participate in the JBBS Program Coordination Group.
h. Ensure the needs of all the jails in the catchment are being met by the resources and subcontracted service providers.

1.4 Subcontractors. The JBBS Program requires a subcontract, or an MOU be in place for any and all subcontractors. See **Exhibit C**, Miscellaneous Provisions, Section II for requirements regarding the use of subcontractors.

1.5 Audits. As a participant in the JBBS program, participation in regular audits will be required. Clinical and financial documentation shall be made available for onsite or virtual review by the Behavioral Health Administration, in addition the location(s) where treatment services are being provided.

1.6 The Contractor may serve individuals who are awaiting Medicaid approval or other funds to pay for initial treatment services.

1.6 The Contractor shall provide services in a manner that respects and protects individual rights. This requirement includes providing the subcontractor with the required space to offer individual and group treatment services described in this Contract.

1.7 Recovery Support Services. SAMHSA (Substance Abuse and Mental Health Services Administration) encourages those involved in substance abuse and / or mental health treatment, to address their emotional, spiritual, intellectual, physical, environmental, financial, occupational, and social needs. JBBS programs may provide recovery support services for wraparound resources including, but not limited to, clothes, transportation, food, emergency housing/motel vouchers, or basic hygiene purchases that will assist in stabilizing the individual in the community.

1.8 The Contractor shall maintain support relationships with all points in the criminal justice system, i.e., probation, parole, diversion, Department of Corrections, etc. to ensure continuity of care.

1.9 Cultural Competency. The Contractor shall provide culturally competent and appropriate services, per National Standards for Culturally and Linguistically Appropriate Services (CLAS Standards), available at https://thinkculturalhealth.hhs.gov/clas/standards

1.10 The Contractor shall make reasonable accommodations to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.

1.11 Medication Consistency (C.R.S. 27-70-103)

a. For the sole purpose of ensuring medication consistency for persons with mental health disorders involved in the criminal justice system, for individuals participating in the JBBS

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program, Contractor shall share patient-specific mental health and treatment information with all subcontractors, clinicians, and providers involved in the individual's plan of care.

b. All such information sharing must comply with confidentiality requirements, including any necessary memorandums of understanding between providers, set for in the federal "Health Insurance Portability and Accountability Act of 1996", 45 CFR Parts 2, 160, 162, and 164.

c. Contractor is encouraged, though not required, to participate in the Minnesota Multistate Contracting Alliance for Pharmacy Cooperative Purchasing Agreement to purchase medication and to utilize the Medication Consistency formulary developed by CDHS and HCPF.

d. If Contractor does not utilize the Medication Consistency formulary developed by CDHS and HCPF, Contractor shall provide a copy of the medication formulary available at Contractor's jail. A copy of the CDHS and HCPF formulary is available on the CDHS Website.

e. Contractor shall not bill inmates for appointments or medications otherwise covered by JBBS. See **Exhibit B**, Budget and Rate Schedule for a list of covered meds

Article 2
Confidentiality and HIPAA / 42 CFR Part Two

2.1 HIPAA Business Associate Addendum / Qualified Service Organization Addendum. The Contractor shall agree to comply with the terms of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, **Exhibit D** of this Contract.

2.2 Third Parties and Business Associate Addendum / Qualified Service Organization Addendum.

a. The Contractor shall require that any third parties, including subcontractors or other partner agencies, that it involves for work to be done pursuant to this Contract agree to the most recent CDHS version of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, found in **Exhibit D** of this Contract.

b. A HIPAA Business Associate Addendum / Qualified Service Organization Addendum is required between subcontracted treatment provider agencies for any program that has more than one treatment subcontractor agency rendering services in the jail in order to share assessments and screenings between subcontracted treatment provider agencies.

2.3 Additional Measures. The Contractor shall agree to the following additional privacy measures:

a. Safeguards. The Contractor shall take appropriate administrative, technical and physical safeguards to protect the data from any unauthorized use or disclosure not provided for in this agreement.

b. Confidentiality. The Contractor shall protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. The Contractor shall ensure that individual level identifiable data or

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Protected Health Information (PHI) shall not be reported or made public. The Contractor shall ensure that all persons (e.g., interns, subcontractors, staff, and consultants) who have access to confidential information sign a confidentiality agreement.

Article 3
Financial Provisions

3.1 Cost Reimbursement / Allowable Expenses. This contract is paid by cost reimbursement. See **Exhibit B**, Budget and Rate Schedule, for a list of reimbursable expenses. The Rate Schedule is non-exhaustive; other items expensed to this Contract must be reasonable toward completion of the contract terms, are reviewable by BHA, and shall not exceed any detail in the budget in this regard.

3.2 Staff Time Tracking and Invoicing. The Contractor shall ensure expenses and staff are tracked and invoiced separately for each program or funding stream. Any other funding sources or in-kind contributions supporting the JBBS Program shall be disclosed in the invoice submission. Invoices will be submitted to cdhs_bhapayment@state.co.us by the 20th of the following month.

3.3 General Accounting Encumbrances (GAE). Some Parts under this Statement of Work may utilize general accounting encumbrances. Detailed information regarding the general accounting encumbrances can be found in those Parts.

3.4 Procurement Card. BHA recommends, although does not require, counties to consider the use of a procurement card to be used for expenses related to the JBBS program. Contractor shall follow its county's internal guidance and policies for use of procurement cards.

3.5 Proportional Reduction of Funds. The Behavioral Health Administration has the unilateral authority to proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 40% of the contract budgeted amount by November 30th, the Behavioral Health Administration may proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 65% of the contract budgeted amount by February 28th, the Behavioral Health Administration may again proportionately reduce the contract budget amount to match current spending rates.

3.6 Fiscal Agent County Responsibilities. Where a county is acting as a fiscal agent for other counties, the fiscal agent county shall pay invoices received by the catchment counties within 45 days of receipt.

3.7 Other Financial Provisions, including invoicing instructions can be found in **Exhibit C**, Miscellaneous Provisions.

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Article 4
Advance Payment for Jails with Financial Need

4.1. Purpose. Some county jails are not financially able to support the traditional cost reimbursement structure of this Contract. To increase accessibility to JBBS funding, BHA has established the following advance payment structure for JBBS services, available to jails that demonstrate financial need and agree to the additional financial monitoring provisions included in this section.

4.2 Participation. Contractor's participation in this program will be noted in Exhibit B - Budget.

4.3 Application.

a. Contractors requesting an advance payment model must submit an application to BHA by February 15[1], to cdhs_jbbs@state.co.us. The application must include:
   i. Statement of Financial Need (template provided by BHA), signed by its financial representative.
   ii. Written plan for compliance with the Advance Payment Fund Controls described in this Article 4; and
   iii. Projected cost reimbursement budget for the upcoming year on the template provided by BHA.
b. Contractors that were previously approved for an advance payment model will reapply using the BHA Advance Payment Reapplication template letter, available from BHA Program Managers, due to cdhs_jbbs@state.co.us by February 15 annually.
c. BHA will notify Contractor of BHA's final decision to grant or deny the request for the advance payment model by March 15.[2]
d. Approved Jails will be paid under the advance payment model upon execution of Contractor's contract for the following state fiscal year, provided that the contract is renewed.

4.4 Advance Payment Fund Controls

a. Contractor shall maintain a separate fund or account for the funds from this Contract, which is not commingled with other accounts or funds.
   i. Contractor shall describe the type of account, purpose, authorized balance, custodian, and the fund in which the cash is reported within five business days of the opening or designation of this account.
   ii. No receipts may be deposited to the fund other than approved replenishments and increases to the authorized balance as described above.
b. Contractor shall submit its balance sheet and ongoing cash report against the advance payment to BHA at cdhs_bhapayment@state.co.us after the initial 2-month payment on July 1 and as a submission for its quarterly reconciliation.

[1] Note: applications for Fiscal Year 2022 may be approved on a different timeline.

[2] Note: applications for Fiscal Year 2022 may be approved on a different timeline.

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c. Advance Funds are public funds and shall never be used for personal cash advances; check cashing services to anyone, including to employees; loans; or unrelated expenditures.

4.5 Payment Procedure.

a. BHA shall prepare an initial invoice in the amount of two months of contract services in the amount of 2/12ths of the approved budget submitted by Contractor as part of its application and submit to Contractor for signature by June 15 annually.
    i. BHA will make this initial payment to Contractor by July 7 annually.
b. Beginning with July's expenses, Contractor shall submit regular cost reimbursement invoices based on actual spending in accordance with the Payment Terms in Exhibit C, Section V.C.
c. The revolving account balance may be adjusted based upon the results of quarterly reconciliations.
d. Medication Assisted Treatment services described in Part IV Article I will not be paid in advance. MAT services will be paid from the established General Accounting Encumbrance according to the terms of Part IV Article III.

4.6 Reconciliation

a. Process
    i. Jail submits required documentation from the county accounting system, due to cdhs_jbbs@state.co.us by the 20th of the month following the end of the quarter:
        1. Revenues and expenses for this program.
        2. Cash reconciliation for this specific cash account, including Deposits and disbursements. Actual bank statements may be an appropriate attachment for confirmation of expenses.
    ii. BHA performs reconciliation to actual expenses as indicated
    iii. Payment adjustments may be made based on the reconciliation.
    iv. Invoiced amounts for the last quarter of the year should be applied against the remaining balance in the cash fund, to prevent the need for repayment of funds to BHA.
    v. Any funds remaining in the cash fund in excess of the actual invoiced amount for the full year must be returned to BHA by September 10th for the prior fiscal year.
b. Schedule
    i. In the first month of Quarter 2 (October), reconcile BHA payments from July 1 through September 30 to actual expenses utilizing the Jail's detailed expenditures from July 1 through September 30, while maintaining up to two month's projected expenses for services in the upcoming months.
    ii. In the first month of Quarter 3 (January), reconcile BHA payments from October 1 through December 31 to actual expenses utilizing the Jail's detailed expenditures from October 1 through December 31, while maintaining up to two month's projected expenses for services in the upcoming months.
    iii. In the first month of Quarter 4 (April), reconcile BHA payments from January 1 through March 30 to actual expenses utilizing the Jail's detailed expenditures

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from January 1 through March 30, while maintaining up to two month's projected expenses for services in the upcoming months.

iv. A final fiscal year end reconciliation of BHA payments from April 1 - June 30 will occur in July, at which time funds may be payable to the State. A new revolving fund balance for the new fiscal year will be established to meet jail cash flow needs.

PART TWO - SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES

Article 1
Purpose and Target Population

1.1 Purpose. As used in this Statement of Work exhibit, the State and the Contractor together are referred to as the "Parties". The Parties understand and agree that the goal of the Jail Based Behavioral Health Services (JBBS) Program is to support county Sheriff's in providing screening, assessment and treatment for offenders with substance use disorders (SUD) and co-occurring substance use and mental health disorders, as well as transition case management services. Through funds authorized by the Colorado General Assembly (SB 12-163), the Behavioral Health Administration (BHA) intends to continue funding the Jail Based Behavioral Health Services Programs as set forth in this Contract.

1.2 Target Population. Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW, CAS), who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low-cost services in the community to inmates upon release.

Article 2
Activities and Services

2.1. Licensed Substance Use Disorder Treatment Requirements.

a. Eligible individuals must have a substance use disorder and/or a co-occurring mental health disorder (determined by SUD and MH screening) to be eligible to receive services under the JBBS program.

b. Individual treatment providers must hold a Substance Use Disorder Provider license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).

c. Contractor shall implement policies and procedures on how subcontracted treatment provider(s) will manage and maintain clinical records for the individuals served at the outpatient community location. The providers must follow the same protocols and policies for record management for services offered in the jail.

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d. Contractor shall provide appropriate screening(s), assessment(a), brief intervention and linkage to care in the community, based on an individualized treatment and/or transition plan.

i. Contractor shall utilize evidence-based screening processes and tools (see page 11; Article 2, 2.1), subject to approval by BHA, to screen for mental health disorders, substance use disorders, trauma, traumatic brain injuries and suicidality.

e. Each individual's treatment / transition plan shall incorporate:

i. Summary of the continuum of services offered to individuals based on evidence-based curricula.

ii. Frequency and duration of services offered.

iii. If an individual's treatment will be provided by more than one treatment provider, describe how services are distributed between providers.

iv. Incorporation of criminogenic risk factors in service and transitional case planning as determined from the Level of Supervision Inventory (LSI).

v. The individual's natural communities, family support, and pro-social support.

vi. A plan to transition individuals from jail-based services to appropriate behavioral health and other needed community services upon release from incarceration.

vii. Contractor shall provide treatment to individuals in need of services in accordance with the treatment and transition plan described above.

Article 3
Standards & Requirements

3.1 Authorizing Legislation and Description of Services. The Jail Based Behavioral Health Services (JBBS) Program is funded through the Correctional Treatment Cash Fund legislated in the passage of Senate Bill 12-163. Section 18-19-103 (c), C.R.S. directs the judicial department, the Department of Corrections, the state board of parole, the Division of Criminal Justice of the Department of Public Safety, and the Department of Human Services to cooperate in the development and implementation of the following:

a. Alcohol and drug screening, assessment, and evaluation.

b. Alcohol and drug testing.

c. Treatment for assessed substance abuse and co-occurring disorders.

d. Recovery support services.

The Correctional Treatment Fund Board has determined the Jail Based Behavioral Health Services (JBBS) Program meets the requirements set forth in SB 12-163.

3.2 Level of program care. Services offered by the Contractor hereunder shall meet ASAM Level 1 or 2.1 level of care.

Article 4
Data Reporting

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4.1 Contractor is required to report information in the BHA Jail Based Behavioral Health Services (JBBS) CiviCore Database or another database as prescribed by BHA.
Data must reflect current individual enrollment and services provided by the 15th day of each calendar month to allow BHA staff to utilize current data. The following data elements will be captured in the Civicore JBBS database or another database as prescribed by BHA:

a. A record for each individual who screened "positive" for a mental health disorder or substance use disorder; other screenings completed and results thereof.

b. Basic demographic and working diagnosis information (including veteran status and pregnancy status, if applicable).

c. For individuals in jail more than 30 days and who are admitted to the JBBS program, it is recommended that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.

d. The type and dosage of medications provided for Medication Assisted Treatment (MAT). Please see **Exhibit B** for allowable medications.

e. Number of individuals who successfully transition to community-based services upon release.

f. Program discharge outcomes and treatment status in the community after discharge.

4.2 The Contractor agrees to respond to BHA's inquiries about data submissions within two (2) business days and work with BHA to quickly resolve any data issues.

4.3 Contractor is required to notify BHA of any staffing changes within 48 hours, as this individual's Database access will need to be removed.

Article 5
Performance Measures

5.1 Performance Measures:

a. **Transition Tracking Outcomes.** The goal of the JBBS program is to identify treatment service needs and assist with engagement in community-based treatment services upon release. Contractor shall make reasonable efforts to contact all JBBS individuals who are successfully discharged from the program and released to the community at one, two, six and 12 months post release. The individual's treatment status shall be recorded in the CiviCore JBBS database, or another data system as prescribed by BHA. If a client remains engaged in treatment post-release, JBBS may continue to provide support through the Contractor's Recovery Support Services section of their budget, for up to 12 months. The following are the treatment status options:

    i. Deceased – In the event of death of the individual post-release.

    ii. In Treatment – Individual is engaged in community-based treatment services as recommended in the transition plan.

    iii. New Crime/Regressed - Individual returned to jail for violations or committed a new crime.

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iv. Not Applicable - Individual sentenced to Department of Corrections, Probation, Community Corrections, or treatment status not applicable at month two, six, or 12 due to prior tracking status of Deceased, New Crime/Regressed, or Treatment Completed.

v. Not in Treatment – Individual is reported by the community-based treatment provider as not in treatment or the individual reports to not be in treatment services as recommended on the transition plan.

vi. Status Unknown – Individual cannot be located.

vii. Treatment Completed – Individual has completed treatment as recommended in the transition plan.

b. Recidivism. JBBS aims to decrease the rate of reincarceration of former JBBS participants. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs.

c. BHA may conduct an annual analysis of recidivism. The following will apply to this analysis:

i. JBBS participants who have received treatment services or groups will be included in the recidivism analysis.

ii. “Recidivism” is the analysis that will be defined as re-arrest and reincarceration for a new crime or a technical violation related to the individual's original charge.

iii. Recidivism Target. Programs will ensure that data in the JBBS Database pertaining to the most recent complete fiscal year (July 1 - June 30) is verified and correct by the 15th of July following the fiscal year so that the recidivism analysis may be completed by BHA.

Article 6
Deliverables

6.1 For Deliverables under this section, please see Part 7 - JBBS Program Deliverables

PART THREE - MENTAL HEALTH TREATMENT (SB 18-250)

Article 1
Purpose & Target Population

1.1 Purpose. The Behavioral Health Administration (BHA) is committed to efforts to provide resources to support County Sheriffs in providing screening, assessment and treatment for mental health and substance use disorders or co-occurring disorders; as well as transition case management services to people who need such services while they are in jail. The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to Section 18-19-103 (5)(c)(V).

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The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs.

In October 2012, the Correctional Treatment Board voted to fund additional Jail Based Behavioral Health Services Programs to additional counties across the State. As of February 2022, there are JBBS programs in 47 county jails across the State of Colorado.

In May 2018 the Colorado General Assembly passed Senate Bill 18-250, which mandated the JBBS Program under Colorado Revised Statutes 27-60-106. Additional mental health funding was allocated to the JBBS program to address gaps in services for mental health disorder screening, assessment, diagnosis and treatment. Additionally, these funds may support psychiatric prescription services and purchase of medications. Sheriff's Departments that currently operate JBBS programs, as well as new applicants, are eligible to request these funds. Sheriff's Departments may submit an individual application, or they may submit a combined application if they would like to apply in conjunction with other County Sheriff's Departments.

To carry out the JBBS program, Sheriff's Departments may partner with local community provider(s) who can demonstrate the ability to provide services within the jail, and the capacity to provide or link individuals released from jail to free or low-cost services in the community.

1.2 Target Population. Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW or LMFT), who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low-cost services in the community to inmates upon release.

Article 2
Activities & Services

2.1 Services. It is best practice that all jails should be utilizing evidence-based screening tool(s) and practices to screen for any potential mental health and/or substance use disorders and withdrawal, as well as suicide risk.

The Contractor shall:

a. Provide adequate staff to complete behavioral health screenings, prescribe psychiatric medications as necessary; and provide mental health counseling, substance use disorder treatment and transitional care coordination.

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b. Upon identification of an individual who may be a candidate for JBBS services, a referral by jail staff should be made to a JBBS clinician within 48 hours, or, when the individual is medically cleared to be screened, via the appropriate channels (e.g. inmate kite, email).
c. Assess all individuals booked into the jail facility for psychiatric medication needs by requesting and reviewing medical and prescription history.
d. Have access to psychiatric medications, as defined by the medication formulary established pursuant to section 27-70-103 or by their contracted medical provider.
e. Coordinate services with local community behavioral health providers prior to the release of an inmate to ensure continuity of care following his or her release from the jail.

2.2 Training and Meetings. The Contractor shall provide training to improve correctional staff responses to people with mental illness. The Contractor shall determine the amount of training necessary to ensure, at a minimum, a group of trained staff is able to cover all time shifts. The training should provide sufficient opportunities for hands-on experiential learning, such as role play and group problem solving exercises. Cross-training opportunities shall be provided to behavioral health personnel and other stakeholders to help improve cross-system understanding. BHA is able to provide assistance with training the Medical Team staff regarding the MAT services and resources across the state.

a. Program Orientation: The Contractor shall attend a mandatory orientation session with the BHA Program Manager and Fiscal Staff, to be organized by BHA as soon as it is practicable execution of the contract.
b. Program Meetings and Required Training: Program meetings and other required training will be scheduled throughout the term of the JBBS Program contract. This includes the JBBS Learning Community, JBBS Round Table, and the JBBS Quarterly Workgroup.

2.3 Evidence-Based Practices. The Contractor shall use evidence-based and promising practices within the screening and service delivery structure to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

2.4 Individualized Service Provision. The Contractor shall link individuals referred to the program to community based behavioral health supports and services, as appropriate based on the specific needs of the individual to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system.

Article 3
Standards and Requirements

3.1 Mental Health Treatment Provider. The subcontracted mental health treatment provider/individual must be licensed and in good standing with the Department of Regulatory

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Agencies (DORA). The subcontracted mental health treatment provider(s) must adhere to all rules and regulations set forth by their license and are prohibited from practicing outside their scope of training.

Article 4
Deliverables

4.1 For Deliverables under this section, please see Part 7 - JBBS Program Deliverables

PART FOUR - JAIL MEDICATION ASSISTED TREATMENT (SB 19-008)

Article 1
Purpose & Target Population

1.1 Purpose. Senate Bill 19-008 concerns treatment of individuals with substance use disorders who come into contact with the criminal justice system. Section 6 of the bill requires jails that receive funding through the jail-based behavioral health services program to allow medication-assisted treatment to be provided to individuals in the jail. The jail may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment. "Medication-assisted treatment" or "MAT" means a combination of behavioral therapy and medications approved by the Federal Food and Drug Administration to treat SUD disorders.

1.2 Target Population. 18 years of age and older, residing in county jail(s), SB 19-008 enacts policies related to the involvement of persons with substance use disorders in the criminal justice system.

Article 2
Activities & Services

2.1 Provision of Medication-Assisted Treatment. Contractors engaging 19-008 funding shall expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:

a. Have a policy in place for the provision of Medication-Assisted Treatment (MAT) and how it will be implemented. A copy of this policy will be provided to BHA before MAT services are provided. If a policy is not provided and MAT services are not offered, an explanation as to why will be provided to BHA prior to any BHA JBBS funds being issued. See Part Seven, Article 1.5 for more details on how this needs to be submitted.

b. Identify program appropriate individuals via screening.

c. Link persons with SUD with a community based clinical care provider.

d. Initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail.

e. Provide patient education surrounding SUD and the types of treatment available in their community.

f. Develop and routinely review individualized treatment plans.

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2.2 Allowable Expenses. The following are allowable expenses in the provision of the services above specific to this Part, reimbursable in accordance with the BHA-approved rate schedule.

a. Fee for service agreements with contractors for treatment, medical staff, and medications.

b. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone.

c. Jail payroll expenses for interventions, medical staff, and medications.

d. Facility and equipment upgrades related to MAT.

e. Training and staff development for MAT Invoice requests are due to BHA as expenses are incurred. Only one month's expenses are allowed per invoice.

Article 3
Standards and Requirements

3.1 General Accounting Encumbrance. This program will be funded by a General Accounting Encumbrance (GAE). 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 the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3.2 Program Policies and Plans.

a. Contractor shall adhere to the policy or plan for its jail submitted to satisfy the deliverable described in Part Seven, Article 1.5.

b. A Sheriff who is the custodian of a county jail or city and county jail may enter into agreements with community agencies, behavioral health organizations, and substance use disorder treatment organizations to assist in the development and administration of medication-assisted treatment in the jail.

3.3 License Requirements.

a. Providers licensed as an opioid medication assisted treatment (OMAT) program shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.320: Opioid Medication Assisted Treatment (OMAT).

b. Providers handling controlled substances shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.300: Controlled Substance License Requirements, which includes direction on the safe storage and handling of controlled substances.

3.4 Level of Program/Care. OMAT provider facilities shall meet ASAM Level 1 Outpatient Treatment or 2.1 Intensive Outpatient level of care.

3.5 Tiered MAT Funding.

a. Contractors will be provided with funding for MAT services based on the following tiered system created by BHA:

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TIER 1. This is the base tier, a starting point for jails that may have high barriers and/or resource shortage. It is primarily for jails that only offer Vivitrol and Buprenorphine continuations for pregnant individuals. If Contractor at this tier anticipates spending over $5,000 in a year, it must provide a budget to BHA for pre-approval.

TIER 2. This is the middle tier for established programs, but these programs may have some barriers and are not offering a full FDA MAT medication list yet. This is primarily for jails that offer continuations for inmates for Buprenorphine products as well as Vivitrol. An additional $10,000 may be offered if Methadone is offered as a continuation for inmates. If Contractor at this tier anticipates spending over $35,000 in a year, it must provide a budget to BHA for pre-approval.

TIER 3. This is the top tier for established programs. It should include full induction and continuation of all FDA approved medications. Jails in this group would submit a budget (could be $150,000 or more) for their MAT program, submit a work plan outlining how they will screen, refer, provide medications while incarcerated, and transfer care of those individuals to community MAT providers upon release.

b. MAT funding based on Tiers will be based on Program Manager's discussion with the contracted jail. If a program chooses to prove eligibility for a higher tier, this will be taken into consideration for the following contract year. A jail will stay within one tier for an entire contract year but can move up or down depending on proved eligibility and need.

Article 4
Deliverables

4.1 For Deliverables under this section, please see Part 7 - JBBS Program Deliverables

PART FIVE - JBBS PROGRAM DELIVERABLES

Article 1

1.1 Deliverables for All JBBS Programs

a. JBBS Work Plan. Using the JBBS Statement of Work, the Contractor is required to design a work plan based on the five criteria listed below. The Annual Work Plan should specify the following information for each service in which the Contractor will participate in. See JBBS Work Plan Template at the end of this document.

b. Annual Report. The Contractor shall submit to the State the previous year's Annual Report by EOB July 31, utilizing the JBBS Reporting Template provided by BHA. The Contractor shall submit this report via email to cdhs_jbbs@state.co.us

c. JBBS Database Reporting.

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i. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database using the following URL: https://fw.civicore.com/jbbhs or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

ii. Data Entry shall include:

a. Basic individual demographic and working diagnosis information.
b. Booking date (date that the individual was booked into jail).
c. Screening date and results (Mental Health, Substance Use, Traumatic Brain Injury, Trauma, and Suicidality) for all individuals who screen "positive" for a mental health disorder or substance use disorder.
d. Admission date (date that individual began receiving JBBS services).
e. If applicable, results of Level of Supervision Inventory (LSI/LSI-R) risk assessment (recommended for individuals admitted to the JBBS program who are in jail more than 30 days).
f. Individual-level services provided (date of service, type of service, duration of service, and any additional applicable information), including any Medication Assisted Treatment services provided (date of service, duration of service, type of MAT service, specific MAT medication, and any other applicable information, including frequency of dosage).
g. Date, duration, and participants who attended for treatment or case management group sessions.
h. Discharge date and type (unsuccessful discharge or successful discharge, depending on whether the individual is actively participating in the JBBS program at the time of discharge). BHA utilizes discharge and admission dates to approximate sentence length and measure progress toward shortening sentence lengths.
i. Date tracked and treatment status in the community, tracked at month 1, month 2, month 6, and month 12 after discharge.

iii. The Contractor or Contractor's designated subcontractor shall complete Drug Alcohol Coordinated Data System (DACODS), Colorado Client Assessment Records (CCAR), and Encounters - or other BHA prescribed data system records, according to the following schedule:

a. Encounters are due by the last business day of each month for all services provided during the previous month.
b. CCARs are due by the last business day of the month following the admission, annual update, or discharge of a client.
c. DACODS are due by the 15th of the following month for admissions into, and discharges from, JBBS services.

See the latest version of the Finance & Data Protocol - Protocol #1 Special Studies Codes and Eligibility for more details.

d. Workgroup Attendance. BHA facilitates JBBS Program Meetings every other month. The Contractor shall ensure that a representative from each jail participates in the

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meetings. The representative(s) who attends the meetings shall be responsible for relaying the information discussed during the meetings to the rest of the Contractor's program organizational structure.

e. Critical Incidents. The Contractor shall ensure any critical incident involving a JBBS client that occurs within the jail, is documented and shared with the Behavioral Health Administration (BHA) via an encrypted email to cdhs_bha_ci@state.co.us, within 24 hours of the time the incident occurs. It is recommended that the Contractor include this reporting requirement in all subcontractor agreements. The documentation should include the following:

i. Date and time of incident
ii. Location of the incident
iii. The nature of the incident
iv. How the incident was resolved
v. Name[s] of staff present
vi. Whether the incident resulted in any physical harm to the participant or any staff.

f. Copy of Proposed Subcontract. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_jbbs@state.co.us within 30 days of subcontract execution. The subcontract will be evaluated to ensure it is in compliance with the maximum rates established in the Annual Budget document provided by BHA.

g. Site Visits. The JBBS Program Manager(s) shall conduct site visits for the purpose of providing technical assistance support and quality assurance monitoring of the program on a periodic/as needed basis.

h. Monthly Contract Monitoring Tool. The Contractor shall submit a completed contract monitoring tool to their assigned JBBS program manager no later than the 20th of the month with the prior month's information. JBBS program managers will update this internally.

i. **Plan of Action.** Contractors who do not meet the deliverables above, or any additional deliverables listed below, for which they have been provided funding, shall be asked to submit a plan of action to improve program performance for the current or next fiscal year.

j. Monthly BHA Invoice. Invoices will be submitted to cdhs_bhapayment@state.co.us by the 20th of the following month. Only one month's expenses are allowed per invoice. Supporting documentation will only be required in the event of an audit, but these records should be maintained by the Contractor.

k. Spending Projection Plan. If a contractor is underspent by greater than 40% of their budget by mid fiscal year (Nov 30), Contractor shall submit a spending projection plan. Failure to submit the spending plan and failure to effectively utilize funding could result in reduction in the current year budget.

l. Behavioral Health Screenings:

i. Individuals involved in the JBBS program are required to complete an evidence based behavioral health screen for each of the following five categories: Substance Use Disorder, Mental Health, Suicide, Trauma and Traumatic Brain

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Injury. This information should be used to formulate a comprehensive treatment plan to include appropriate referrals.

ii. For individuals who are admitted to the JBBS program and are in custody more than 30 days, it is recommended that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.

1.2 Additional Deliverables Related to Mental Health Expansion (SB 18-250)

a. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 7, Article 1, Section 1.1, Subsection c, above, the following additional data related to Mental Health Expansion shall be collected:

i. Whether the individual is receiving mental health services only, not SUD services (checkbox in JBBS Database).

1.3 Additional Deliverables Related to Competency Enhancement (SB 19-223)

a. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 7, Article 1, Section 1.1, Subsection c, above, the following additional data related to Competency Enhancement shall be collected:

i. Whether the individual is involved in the competency restoration process (checkbox in JBBS Database).

ii. Whether the individual has returned to jail after receiving competency restoration services (checkbox in JBBS Database).

1.4 Additional Deliverables Related to Pre-Sentence Reentry Coordinator Services

a. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 7, Article 1, Section 1.1, Subsection c, above, the following additional data related to Pre-Sentence Reentry shall be collected:

i. Whether the individual is pre-sentence at time of admission (checkbox in JBBS (CiviCore) Database.

1.5 Additional Deliverables Related to Jail Medication-Assisted Treatment (SB 19-008)

a. Organizational Structure. All Contractors participating in JBBS shall determine and provide an organizational structure designed to facilitate and promote effective MAT

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program administration. Describe the use of evidence based best practices for coordination of care for identified inmates. This report is due via email to cdhs_jbbs@state.co.us by August 1 annually.

b. Policies. Prior to MAT services being delivered, the Contractor shall provide BHA a written policy for their intended Jail MAT service delivery method, via email to cdhs_jbbs@state.co.us. Contact JBBS Program Manager for additional information on creating MAT policies.

c. Barrier Reports. If Contractor does not yet deliver MAT in its jail, Contractor shall submit a report detailing the barriers Contractor is experiencing that have prevented MAT delivery in the jail. Describe the capacity or efforts needed to get the jail into compliance or ability to provide MAT in the jail, including but not limited to withdrawal management, screening, and coordination of care for inmates identified for MAT. The report is due via email to cdhs_jbbs@state.co.us by August 1 annually.

d. Start-Up Plans. In the first year that Contractor will deliver MAT in its jail, Contractor shall submit a report of ramp-up activities that will occur in the first four months of the project via email to cdhs_jbbs@state.co.us by August 1 annually.

e. Work Plan and Budget Submission/Approval. In order to access MAT funds, Contractor must submit a work plan selecting an MAT tier and describing how the funds will be used. If Contractor's proposed budget exceeds the soft cap described in its tier (described in Part Six, article 3.5 above), Contractor shall provide an initial budget to the BHA JBBS Program Manager with Contractor submission of the work plan. BHA JBBS Program Manager will respond with an approval, a request for more information, or a rejection with cause. Budgets in excess of its tier's soft cap must be approved in advance in writing by the BHA JBBS Program Manager. Contractors with ongoing MAT programs must submit the workplan and budget by June 1 annually for the upcoming state fiscal year (beginning July 1). Contractors beginning new MAT programs must submit the workplan and budget prior to commencing services billed to this fund. Contractor work may not commence until the work plan and budget are approved by the BHA JBBS Program Manager.

f. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields as outlined in Part 7, Article 1, Section 1.1, Subsection c, above. Data shall be entered in the JBBS (Civicore) Database, or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

Table 1

Below is the deliverables table required by BHA, for each JBBS related service.

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Program	Deliverable	Description	Due Date	Responsible Party	Deliver to
All	Provide annual work plan	See Part 7, Article 1, Section 1.1, Subsection a, above	By EOB April 1, for the following fiscal year	Contractor	cdhs_jbbs@state.co.us
All	BHAH invoice	See Part 1, Article 3, Section 3.2, above	By 20th of following month for previous month's expenses	Contractor	cdhs_bhapayment@state.co.us
All	Report critical incidents	See Part 7, Article 1, Section 1.1, Subsection e, above	Within 24 hours of incident	Contractor	cdhs_bha_ci@state.co.us
All	Provide JBBS annual report	See Part 7, Article 1, Section 1.1, Subsection b, above	By EOB July 31 of the current year	Contractor	cdhs_jbbs@state.co.us
All	Workgroup attendance	See Part 7, Article 1, Section 1.1, Subsection d, above	Quarterly	Contractor	Locations TBD
All	Send BHA copy of proposed subcontract	See Part 7, Article 1, Section 1.1, Subsection f, above	Within 30 days of contract being signed	Contractor	cdhs_jbbs@state.co.us
All	Site Visits	See Part 7, Article 1, Section 1.1, Subsection g, above	Ongoing / as needed	BHA	Locations TBD
All	Contract Monitoring Tool	See Part 7, Article 1, Section 1.1, Subsection	Ongoing, by the 20th of each month for all	Contractor	JBBS Program Manager

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		h, above	services provided during the previous month		
Mental Health Expansion (SB 18-250)	Data entry specific to SB 18-250	See Part 7, Article 1, Section 1.2, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
Competency Enhancement (SB 19-223)	Data entry specific to SB 19-223	See Part 7, Article 1, Section 1.3, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
Pre-sentence Reentry Coordinator Services	Data entry specific to pre-sentence Reentry coordinator services	See Part 7, Article 1, Section 1.4, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
JMAT (SB 19-008)	Organizational structure	Part 7, Article 1, Section 1.5, Subsection a, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Policies	Part 7, Article 1, Section 1.5, Subsection b, above	Prior to MAT services being delivered	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Barrier Reports	Part 7, Article 1, Section 1.5,	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us

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		Subsection c, above			
JMAT (SB 19-008)	Start-Up Plans	Part 7, Article 1, Section 1.5, Subsection d, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Work Plan and Budget Submission/Approval	Part 7, Article 1, Section 1.5, Subsection e, above	Within five (5) business days of plan submission	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Data Entry Specific to JMAT (SB 19-008)	Part 7, Article 1, Section 1.5, Subsection f, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services

JBBS Work Plan

1. **Identify the Project Name, Purpose and Timeline**

   i. The Project Name will be either JBBS/Substance Use Disorder Treatment, JBBS/Mental Health Treatment, JBBS/Pre-Sentence Coordinator, JBBS/Competency Enhancement, or JBBS/Medication Assisted Treatment (MAT).
   ii. The Purpose will include what you hope to accomplish by providing JBBS services in your facilities.
   iii. The Timeline will be June 30, 2022 - July 1, 2023

2. **Put Your Work Plan into Context**

   i. This should include an introduction and background of the facility's JBBS program.

   ii. Write an introduction and background to better outline why you need this project to happen - *Creating context and establishing the problem, helps explain why you need the solution.* Examples could include an increase in substance abuse usage, increase in mental health disorders, increased jail population, high recidivism rates, Colorado state statute requirements, etc.…

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iii. Describe the overall goal of the JBBS program. Examples can include who is eligible for services, how will referrals to the program be made, what are the admission criteria, how services will be provided, etc.…
iv. If the facility is a new JBBS program, please include a brief summary of how and why JBBS services will be implemented into your facility, and what you hope to gain from this program.

3. **Establish Your Goals and Objectives:** Goals and objectives should be developed in an integrated, multi-disciplinary fashion, which includes the active and ongoing participation of the offender, jail staff and community providers. Examples could include:

   i. What are / will be, the assessments and screenings between subcontracted treatment provider agencies?
   ii. How will you interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, (i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans, community service agencies, and other licensed clinicians in private practice), to meet individuals' treatment needs?
   iii. What is the service array available within the community to program participants upon their release from jail, OR, if there are limited services available in your area, highlight this as a potential barrier.
   iv. Which recovery support services (RSS) are most needed in your community and/or catchment area and how will the provider or Sheriff's Department use a portion of their budget to meet these needs?
   v. What security protocol and reporting requirements are expected from the treatment provider?
   vi. What is the current capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs?
   vii. What are/will be, the continuum of services being offered, pursuant to this Contract based on evidence-based curricula?
   viii. What will the frequency and duration of services offered look like? Discuss the availability of services during the week and hours of operation, as well as include a breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position.

4. **Define and Coordinate Your Resources:**

   i. Determine and provide an organizational structure designed to facilitate and promote effective administration of the JBBS program (should include jail staff as well as any subcontracted staff).
   ii. Describe how you plan to link offenders with community services upon their release from custody.

5. **Understand Your Constraints:** Are there any obstacles that are going to get in the way of providing these services?

   i. Examine if there are any barriers to treatment within the jail? Within the community?

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ii. If so, it is possible to address these and, if so, how do you plan to do that?

6. **Discuss Risks and Accountability:** Here you will highlight any foreseeable risks to the program, as well as who will be accountable for each aspect of the program.

   i. Activities, services, budgets, plans, timelines, goals, and outcome measures included in the Work Plan shall be interpreted as being material contractual performance requirements, outcomes, measures, and contract deliverables of the Contractor.

The work plan, once approved by BHA, shall be incorporated into this Contract by reference as work requirements of the Contractor supplemental to Contractor work requirements under the current Contract Exhibit A, Statement of Work, as amended.

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COLORADO
Office of Behavioral Health
Department of Human Services

EXHIBIT B, FY23 ANNUAL BUDGET

BHA Program	JBBS

Agency Name	Gunnison County
Budget Period	July 1, 2022 - June 30, 2023
Project Name	JBBS

Program Contact, Title	Adam Murdie, Undersheriff
Phone	970-641-7657
Email	amurdie@gunnisoncounty.org
Fiscal Contract, Title	Jody Wisem, Accountant
Phone	970-641-7679
Email	jwise@gunnisoncounty.org
Date Completed	March 22, 2022

SERVICE CATEGORIES		
Services (Fixed Price per rate Schedule)	**Funding Source**	**Total**
Substance Use Disorder Treatment	State General Fund	77,600.00
Mental Health Treatment	State General Fund	77,600.00
	Total Contract	**155,200.00**

General Accounting Encumbrance - Medication Assisted Treatment	
MAT Services	
GAE Total	**1,483,700.00**

GAE total for all Contractors is $1,483,700. No minimum amount is guaranteed to Contractor. Funds are invoiced as earned per the terms of Exhibit A and the following Rate Schedule.

JBBS RATE SCHEDULE	
Statewide Maximum Salaries	
Positions should be hired at salary levels indicative of qualifications, experience, and organization pay schedules. This table indicates a maximum salary only. It is understood that many positions will be hired at lower salary levels than the state maximum.	
Licensed Therapist (LPC/LCSW/LAC/LMFT)*	$82,400/year
Unlicensed Master's Level Therapist or Substance Abuse Counselor (example CAS)*	$66,950/year
Unlicensed Bachelor's Level Therapist or Substance Abuse Counselor (example CAS)*	$61,800/year
Case Manager (CM) *	$56,650/year
Certified Addiction Technician (CAT)	$43,260/year
Physician Assistance (PA) *	$123,600/year
MD/DO *	$258,805/year
JBBS Program Administrator (Primary responsibility of managing the jail's JBBS program.) *	$100,522/year
Pre-sentence Coordinator *	$70,00/year
Pharmascist (Pharm-D)	$131,933/year
Registered Nurse *	$74,160/year
Data Entry Clerk	$41,200/year
Peer Support Specialist	$35,000/year
Qualified Medication Administration Person (QMAP)	$15.50/hour
***BHA will reimburse salaries up to the state maximum**	
***BHA may consider rates 10% above statewide maximum salaries pending justification from jails and written pre-approval by BHA**	
Travel	
Mileage (IRS rate)	$0.59/mile
Operating Expenses	
Maximum total percentage of contract budget	10%
Training and continuing education for jail employees/clinicians (including but not limited to QMAP, CIT, Motivational Interviewing, Mental Health First Aid, Trauma Informed Care, (Certified Addiction Specialist -Classes only) may be included in the operating expenses	
BHA may pay for one licensing test per clinician (NCE, MAC, NCAC). Up to $200 per clinician, per test.	
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
Indirect Expenses	
Maximum total percentage of contract budget	10%
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
RECOVERY SUPPORT SERVICES	

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Allowed Services *	Additional Notes
Application Fees ID / Birth Certificates	
Indigent Backpacks	
Basic Hygiene Items	
Bicycles	May be provided if client is engaged in treatment services for 2 + months post release. 1 bike per person.
Bus Pass – Daily, Monthly	
Child Care	1 month limit per client, per child
Clothing	
Educational Costs (books, supplies, and fees)	
Emergency Housing/Rental Assistance	90 day limit per person
Food Assistance	
Gas Vouchers	
GED Program / Testing	
Job Placement Training	
Life Skills Training	
Medical Assistance – copays / infectious disease testing	Limit of $250.00 per person
Medications	30 day limit per person
Personal Care (eg. haircuts)	
Phone Cards	Limit of $15.00 per person
Pre-paid Cell Phones	To be paid for upon release and after client attends 2 appointments in the community. Cost of the phone and up to 2 months of bills.
Printed Resources	
Transportation Assistance	
Transportation to Residential Treatment	Out of state travel to treatment will need prior approval by BHA
UA / BAs	Limit of $100.00 per person
Utilities	1 month limit per client
*** BHA may consider other expenses pending justification from jails and written pre-approval by BHA**	

MEDICATIONS

Medication reimbursement will be based on a) providers established rate or b) jail purchase agreement rate or c) in the absence of an established rate or jail purchase agreement rate the following BHA rate schedule.

Psychotropic Medication will be reimbursed at rate established on Preferred Drug List (PDL) which can be found at https://www.colorado.gov/hcpf/pharmacy resources

Medication	Rate
Methadone	$18/day. Methodone treatment, including medication and integrated psychosocial and
Naltrexone (oral)	Monthly Medication Rate: $85. Monthly Prescriber Rate: $150
Depot-naltrexone (injectable) (Vivitrol)	$1,376/unit; 380mg injection (extended release) per month
Buprenorphine (pregnancy) - 8mg	$41/month
Buprenorphine (pregnancy) - 2mg	$31/month
Buprenorphine/naloxone sublingual film (suboxone) - 12mg/3mg	$275/month
Buprenorphine/naloxone sublingual film (suboxone) - 8mg/2mg	$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 4mg/1mg	$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 2mg/0.5mg	$80/month
Naloxone (Narcan)	Unit Cost: $75. Prescriber Rate: $35
Suboxone and generics	$5.55 / unit @30 days = $166.50 for a 2mg-0.5mg dose; range can increase from 4mg-
Buprenorphine - 8mg	$41/month
Buprenorphine - 2mg	$31/month
Sublocade (injectable)	$1,376/unit; 380mg injection (extended release) per month

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Exhibit C
Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on an BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Option Letter

For contracts using State funding: The State may increase or decrease the rates established in the Contract in **Exhibit B, "Budget**," based upon a cost-of-living adjustment to the relevant lines in the Long Bill through an option letter. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Contract Section 23, **"Sample Option Letter."** Delivery of Goods and performance of Services shall continue at

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the same rates and terms as described in this Contract.

D. Start-up Costs
If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

E. Immediate Notification of Closures / Reductions in Force
If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

F. Contract Contact Procedure
The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency (“Continuity of Operations Plan” or “Plan”).
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will serve as an amendment to the contract for the timeframe identified and agreed to by BHA and the Contractor.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.

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a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
b. Contractor and BHA will agree in writing when the emergency situation is sufficiently resolved and agree to a closeout period that is four weeks or less.
c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

H. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (https://thinkculturalhealth.hhs.gov/) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_bhadeliverables@state.co.us by August 31 annually:
    a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
    b. Submit a completed CLAS checklist that follows this HHS format: https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf

I. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such

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treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

II. Use of Subcontracts.

A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
   1. To the extent a subcontractor is used, the Contractor shall provide a copy of the subcontract to BHA cdhs_bhadeliverables@state.co.us.
   2. Contractor shall ensure that its subcontractors perform to the terms of this Contract.

B. Any subcontract for services must include, at a minimum, the following:
   3. A description of each partner's participation
   4. Responsibilities to the program (policy and/or operational)
   5. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.

C. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, BHA cdhs_bhadeliverables@state.co.us within 30 days of subcontract execution.

D. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.

E. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

III. Additional Remedies

A. Duty to Act in Good Faith
The Contractor shall comply with all the provisions of this contract and its amendments, if any, and shall act in good faith in the performance of the requirements of said contract. The Contractor agrees that failure to act in good faith in the performance with said requirements may result in the assessment of remedial actions, liquidated damages and/or termination of the contract in whole or in part and/or other actions by the State as allowed by law as set forth in this contract.

B. Corrective Action
The State will notify the Contractor of non-compliance and subsequently, after consultation with the Contractor, will establish a schedule for the Contractor to cure non-compliance. The Contractor shall be responsible for the submission of a plan of corrective action in accordance

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with said schedule. If full compliance is not achieved, or a plan of action for correction is not submitted and approved by the State within the scheduled time frame, the State may exercise remedies specified in the General Provisions "Remedies" section of this Contract. If the State determines that the Contractor continues to be out of compliance with the Contract, the State may exercise liquidated damages herein.

C. Liquidated Damages.
If an extension of time is not granted by the State, and the required performance associated with this contract is not received from the Contractor then liquidated damages of $300 a day will be assessed and may be permanently withheld from payments due to the Contractor for each day that performance is late. The parties agree that incomplete or incorrect performance shall also be cause for "late performance." The parties agree that the damages from breach of this contract are difficult to prove or estimate, and the amount of liquidated damages specified herein represents a reasonable estimation of damages that will be suffered by the State from late performance, including costs of additional inspection and oversight, and lost opportunity for additional efficiencies that would have attended on-time completion of performance. Assessment of liquidated damages shall not be exclusive of or in any way limit remedies available to the State at law or equity for Contractor breach.

IV. Audit Requirements

A. Independent Audit Requirements

6. "Independent financial audit" shall be defined as follows– a financial audit conducted by a certified public accounting firm or certified public accountant (CPA) in accordance with generally accepted accounting principles and applicable federal regulations. The CPA or firm must be independent of the Contractor. "Independent" means not a regular full-time or part-time employee of the Contractor and not receiving any form of compensation from the Contractor other than compensation that the CPA receives for the conduct of the financial audit.

7. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of $300,000 or more during its fiscal year shall have an independent financial audit performed annually. The audit shall identify, examine, and report the income and expenditures specific to operation of the services described in this contract. The audit will be presented in the format specified in the "Accounting and Auditing Guidelines" for Colorado Department of Human Services, Behavioral Health Administration (BHA), found on the BHA website.

8. The Contractor agrees to comply with the qualified or disclaimer opinion rendered by the independent auditor on financial statements or the negative opinion on peer review reports. Non-compliance with these standards shall result in enforcement of remedies against the Contractor as provided in this Contract.

B. Annual Single Audit

1. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of $750,000 or more during its fiscal year, then the

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Contractor or sub-contractor shall have an audit of that fiscal year in accordance with the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507), the provisions for which are outlined in **n/a.**

V. Financial Requirements

A. Funding Sources
1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget."**
2. If a Single Audit is performed in accordance with Section III.B. above, the Contractor shall report the amount of the federal grant identified in the budget under the CFDA number identified on the first page of this Contract.
3. The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Budget Reallocations
1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

C. Payment Terms
1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA.
3. All payment requests shall be submitted electronically to cdhs_bhapayment@state.co.us
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to cdhs_bhapayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

EXHIBIT D
HIPAA BUSINESS ASSOCIATE / 42 PART 2 QUALIFIED SERVICE ORGANIZATION AGREEMENT

This HIPAA Business Associate/42 Part 2 Qualified Service Organization 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, 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.

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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.

d. 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).

e. 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.

f. 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.

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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.

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

h. 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.

i. 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.

j. 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.

k. 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.

l. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

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m. 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.

n. 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.

o. 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.

p. 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

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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.

q. 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.

r. 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.

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ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

s. 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.

t. 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.

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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.

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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

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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.

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APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is s 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.

    ii. The Associate:
        A. Acknowledges this agreement qualifies as a Qualified Service Organization Addendum as the agreement is between a Substance Abuse Program ("Program") and a Qualified Service Organization as defined by 42 C.F.R. Part 2.

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B. Acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any information received from the Program identifying or otherwise relating to the patient in the Program ("protected information"), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2. Protected information encompasses protected health information ("PHI") and references to PHI shall be understood to include protected information.
C. Agrees to resist any efforts in judicial proceeding to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse patient Records, 42 C.F.R. Part 2.
D. Agrees that if the Associate enters into a contract with any agent or subcontractor, the agent or subcontractor will agree to comply with 42 C.F.R Part 2.
E. Agrees to ensure that any agent or subcontractor to whom the Associate provides protected information received from the Program, or creates or receives on behalf of the Program, agrees to the same restrictions and conditions that apply through this agreement to the Associate with respect to such information.
F. Agrees that redisclosure of protected information is prohibited unless permitted by 42 C.F.R. Part 2.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement.

i. Reserved.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for County Agreement; Project Hope of Gun

Action Requested: County Manager Signature

Parties to the Agreement: Project Hope of Gunnison Valley

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

Summary:

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents.

Fiscal Impact: 10,000

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 2/1/2023

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

Comments:
Legally sufficient. SO 2/2/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/2/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/3/2023

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

Agenda Date: 2/7/2023

Revised April 2015

COUNTY AGREEMENT

Project Title: PROJECT HOPE OF GUNNISON VALLEY

Award Period: **JANUARY 1, 2023 TO DECEMBER 31, 2023**

Award: $10,000

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: **Project Hope of Gunnison Valley**
PO Box 1812
Gunnison, Colorado 81230
Contact Name: **Jessica Wurtz**
Telephone: (970) 641-2712
Email: director@hope4gv.org

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Ten Thousand and No/100 U.S. dollars (**$10,000)** (the

"Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. Project Scope. Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. Authorized Representative. Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. Payment of Award. Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. Reporting Requirement. Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. Compliance with Regulatory Requirements and Federal and State Mandates. Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. Confidentiality. The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. Publicity. The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. Security Breaches and Personal Information

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. **Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Community Administration Department Katherine Haase 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email khaase@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Project Hope of Gunnison Valley PO Box 1812 Gunnison, Colorado 81230 Jessica Wurtz (970) 641-2712 Email:director@hope4gv.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2023.

RECIPIENT: PROJECT HOPE OF GUNNISON VALLEY

Name: _____
Title: _____
Date: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____
Matthew Birnie
County Manager

Date: _____

COUNTY AID AGREEMENT

Project Title: PROJECT HOPE OF GUNNISON VALLEY

Award Period: **JANUARY 1, 2023 TO DECEMBER 31, 2023**

Award: $10,000

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Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: **Project Hope of Gunnison Valley**
PO Box 1812
Gunnison, Colorado 81230
Contact Name: **Jessica Wurtz**
Telephone: (970) 641-2712
Email: director@hope4gv.org

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12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

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17. **Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Community Administration Department Katherine Haase 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email khaase@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Project Hope of Gunnison Valley PO Box 1812 Gunnison, Colorado 81230 Jessica Wurtz (970) 641-2712 Email:director@hope4gv.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

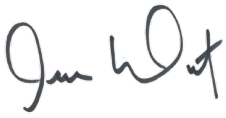
24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2023.

RECIPIENT: PROJECT HOPE OF GUNNISON VALLEY

Name: Jessica Wurtz
Title: Executive Director
Date: 02/02/2023



BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____
Matthew Birnie
County Manager

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for County Agreement; Gunnison Valley Ani

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison Valley Animal Welfare League

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

Summary:

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents.

Fiscal Impact: 9,500

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 2/1/2023

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

Comments:
Legally sufficient. SO 2/2/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/2/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/3/2023

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

Agenda Date: 2/7/2023

Revised April 2015

COUNTY AGREEMENT

Project Title: GUNNISON VALLEY ANIMAL WELFARE LEAGUE

Award Period: **JANUARY 1, 2023 TO DECEMBER 31, 2023**

Award: $9,500

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: **Gunnison Valley Animal Welfare League**
PO Box 1834
98 Basin Park Drive
Gunnison, Colorado 81230
Contact Name: **Kathy MacAllister**
Telephone: (970) 641-1173
Email: info@gvawl.org

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Nine Thousand and Five Hundred U.S. dollars (**$9,500)** (the "Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying

information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to

the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. Effect of Project Completion or Termination. Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

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by the Recipient to:	Gunnison County Community Administration Department Katherine Haase 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email khaase@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Gunnison Valley Animal Welfare League PO Box 1834 98 Basin Park Drive Gunnison, Colorado 81230 Kathy MacAllister (970) 641-1173 Email: info@gvawl.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. Assignment. Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

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21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2023.

RECIPIENT: GUNNISON VALLEY ANIMAL WELFARE LEAGUE

Name: _____
Title: _____
Date: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____
Matthew Birnie
County Manager

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for County Agreement; Gunnison Valley Hea

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison Valley Health Foundation

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

Summary:

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents.

Fiscal Impact: 11,500

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 2/1/2023

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

Comments:
Legally sufficient. SO 2/2/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/2/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/3/2023

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

Agenda Date: 2/7/2023

Revised April 2015

COUNTY AGREEMENT

Project Title: GUNNISON VALLEY HEALTH FOUNDATION

Award Period: **JANUARY 1, 2023 TO DECEMBER 31, 2023**

Award: $11,500

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: **Gunnison Valley Health Foundation**
711 N. Taylor Street
Gunnison, Colorado 81230
Contact Name: **Jennifer Birnie**
Telephone: (970) 642-8400
Email: jbirnie@gvh-colorado.org

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Eleven Thousand and Five Hundred U.S. dollars (**$11,500)** (the

"Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. Project Scope. Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. Authorized Representative. Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. Payment of Award. Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

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12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

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15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

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by the Recipient to:	Gunnison County Community Administration Department Katherine Haase 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email khaase@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	**Gunnison Valley Health Foundation** **711 N. Taylor Street** **Gunnison, Colorado 81230** **Jennifer Birnie** (970) 642-8400 **Email:**jbirnie@gvh-colorado.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

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20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

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22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2023.

RECIPIENT: GUNNISON VALLEY HEALTH FOUNDATION

Name: _____
Title: _____
Date: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____
Matthew Birnie
County Manager

Date: _____

22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

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25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the 30 day of JANUARY 2023.

RECIPIENT: GUNNISON VALLEY HEALTH FOUNDATION

Name: Jennifer Birnie
Title: Executive Director
Date: 1/30/23

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____
Matthew Birnie
County Manager

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for County Agreement; Gunnison Conservati

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison Conservation District

Term Begins: January 1, 2023 **Term Ends:** **Grant Contract #:**

Summary:

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents.

Fiscal Impact: 6,000

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 2/1/2023

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

Comments:
Legally sufficient. SO 2/2/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/2/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/3/2023

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

Agenda Date: 2/7/2023

Revised April 2015

COUNTY AGREEMENT

Project Title: GUNNISON CONSERVATION DISTRICT

Award Period: **JANUARY 1, 2023 TO DECEMBER 31, 2023**

Award: $6,000

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: **Gunnison Conservation District**
216 N. Colorado St
Gunnison, Colorado 81230
Contact Name: **Caroline Czenkusch**
Telephone: (970) 275-7063
Email: gunnisoncd@gmail.com

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Six Thousand and No/100 U.S. dollars (**$6,000)** (the "Award").

The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. Project Scope. Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. Authorized Representative. Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. Payment of Award. Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. Reporting Requirement. Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. Compliance with Regulatory Requirements and Federal and State Mandates. Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. Confidentiality. The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. Publicity. The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. Security Breaches and Personal Information

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. **Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Community Administration Department Katherine Haase 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email khaase@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Gunnison Conservation District 216 N. Colorado St Gunnison, Colorado 81230 Caroline Czenkusch (970) 275-7063 Email: gunnisoncd@gmail.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2023.

RECIPIENT: GUNNISON CONSERVATION DISTRICT

Name: _____
Title: _____
Date: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____
Matthew Birnie
County Manager

Date: _____

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IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the 1 day of February 2023.

RECIPIENT: GUNNISON CONSERVATION DISTRICT

Name: CAROLINE CZENKUSCH
Title: DISTRICT MANAGER
Date: 1/2/23

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____
Matthew Birnie
County Manager

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for County Agreement; Gunnison Country Fo

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison Country Food Pantry

Term Begins: JANUARY 1, 2023 **Term Ends:** **Grant Contract #:**

Summary:

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents

Fiscal Impact: 12,000

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

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 2/1/2023

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

Comments:
Legally sufficient. SO 2/2/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/2/2023 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/3/2023

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

Agenda Date: 2/7/2023

Revised April 2015

COUNTY AGREEMENT

Project Title: GUNNISON COUNTRY FOOD PANTRY

Award Period: **JANUARY 1, 2023 TO DECEMBER 31, 2023**

Award: $12,000

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: **Gunnison Country Food Pantry**
PO Box 7077
Gunnison, Colorado 81230
Contact Name: **Jodi Payne**
Telephone: (970) 641-4156
Email: Director@gunnisoncountryfoodpantry.gov

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

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"Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

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11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

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13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

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15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

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17. **Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Community Administration Department Katherine Haase 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email khaase@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Gunnison Country Food Pantry PO Box 7077 Gunnison, Colorado 81230 Jodi Payne (970) 641-4156 Email:Director@gunnisoncountryfoodpantry.gov

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2023.

RECIPIENT: GUNNISON COUNTRY FOOD PANTRY

Name: _____
Title: _____
Date: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____
Matthew Birnie
County Manager

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for County Agreement; Six Points Evaluati

Action Requested: County Manager Signature

Parties to the Agreement: Six Points Evaluation and Training, inc.

Term Begins: JANUARY 1, 2023 **Term Ends:** **Grant Contract #:**

Summary:

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents

Fiscal Impact: 12,000

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

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 2/1/2023

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

Comments:
Legally sufficient. SO 2/2/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/2/2023 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/3/2023

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

Agenda Date: 2/7/2023

Revised April 2015

COUNTY AGREEMENT

Project Title: SIX POINTS EVALUATION AND TRAINING, INC.

Award Period: **JANUARY 1, 2023 TO DECEMBER 31, 2023**

Award: $12,000

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: **Six Points Evaluation and Training, Inc.**
PO Box 1002
1160 N. Main St
Gunnison, Colorado 81230
Contact Name: **Daniel Bruce**
Telephone: (970) 641-3081
Email: director@sixpointsgunnison.org

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Twelve Thousand and No/100 U.S. dollars (**$12,000)** (the "Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

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9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying

information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to

the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. Effect of Project Completion or Termination. Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. Notices. Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Community Administration Department Katherine Haase 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email khaase@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Six Points Evaluation and Training, Inc. PO Box 1002 1160 N. Main St Gunnison, Colorado 81230 Daniel Bruce (970) 641-3081 Email:director@sixpointsgunnison.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. Assignment. Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2023.

RECIPIENT: SIX POINTS EVALUATION AND TRAINING, INC.

Name: _____
Title: _____
Date: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____
Matthew Birnie
County Manager

Date: _____

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2023.

RECIPIENT: SIX POINTS EVALUATION AND TRAINING, INC.

Name: DANIEL BRUCE
Title: Executive Director
Date: 1/30/2023

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____
Matthew Birnie
County Manager

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Letter of Support; Mountain Express F

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Mountain Express request for BOCC letter of support for grant application

Fiscal Impact:

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/1/2023

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 2/7/2023

Revised April 2015

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

From: Cathie Pagano, Assistant County Manager for Community & Economic Development
To: BOCC
Date: January 30, 2023
Re: Mountain Express letter of support

Jeremy Herzog, Executive Director of Mountain Express has requested a letter of support from the Board of County Commissioners. Mountain Express is applying for a federal grant for approximately $13 million to support their new facilities at Whetstone Industrial Park. As part of Mountain Express's five-year strategic plan, they are planning the construction of a new facility which is instrumental to improve service offerings and make the transition to an EV fleet seamless.

A draft letter of support is attached for your consideration. Thank you.

Gunnison County Board of County Commissioners
Phone: (970) 641–0248 • Fax: (970) 641–3061
Email: bocc@gunnisoncounty.org • www.GunnisonCounty.org

February 28, 2023

Secretary Pete Buttigieg
U.S. Department of Transportation
1200 New Jersey Avenue SE
Washington, DC 20590

Subject: **Support for the Mountain Express Bus Storage, Maintenance, and Operations Facility for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant Program**

Dear Secretary Buttigieg:

Gunnison County is writing to express support for the Mountain Express Bus Storage, Maintenance, and Operations Facility that has been submitted for funding consideration through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant program from the U.S. Department of Transportation. Gunnison County has long been involved with supporting the Mountain Express to ensure excellent mobility throughout the north end of the county.

Gunnison County has a vested interest in ensuring that mobility is a top priority. Transit services connect residents, employees, and visitors to major activity centers for jobs, schools, shopping, medical care, and recreation, thereby contributing to the economic vitality of the region. The surrounding communities depend on the Mountain Express to transport citizens and visitors since the majority of the service area population is car dependent and access to employment requires vehicle use or public transportation. The County is dedicated to seeing this project succeed and will continue to support it throughout its stages. We believe completion of this project will ensure the Mountain Express can continue to provide safe, efficient, and reliable public transit to our region and will help support the future evolution and growth of the Mountain Express.

We look forward to our continued partnership with the Mountain Express and to the implementation of this project.

Sincerely,
Gunnison County Board of Commissioners

Jonathan Houck, Commissioner Liz Smith, Commissioner Laura Puckett Daniels, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Memorandum Agreement between Parent P

Action Requested: Other Joni and my signature

Parties to the Agreement:

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

Summary:

already reviewed by attorney's office for 2022, this is the 2023 contract.

Fiscal Impact:

Submitted by: Kari Commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 2/1/2023

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

Comments:
Legally sufficient. SO 2/3/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/3/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/3/2023

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

Agenda Date: 2/7/2023

Revised April 2015

MEMORANDUM OF AGREEMENT
between Parent Possible and Gunnison County Health & Human Services

This agreement highlights the roles and responsibilities of both Parent Possible and Gunnison County Health & Human Services (herein referred to as "PAT site"). The PAT site agrees to designate an individual (herein referred to as "PAT Supervisor") responsible for administering Parents as Teachers (PAT) in their local community (including Gunnison and Hinsdale counties). The PAT site shall not expand outside of their current service area without prior discussion with the PAT Program Director or PAT Program Manager at Parent Possible. The PAT site agrees to remain a PAT Affiliate in order to receive the following support from Parent Possible.

Parent Possible State Office Commitment:

1. Training and Technical Assistance (T/A): Parent Possible will provide relevant, critical training to PAT staff in Colorado to enhance program implementation and to purposefully connect program staff with each other to share best practices. Parent Possible will provide PAT site an opportunity for feedback after trainings and an opportunity to provide input on training needs via an annual training needs assessment survey. Annual training and T/A activities include:

   PAT Core Trainings
   - Foundational Training and Model Implementation Training - at least four held with the Colorado Training Team each year
   - Foundational 2 (3 Through Kindergarten) Training - at least four held with the Colorado Training Team each year

   Grantee Trainings
   - Covering model fidelity requirements, reporting requirements, resources, supervision, and best practices for specific grants
   - Held at least annually by grant source (MIECHV, TGYS), more often for grant-related special topics (evaluation, financial reporting, etc.)

   New Supervisor On-Boarding
   - Facilitate access to necessary resources, such as Basecamp, PAT National Center (PATNC) Portal, and Visit Tracker
   - Facilitate access to and registration information about appropriate trainings, which could include PATNC New Supervisor Institute, Reflective Supervision, and training on evaluation tools
   - Provide on-boarding training about Parent Possible and the intermediary role
   - Provide regular on-boarding meetings with the PAT team as needed

   Topical Workshops/Trainings
   - To strengthen PAT Parent Educator and PAT Supervisor core competencies; topics and schedule vary based on ongoing projects and annual training needs assessment
   - Workshops/Trainings may be hosted by Parent Possible or may be provided by other trainers recommended by Parent Possible

Monthly Calls/Webinars

- Monthly calls to strengthen affiliate model fidelity and provide important updates from PAT National Center related to Essential Requirements and Quality Standards; topics and schedule vary based on annual training needs assessment
- Monthly calls include additional MIECHV-specific topics and updates, as needed

Annual Parent Possible Home Visiting Conference

- To provide relevant and valuable professional development and networking opportunities for PAT Parent Educators and Supervisors
- Workshops will be planned using input from affiliate conference committee as well as training needs assessment and feedback surveys

2. Quality and Fidelity Assurances: Parent Possible will provide support to PAT site to ensure program fidelity to model standards. Quality and fidelity services and activities include:

PAT Start-Up Assistance

- Outreach presentations to community members to encourage new PAT site development
- Consultation on the completion of the Affiliate Plan, Foundational & Model Implementation Training, and understanding the PAT Essential Requirements
- On-site or virtual assistance with new PAT site to ensure adequacy of systems to support implementation with fidelity
- New Supervisor orientation including data collection
- Telephone consultation and/or in-person meetings with funding partners of new PAT site, if requested

Pre-Award Risk Assessment

- Verification that PAT site's financial systems comply with Parent Possible's grant funding at the start of any new funding relationship with sites
- Desk-based monitoring throughout the duration of the funding if low-risk; additional on-site monitoring and T/A if high risk or if significant change occurs in organizational or fiscal leadership

PAT Fidelity Site Visits

- On-site visits (if deemed safe) with PAT site to observe programming and review files and documentation to ensure model implemented with fidelity
- Annual on-site or virtual visits for all MIECHV-funded PAT sites; at least once every two years for all other sites; as needed by site request or if significant changes at PAT site
- Written feedback to sites after site visits to include goals for Continuous Quality Improvement (CQI)

Quality Consultation/Support/Quality Endorsement & Improvement Process (QEIP)

- Support to sites that do not meet full fidelity in completing their PAT Essential Requirements Success Plan
- Partner with sites participating in the PATNC Target Fidelity Project to implement Success Plan and monitor PAT fidelity throughout project, which may include phone

calls and in-person or virtual meetings
- Support to sites going through QEIP, which may include site visits, trainings, cohort conference calls, and serve as liaison between site and PATNC
- Support to MIECHV sites with annual CQI goal and serve as liaison between site and Colorado Department of Public Health & Environment (CDPHE)

3. Role with PAT National Office: Parent Possible will act as a liaison between the PAT National Center (PATNC) and PAT sites in Colorado. This includes:
    - Regular participation in PAT meetings, trainings, and phone calls (i.e., state leader meetings, national conference, Implementation Support Provider calls, and other ad hoc committees)
    - Quality/Fidelity communication with PATNC to ensure innovation and improvements are consistently applied with fidelity to the model and to inform PATNC of potential areas for improvement, clarification, or additional support
    - Relay relevant information and training from PATNC to Colorado's PAT sites
    - Review Annual Performance Report (APR) prior to submission to PATNC to identify errors or missing data
    - Relay PAT site affiliate status and any necessary actions following PATNC's APR review

4. Funding and Strategic Partnerships: Parent Possible will maintain strong relationships with foundation and government funders that directly fund sites to ensure broad understanding of the PAT model and its outcomes. This includes:

    Communication
    - Provide advice to foundation and government funders (as requested) on funding proposals from PAT sites
    - Make presentations, provide reports and updates as requested, and advocate as necessary with the State Legislature and/or with Members of Congress to maintain or increase funding

    Additional Funding
    - Secure annual grants when available to support local programming
    - Serve as lead agency, re-granting funds and providing overall management of public grant resources for PAT sites when available
    - Disseminate information on relevant funding opportunities to PAT sites as appropriate

5. Collaboration and Messaging: Parent Possible will ensure PAT is well positioned throughout Colorado, with a positive image and strong partnerships to achieve greater ends. Activities include:
    - Maintain leadership roles with key organizations and initiatives to increase the visibility of PAT in Colorado and to ensure PAT's "seat" at appropriate tables (e.g., Colorado Home Visitation Coalition, Colorado Early Childhood Summit, Colorado MIECHV Stakeholder Leadership Group)
    - Engage in regular communication and collaboration with other key groups and initiatives

- Maintain memberships with relevant entities to highlight PAT's impact in Colorado
- At least annual, if not more frequent, communication with key direct funders of Colorado's PAT sites to ensure broad understanding of model requirements and specific site challenges
- Colorado MIECHV - Ongoing and regular (at least monthly) meetings with Colorado Department of Early Childhood to communicate site progress and challenges. Provide guidance to sites in completing the RFA and developing scopes of work, provide review of contract scope and budget changes
- Provide regular opportunities for PAT site staff to collaborate with other PAT site staff statewide to share best practices, ask programmatic questions, and support PAT efforts statewide

6. Evaluation and Reporting: Parent Possible will lead statewide evaluation and reporting efforts to demonstrate statewide outcomes for children and families served by PAT. The results obtained from evaluation efforts may be used for writing reports (shared with home visiting sites across Colorado, with National Offices for HIPPY and PAT, and across partnering organizations throughout the nation) or presented at conferences and meetings

   Quality Assurance
   - Review of PAT APR to ensure completeness and accuracy of data
   - Semi-annual check of demographic data used for evaluation, TGYS, and MIECHV reporting

   Data Management Systems
   - Visit Tracker - provide training and T/A to ensure sites are using the system optimally; regularly monitor data entry and system usage (at least monthly for MIECHV sites; at least quarterly for all other sites).
   - Keep sites up to date on relevant Visit Tracker updates to ensure data entry and reporting are efficient and effective
   - On-site and webinar data training and T/A for supervisors/coordinators at MIECHV-funded sites (initial training upon hire; follow-up ongoing as needed to coincide with state and federal reporting due dates)

   PAT Evaluation & Reporting
   - Annual assessment of outcomes from Colorado PAT Participant Survey, Bracken (BSRA-3) and PICCOLO (parent-child observation tool);
   - Refine evaluation plan and update PAT Participant Survey questions with input from members of the Evaluation Task Force
   - Aggregate analysis will be completed of assessment tools, given sufficient data are provided from sites. Aggregate site-level and state-level reports will be shared with PAT sites (survey and/or assessment results may not be provided if site has a small caseload of families). Site may receive family-level results upon request
   - Maintain communication with the Research department at PAT National Center
   - TGYS – mid- and end year aggregate and site-level reports to Colorado Department of Human Services for sites funded through Parent Possible; coordination of TGYS parent and staff survey collection
   - MIECHV – Monthly, quarterly, and semi-annual reports to Colorado Department of Early

Childhood and Colorado Department of Public Health and Environment for MIECHV sites
- Provide ad hoc data to other early childhood stakeholders as needed, including for advocacy and foundation funding needs
- *All hard copy data files will be destroyed within five years after evaluation completes (or based on specific funder document retention requirements)*

7. Vroom Training, Technical Assistance, and Materials: Parent Possible will provide support in all aspects of integrating Vroom into existing program operations. Vroom support includes:
    - Trainings related to Vroom, the Science of Vroom, and developments in early childhood neuroscience. Training documents will also be posted on the Vroom Basecamp Community for easy access. Training can be requested at any time by emailing the Vroom Partner Manager
    - Technical support related to Vroom tools and resources (e.g., the Vroom application, Vroom-by-Text, Vroom.org, the Vroom YouTube channel, Vroom training documents)
    - Assistance integrating Vroom into the PAT site and overall service delivery
    - Free bilingual Vroom materials including tip card sets, posters, postcards, flyers, decals, and stickers. Updated materials will be posted on Basecamp for easy access and can be ordered by email, phone, or in person with the Vroom Partner Manager
    - Newsletter, social media, and networking opportunities to feature Vroom implementation efforts throughout Colorado
    - Administration of an annual Vroom evaluation at the program level ("Vroom Partner Evaluation")

The PAT Local Site Commitment:

1. Promote the Parents as Teachers Program: The PAT site will promote the PAT program to all eligible parents/caregivers in their service area as a voluntary enrollment program.

2. Recruit, Train, and Support Parent Educators: The PAT site will ensure appropriate screening, provide ongoing training, and notify Parent Possible when new Parent Educators are hired or when existing PAT staff leave their position. Parent educators will attend FMI training prior to conducting home visits and will receive assessment training prior to administering assessments.

3. Recruit, Train, and Support PAT Supervisors: The PAT site will ensure appropriate screening, provide ongoing training, and notify Parent Possible when new Supervisors are hired or when existing PAT supervisors leave their position. New PAT Site Supervisors will participate in on-boarding activities and training with Parent Possible and PAT National Center, to include attending the PATNC New Supervisor Institute, Reflective Supervision trainings, and regular meetings with Parent Possible staff.

4. Program Delivery: The PAT site will implement the PAT program with fidelity to the Essential

Requirements and work with Parent Possible and PAT National Center to participate in the Quality Endorsement and Improvement process. If all Essential Requirements are not being met, the PAT site will work with Parent Possible to identify areas and deadlines for improvement.

5. Communication: The PAT site will contact Parent Possible immediately with staffing changes, including start and end dates of all PAT staff. The PAT site will contact Parent Possible when support is needed and/or if challenges occur. The site will notify Parent Possible at least 90 days prior to ending their PAT Affiliate services. To ensure relevant announcements and program updates are observed, PAT Site Supervisors and/or lead Parent Educators will regularly check the Basecamp platform and/or Basecamp emails for the "PAT", "Vroom", and other assigned Learning Communities. The PAT site will respond to Parent Possible's request for information or feedback within 3 working days whenever possible.

6. Maintain Database: The PAT site is required to use the Visit Tracker database for data collection. The PAT site will regularly update and maintain the Visit Tracker database in addition to other forms/systems required by grant funding. Data required by PATNC and MIECHV or TGYS, if applicable, will be collected from all participants and entered into Visit Tracker. Each month's data will be updated in the database by the 5th of the following month (e.g., August data must be entered by September 5th)

7. Meetings, Calls and Trainings: The PAT site agrees to participate regularly in Parent Possible trainings, calls, and meetings with other PAT sites from around the state. The purpose of these meetings is to share ideas, successes, and challenges and to discuss strategies in building broad public support for the PAT program across the state. PAT Supervisors are strongly encouraged to participate as important information is conveyed, and opportunities are provided to dialogue with other PAT sites statewide. If a site misses a call, they are expected to listen to the call recording and/or connect with the PAT Program Director or PAT Program Manager at Parent Possible within 5 business days.

8. Family File Review: The PAT site will ensure all family files are up-to-date and include all forms and records required by PAT National Center (PATNC) and Parent Possible. The PAT site agrees to provide family files for review when requested by Parent Possible. Sites will include verbiage in the Participation Agreement form that families sign to give permission for their file to be reviewed by a representative of Parent Possible and/or PATNC. If the family does not give permission, the site will notify Parent Possible or a representative of PATNC prior to a file review.

9. Annual Affiliate Reports: The PAT site agrees to complete the Annual Performance Report (APR), and all other reports requested by Parent Possible specific to funding and/or site visits. The APR should be completed no later than July 31st. Reports will be returned to Parent Possible by the deadlines given. Failure to comply with deadlines may jeopardize existing and/or future funding

10. Annual Affiliate Agreement and Fees: The PAT site agrees to remain in compliance with PAT National Center by signing and complying with the PATNC Annual Affiliate Agreement, submitting

annual affiliate fees, and ensuring Parent Educators submit annual renewal fees on time

11. Sharing of Stories/Pictures: The PAT site agrees to share stories and pictures from Parent Educators and visited parents/caregivers about their experience with PAT and Vroom. (Site will have families sign a photo release that includes Parent Possible specifically)

12. Parent Possible Data Collection and Program Evaluation: The PAT site agrees to fully cooperate and participate in the annual evaluation process initiated by Parent Possible across the state. Evaluation activities include:
    - Ensure guardians sign the Parent Possible Informed Consent Form upon enrollment
    - Create Read-Only Admin log-in for Parent Possible Evaluation Team in Visit Tracker to enable more targeted support for data entry, tracking, and reporting questions. In addition, sites have the option to create a Helper Admin account for Parent Possible to allow for even more streamlined support.
    - Maintain consistent data entry into the Visit Tracker database
    - Accept all data sharing requests from Parent Possible in the Visit Tracker database to allow for all necessary reporting and data management
    - Administer Parent Possible surveys with PAT participants either online, or if completed on paper, return original versions to the Parent Possible office by deadlines provided
    - Administer the Bracken (BSRA-3) with age-appropriate children twice annually according to the most recent administration protocol and enter results into Visit Tracker
    - Administer the PICCOLO assessment to families with age-appropriate children at least once annually according to the most recent administration protocol and enter results into Visit Tracker
    - Share other site program evaluations, if applicable
    - Data at the site will be stored in a confidential manner (in the PAT site's office in a locked cabinet behind a locked door).

13. Vroom Program Delivery: The PAT site will implement Vroom through the following process:
    - Provide updates upon request from the Vroom Partner Manager and/or when site information changes
    - Complete Vroom Partner Survey
    - Attend bi-annual Vroom Community Gathering calls (Spring and Fall) to learn about Vroom updates and initiatives, order Vroom materials, request support, and connect with other Vroom partners across the state
    - New staff to attend a quarterly "Vroom Training and Info Workshop" or watch the recorded training video on the Vroom Basecamp Community. Sites can reach out to the Vroom Partner Manager to organize an individual site training or order materials anytime.
    - Activate Vroom (encourage families to use Vroom's free platforms by sharing materials and helping families download the Vroom app or enroll in Vroom-By-Text)
    - Have at least one Vroom-focused group connection per year (guiding families through downloading the Vroom app, engaging in Vroom activities and/or providing a Vroom presentation to families). Site is responsible for communicating with the Vroom Partner Manager to share that the Vroom-focus group connection happened and to share

insights, photos, etc. A toolkit for integrating Vroom into group connections is available on the Vroom Basecamp Community.
- Display Vroom posters and/or decals and ensure Vroom materials are readily available to provide to families
- Complete annual Vroom evaluation ("Vroom Partner Evaluation")

Terms of Agreement:

The collaborative effort between Parent Possible (PAT State Office) and Gunnison County Health & Human Services commences on January 1, 2023. Both parties enter this agreement freely and voluntarily.

In the event that there are staffing changes involving those signing this Agreement, a new Agreement will be signed within three months of the change.

Signed and entered into by:

Heather Tritten Executive Director, Parent Possible	Date
PAT Local Site Supervisor	Date
PAT Local Site Director	Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Professional Services Agreement; Wrig

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Wright Water Engineers

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

Summary:

Contract with WWE for support in updating FEMA floodplain mapping in Gunnison County.

Fiscal Impact: 10,000

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 2/1/2023

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

Comments:
Legally sufficient. SO 2/3/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/3/2023 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/3/2023

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

Agenda Date: 2/7/2023

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the ___ day of _____, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Wright Water Engineers, whose address is 818 Colorado Ave. Suite 307, Glenwood Springs, CO 81601 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

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

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2023, unless sooner terminated or replaced as provided herein.

3. 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 Ten Thousand and No/100 U. S. Dollars ($10,000). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

4. 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 only the General & Auto Liability 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 require 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.

5. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is 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.

6. INDEMNIFICATION.

Contractor agrees to indemnify and hold harmless Gunnison County, its Commissioners, and employees of and from liability, damages, loss, costs or expenses (including reasonable attorney's and expert's fees and costs) which are incurred by the County arising out of or related to any injury, including death, of any person or damage to property but only to the extent caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. County is entitled to insurance defense for such claims as an additional insured under the General and Auto Liability policies described in section 4. 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. Each party will cooperate in good faith with the other to facilitate the defense of any such claim 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 indemnification obligation shall survive any termination or expiration of this Agreement.

7. 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.

8. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

9. 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.

10. 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.

11. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

12. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contract agrees to

relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

13. STANDARD OF CARE.

Contractor represents and warrants to the County as follows:

a. In providing the Services shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

b. All Services shall be performed by qualified personnel.

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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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: Wright Water Engineers, Inc.
818 Colorado Ave. Suite 207
Glenwood Springs, CO 81601

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.

19. 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.

20. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication

shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

21. 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.

22. 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.

23. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____

Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

APP END IX
"A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services: See attached Wright Water Engineers, Inc. "Proposal for Consultation Support on Updated Floodplain Mapping" for a description of the scope of services.

WWE
Wright Water Engineers, Inc.
818 Colorado Ave., Ste. 307
Glenwood Springs, CO 81601
(970) 945-7755 TEL
(970) 945-9210 FAX
www.wrightwater.com
e-mail: sschreiber@wrightwater.com

December 12, 2022

Via email: clambert@gunnisoncounty.org and spope@gunnisoncounty.org

Gunnison County
Attn: Crystal Lambert and Sean Pope
Building and Environmental Health Official and Planner
211 North Wisconsin Street, Suite D
Gunnison CO 81230

Re: Proposal for Consultation Support on Updated Floodplain Mapping

Dear Ms. Lambert and Mr. Pope:

Wright Water Engineers, Inc. (WWE) is pleased to provide you with this proposal to support consultation on the updated floodplain mapping currently being conducted in Gunnison County. It is our understanding that Base Level Engineering and Physical Map Revisions are currently taking place in Gunnison County and Gunnison County would like technical support in review of the updated floodplain mapping.

This initial proposal is to provide a not to exceed budget to start our evaluation of the floodplain mapping. This will include review of available documents, development of mapping as needed, coordination with the Colorado Water Conservation Board and their floodplain mapping consultants, coordination with Gunnison County and attendance at meetings as needed. WWE will work with the County to evaluate impacts of the draft maps and recommendations for updates to the maps and modeling process. Ultimately our deliverable will include coordination with the county and transcription of information reviewed and development of supporting technical memorandum of consultation support and next steps.

WWE proposes a not to exceed budget based on time and materials of $10,000 for this task. Additional budget might be required depending on level of effort required and requirements of the County. All work developed under this phase will support future phases.

.

Sincerely,
WRIGHT WATER ENGINEERS, INC.

By _____
Scott D. Schreiber, P.E., CFM
Principal Water Resources Engineer

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Public Health

Action Requested: Other Joni Reynolds signature

Parties to the Agreement:

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

Summary:

contract with CDPHE for harm reduction supplies

Fiscal Impact:

Submitted by: Kari Commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 2/1/2023

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

Comments:
Legally sufficient, although containing no dollar amount for the contract. SO 2/3/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/3/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/3/2023

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

Agenda Date: 2/7/2023

Revised April 2015

DocuSign Envelope ID: 85F446F0-F2F7-4241-B75E-80ABB2FB9441

TASK ORDER - HB22-1326 CONTRACTS ONLY

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	**Contractor** Board of County Commisioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 For the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333
Master Task Order Contract Number **23 FAA 00023** **Task Order Number** 2023-04 GUNN	**Task Order Performance Beginning Date** **The later of the Task Order Effective Date or** January 15, 2023
Task Order Maximum Amount **Initial Term** 1/15/2023 – 6/30/2023 $0.00 **Extension Terms** Year 20xx $0.00 Year 20xx $0.00 Year 20xx $0.00 Year 20xx $0.00 Total for All Years $0.00	**Task Order Expiration Date** **June 30, 2023** 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.
Pricing/Funding Price Structure: N/A **Contractor Shall Invoice:** N/A **Funding Source: N/A**	**Miscellaneous:** Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any)**:** 25-20.5-1101 **Procurement Method:** N/A **Solicitation Number (if any): N/A**
State Representative Sophie Feffer, Drug User Health Coordinator, STI/HIV/VH Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 sophie.feffer@state.co.us	**Contractor Representative** Kyle Tibbett Gunnison County Department of Health and Human Services 220 North Spruce Street Gunnison, CO 81230 ktibbett@gunnisoncounty.org
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit A Additional Provisions Exhibit B Statement of Work	
Contract Purpose: This project serves to increase the availability of overdose prevention tools, specifically synthetic opiate detection tools, across the state of Colorado as part of a fentanyl education and prevention campaign.	

DocuSign Envelope ID: 85F446F0-F2F7-4241-B75E-80ABB2FB9441

In accordance with **§4.B** of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. PROJECT DESCRIPTION

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (the "SOW"). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work is incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work.

This Task Order Project will be funded per Colorado Revised Statutes §25-1.5-115 and §25-20.5-1101. Funding is provided to eligible entities based on the need of the entity and the availability of non-laboratory synthetic opiate detection tests as determined by the Colorado Department of Public Health and Environment. Due to this funding structure, a budget will not be attached nor incorporated into this Task Order.

2. PAYMENT

The State shall pay Contractor the amounts shown on the Cover Page of this Task Order, in accordance with the requirements of the Statement of Work and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. PERFORMANCE PERIOD

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller or January 15, 2023, whichever is later.

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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.

CONTRACTOR **Board of County Commissioners of Gunnison County** **(a political subdivision of the state of Colorado)** **For the use and benefit of** **Gunnison County Department of Health and Human Services**	**STATE OF COLORADO** **Jared S. Polis, Governor** **Colorado Department of Public Health and Environment** **Jill Hunsaker Ryan, MPH, Executive Director**
_____ By: Signature	_____ By: Signature
_____ Name of Person Signing for Contractor	_____ Name of Executive Director Delegate
_____ Title of Person Signing for Contractor	_____ Title of Executive Director Delegate
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Effective Date:_____

--Signature Page End-

DocuSign Envelope ID: 85F446F0-F2F7-4241-B75E-80ABB2FB9441

EXHIBIT A

ADDITIONAL PROVISIONS
Original Master Task Order Contract Routing Number: 23 FAA 00023

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

1. Time Limit For Acceptance Of Deliverables.

   a. Evaluation Period. The State shall have **forty-five (45)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

   b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **forty-five (45)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

   c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies.

2. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.
   The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

3. The Contractor shall comply with the following rules and regulations when performing data collection and entry, reporting, and the implementation of activities.
   a. The guidelines and standards in Colorado Statutes are located on the following state of Colorado website and are incorporated and made part of this Contract by reference: https://leg.colorado.gov/agencies/office-legislative-legal-services/colorado-revised-statutes
      i. Colorado Revised Statute § 25-4-404 concerning HIV infection.
      ii. Colorado Revised Statute § 25-4-14 concerning HIV.
      iii. Colorado Revised Statute §18-4-412 concerning the theft of medical records.
      iv. Colorado Revised Statue § 25-1-520 concerning syringe access programs.
      v. Colorado Revised Statute § 25-1-122 named reporting of certain diseases
   b. The guidelines and standards from the State Board of Health are located on the following State of Colorado website and are incorporated and made part of this Contract by reference: https://www.sos.state.co.us/CCR
      i. Colorado State Board of Health Rules and Regulations for Epidemic and Communicable Disease Control (6 CCR 1009-1)
   c. The CDPHE Communicable Reportable Conditions Guidelines are located on the following State of Colorado website and are incorporated and made part of this Contract for reference: https://www.colorado.gov/pacific/cdphe/report-a-disease
   d. The CDPHE *STI and HIV funded partner guidance and policies* are identified below. These documents are incorporated and made part of this Contract for reference and are available on the following website: https://www.colorado.gov/pacific/cdphe/sti-hiv-funded-partner-policies
      i. *Standards for HIV Prevention Services*
      ii. *Standards for HCV Prevention Services*
      iii. *Standards of Care for Prevention Services for People Who Use Drugs*
      iv. *CDPHE Section Policy on Condom Distribution Involving Minors*

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v. *Reporting Requirements for HIV and Viral Hepatitis Prevention Contractors*
vi. *Guidelines for Legal and Operational Protection of Confidential HIV and Communicable Disease Public Health Reports and Records*
vii. *Requirements of Collaboration with the CDPHE STI/HIV Client Based Prevention Program*
viii. *CDPHE Linkage to Care Brochure*
ix. *Use of Incentives Guidelines*

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STATEMENT OF WORK
To Original Master Task Order Contract Routing Number: 23 FAA 00023

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

I. Entity Name: Gunnison County Department of Health and Human Services (GCHHS)

II. Project Description: This project serves to increase the availability of overdose prevention tools, specifically synthetic opiate detection tools, across the state of Colorado as part of a fentanyl education and prevention campaign. According to CDPHE's Drug Overdose Dashboard, we lost 1,881 Coloradans to fatal overdose - at least 912 of those deaths due to fentanyl. Colorado is seeing more fatal overdoses due to fentanyl than ever before with annual increases since 2018. Fatal overdose is preventable. These test strips will help save the lives of people who use drugs across the state because if fentanyl is detected, then people can use that information to make informed decisions about their drug use.

This project is funded by HB22- 1326 Fentanyl Accountability and Prevention Act through appropriation for non-laboratory synthetic opiate detection tests pursuant to section 25-1.5-115.3 (1), C.R.S.. CDPHE has defined eligibility as any local public health department in the state of Colorado.

Definitions:

1. **CDC** – Centers for Disease Control and Prevention
2. **CDPHE –** Colorado Department of Public Health and Environment
3. **FDA** – Food and Drug Administration
4. **Fentanyl Test Strips** - synthetic opiate detection tool
5. **GCHHS** – Gunnison County Department of Health and Human Services
6. **HIV –** Human Immunodeficiency Viruses
7. **LPHA -** Local Public Health Agency
8. **Priority Populations -** People at risk of fatal overdoses.
9. **REDCap –** Research Electronic Data Capture: a secure web application for data collection
10. **Service Area** – Gunnison County
11. **STI –** Sexually Transmitted Infection
12. **VH** – Viral Hepatitis

IV. Work Plan

<table>
<tr><td colspan="2">Goal #1: Provide high-quality HIV, STI, and VH prevention services to increase the priority population's access to testing, education, and treatment, and reduce the acquisition of HIV/STI/VH throughout Colorado in order to disrupt health inequities.</td></tr>
<tr><td colspan="2">Objective #1: No later than the expiration date of the Contract, improve access to overdose prevention tools for the priority population in the service area.</td></tr>
<tr><td>Primary Activity #1</td><td>The Contractor shall distribute fentanyl test strips to the priority population within the service area.</td></tr>
<tr><td>Sub-Activities #1</td><td>1. The Contractor shall distribute fentanyl tests strips to the following:
a. Agencies that serve people at risk of an opiate overdose.
b. Individuals at risk of an opiate overdose.
2. The Contractor shall request technical assistance as needed.
3. The Contractor shall distribute instructions and education in tandem with the fentanyl test strips.</td></tr>
</table>

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	4. The Contractor shall record the number of test strips distributed into the quarterly progress report.	
Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the Contract term. The Contractor shall monitor documents and website content for updates and comply with all updates. 2. CDPHE will provide fentanyl test strips at no cost to the Contractor. a. Contractor shall place an order using the Fentanyl Test Strip Order Form. This document is incorporated and made part of this Contract by reference and is available at https://docs.google.com/forms/d/e/1FAIpQLScq-nwT_3J39Waiz_TJJCMVaadqIDJnSONHvj6AyNB74hnfng/viewform. b. After placing an order, the strips will be shipped directly from the vendor. c. Test strip orders must be received by the Contractor by the Contract expiration date. d. The contact for this project is cdphe_sthv_contractmonitoring@state.co.us. e. Contractor shall provide a signed copy of the invoice upon arrival to the Drug User Health Coordinator. 3. CDPHE will send a Contact Form to the Contractor to complete which will indicate who will receive the CDPHE REDCap quarterly survey form. a. The Contractor shall report the number of test strips distributed in aggregate per quarter, by county. 4. CDPHE's Drug User Health Coordinator will provide support for fentanyl test strip distribution via: a. Trainings b. Technical assistance upon request c. Repository of best practices available at https://drive.google.com/drive/folders/1pHzeL_4YP-ojeQLi8QRYKg3Gie18QX9P 5. Any educational materials created internally must be in line with National Harm Reduction Coalition's harm reduction principles and guidance for fentanyl test strips This document is incorporated and made part of this Contract by reference, and is available at https://harmreduction.org/about-us/principles-of-harm-reduction.	
Expected Results of Activity(s)	1. Increased access to risk reduction materials for individuals at high-risk of opiate overdose. 2. Increased service engagement with people who use drugs.	
Measurement of Expected Results	1. Data contained in quarterly progress reports. 2. Reports from data contained in REDCap or other databases as designated by CDPHE.	
		Completion Date
Deliverables	1. The Contractor shall submit a quarterly progress report utilizing the *CDPHE REDCap quarterly survey form* via email to CDPHE.	No later than 30 calendar days following the last day of each quarter.

V. Monitoring:

CDPHE's monitoring of this Contract for compliance with performance requirements will be conducted throughout the Contract period by the CDPHE Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the Contract.

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VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and 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 shall email a request to the CDPHE Contract Monitor 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 provisions of this Contract.

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STATE OF COLORADO
MASTER TASK ORDER CONTRACT

COVER PAGE

State Agency: Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	**Contractor:** Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333
Master Task Order Contract Number: 23 FAA 00023	**Master Task Order Contract Performance Beginning Date:** The later of the Effective Date or July 1, 2022
Contract Authority: §§25-1.5-101 - 25-1.5-113, C.R.S.	**Initial Contract Expiration Date:** June 30, 2027
The following exhibits are hereby incorporated: Exhibit 1 – Sample Task Order	
Principal Representatives: **For the State:** Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcgovern@state.co.us	**For Contractor**: Jonathan Houck Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jhouck@gunnisoncounty.org
Contract Purpose: The intent of this Master Task Order Contract ("Contract") is to set forth the general terms and conditions between the Parties and to define how the Parties will contract with each other in the future using the Task Order process as defined in this Master Task Order Contract.	

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SIGNATURE 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.

CONTRACTOR Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services	**STATE OF COLORADO** Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
_____ By: Signature	_____ By: Signature
Jonathan Houck _____ Name of Person Signing for Contractor	_____ Name of Executive Director Delegate
_____ Title of Person Signing for Contractor	_____ Title of Executive Director Delegate
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Effective Date:_____

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1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the "State"). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§20** "Sample Option Letter." Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§14**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of 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 or any Task Order ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract or that Task Order 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.**

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i. Method and Content

The State shall notify Contractor of such termination in accordance with **§14.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract or a Task Order, and shall include, to the extent practicable, the public interest justification for the termination. A termination of all or a part of a Task Order shall not be interpreted to terminate this Contract or any other Task Order.

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 or a Task Order 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 under all terminated Task Orders, 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 in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, 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.

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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.

F. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract and all Task Orders.

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), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract

J. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.

K. "**Extension Term**" means the time period defined in **§2.C.**

L. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Contractor or payments to an Individual that is a beneficiary of a Federal program.

M. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient. **[Insert Federal Awarding Agency's Full Legal Name and Acronym]** is the Federal Awarding Agency for the Federal Award which is the subject of this Contract.

N. "**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.

O. "**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.

P. "**Initial Term**" means the time period defined in **§2.B**.

Q. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

R. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

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S. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

T. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

U. "**Project**" means the Work that is included in a Task Order.

V. **"Recipient"** means the State Agency shown on the first page of this Contract, for the purposes of the Federal Award.

W. "**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.

X. "**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.

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

Z. "**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.

AA. "**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.

BB. **Sub-Award**" means a grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise

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CC. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

DD. **"Subrecipient"** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

EE. "**Task Order**" means a document issued in accordance with **§4.B** of this Contract that specifically describes the Work to be performed on a Project.

FF. "**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.

GG. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

HH. "**Work**" means the Goods delivered and Services performed pursuant to this Contract and any Task Order(s) issued pursuant to this Contract.

II. "**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 AND TASK ORDERS

A. General Statement of Work

It is the express intent of the Parties to:

i. enter into a Master Task Order Contract for the purchase and delivery of health and environmental Services; and

ii. set forth the terms and conditions under which these Services shall be performed by the Contractor.

B. Task Orders

The Parties expressly acknowledge that while this Contract authorizes the purchase of health and environmental Services pursuant to its terms and conditions, no specific purchase of Services is made by this Contract. The State may purchase health and environmental Services from the Contractor and the Contractor may provide health and environmental Services to the

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State, under this Contract through a Task Order(s). A Task Order(s) incorporates by reference all the terms and conditions of this Contract.

i. Task Order Development

When the State and the Contractor mutually agree upon the Services to be purchased from and performed by, the Contractor, the Parties may enter into a Task Order, with an accompanying Statement of Work and Budget, for the purchase and delivery of those Services. The State's financial obligation to the Contractor for specific health and environmental Services accrues only upon the full execution, including approval by the State Controller or delegee, of a Task Order authorizing the Contractor to perform and deliver those Services and the Contractor's performance of the Work described in that Task Order.

ii. Task Order Issuance

Upon negotiation and agreement by the Parties regarding the scope of the Project, the Task Order Maximum Amount, the time for performance and other applicable terms and conditions, a Task Order, in substantially the form attached herein as Exhibit 1, shall be prepared by the State. Following acceptance of the Task Order terms and conditions, which must include the negotiated Statement of Work and Budget, the total hours anticipated to adequately and successfully completing the Work, the hourly rate for each individual (and that individual's position title) who will perform the Work, the Project plan. The authorized representatives of the Contractor will sign the Task Order. Upon signature by the State and the State Controller or delegee and delivery of a fully signed Task Order to the Contractor, the Contractor shall undertake performance of the specified Projects and will perform such Projects in a manner inspiring confidence that such Projects will be successfully completed within the time frame and price range agreed to in the Task Order. The Contractor may be required to provide the State with reports to include invoices of actual hours of service and a statement of the various Projects' status. To ensure delivery of the Services required under this Contract, the State may elect to conduct an evaluation of the Contractor's performance of the Work on a periodic basis.

iii. Task Order Completion

Performance of Work and payment for a Project shall be governed by the standards, procedures and terms set forth in this Contract and in the associated Task Order. The Contractor warrants that upon negotiation and acceptance of the Task Order, the Contractor's performance will be successfully completed within the time frame and price stated in the Task Order.

iv. Task Order Modifications

Task Orders may be renewed, extended, and/or modified by way of the Contract amendment process outlined in the Task Order, in accordance with State fiscal rules.

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Any changes to this Contract must be made by written amendment pursuant to the terms and conditions of this Contract.

v. Task Order Termination

Regardless of the date of any deliverable or other end result of a Task Order, all Task Orders shall automatically terminate upon the date that this Contract expires or is terminated for any reason, unless the State directs otherwise in writing.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit C Budget attached to the Task Order.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

Amounts not paid by the State within 45 days after 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

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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 **§20** "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.

vi. Option to Increase Rates

In the event the rates shown in the Exhibits are determined by a third party, the State, at its discretion, shall have the option to increase or decrease the rates shown in the Exhibits as the State determines is necessary to account for increases or decreases in the rates. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§20** "Sample Option Letter," and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date.

6. REPORTING – NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to **§16** or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not

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later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Contract.

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 **§14** 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 three (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 two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

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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.

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B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

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

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any one fire.

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iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Protected Information

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

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

v. Professional Liability Insurance

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

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vi. Crime Insurance

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

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

D. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§14** within seven days of Contractor's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

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G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven 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 seven 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 seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§10**.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in **§11**, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated

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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.

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d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State **(i)** secure that right to use such Work for the State and Contractor; **(ii)** replace the Work with non-infringing Work or modify the Work so that it becomes non-infringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., 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.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to

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another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered 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.

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B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq*. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

17. 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 §16 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.

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B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in **§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

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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. Severability

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

L. 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 this Contract and shall be enforceable by the other Party.

M. 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.

N. 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 this Contract, and do not create any rights for such third parties.

O. 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.

P. 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.

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Q. 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.

R. 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.

S. Indemnification

i. Applicability

This entire **§18.S** 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.

T. Media or Public Announcements

The Contractor shall not make any news release, publicity statement, or other public announcement, either in written or oral form that concerns the Work provided under this Contract, without the prior written approval of the State. The Contractor shall submit a written request for approval to the State no less than ten (10) business days before the proposed date of publication. The State shall not unreasonably withhold approval of the Contractor's written request to publish. Approval or denial of the Contractor's request by the State, shall be

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delivered to the Contractor in writing within six (6) business days from the date of the State's receipt of Contractor's request for approval.

If required by the terms and conditions of a federal or state grant, the Contractor shall obtain the prior approval of the State and all necessary third parties prior to publishing any materials produced under this Contract. If required by the terms and conditions of a federal or state grant, the Contractor shall also credit the State and all necessary third parties with assisting in the publication of any materials produced under this Contract. It shall be the obligation of the Contractor to inquire of the State as to whether these requirements exist and obtain written notification from the State.

U. Stop Work Order

Upon written approval by the State Chief Procurement Officer or delegee, the State may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the Work called for by any properly executed Task Order ("Stop Work Order"). This Stop Work Order shall be for a specified period after it is delivered to the Contractor. Any such Stop Work Order shall be identified specifically as a Stop Work Order issued pursuant to this **§18.U**. Upon receipt of such Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the Project covered by the Stop Work Order during the period of Work stoppage. Before the Stop Work Order, or any written extension thereof expires, the State Procurement Officer or delegee shall either:

i. Cancel the Stop Work Order; or
ii. Terminate the Work covered by such Stop Work Order.

If a Stop Work Order issued under this Contract is properly canceled, or the period of the Stop Work Order or any written extension thereof expires, the Contractor shall resume the Work. An appropriate adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified accordingly in writing pursuant to the terms of this Contract dealing with Contract modifications, if:

i. The Stop Work Order results in increased time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
ii. The Contractor asserts a written claim for such an adjustment within thirty (30) days after the end of the period of Work stoppage.

V. The Contractor's performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Work of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of

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Work and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner.

W. Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Work, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

X. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agents, employees, assigns and Subcontractors shall at all times during the term of this Contract strictly adhere to all applicable federal laws, state laws, executive orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required thereunder. This Act is also referred to as FFATA.

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.

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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 comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. **PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. **SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§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

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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.

20. SAMPLE OPTION LETTER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	**Task Order Contract Number:** **Insert CMS Number of the Master Task Order Contract**
Contractor: Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Option Letter Number:** Insert Contract Number
Task Order Performance Beginning Date The later of the Task Order Effective Date or Month Day, Year	**Task Order Expiration Date** **Month Day, Year**

CONTRACT MAXIMUM AMOUNT TABLE

Document Version	Encumbrance Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term Dates	Total

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:

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

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SIGNATURE PAGE

STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director _____ By: Signature _____ Name of Executive Director Delegate _____ Title of Executive Director Delegate Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** _____ By: Signature _____ Name of State Controller Delegate _____ Title of State Controller Delegate Option Effective Date:_____

--Signature Page End--

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EXHIBIT 1 – SAMPLE TASK ORDER

<table>
<tr>
<td>State Agency
State of Colorado for the use & benefit of the
Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver CO 80246</td>
<td>Contractor
Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...</td>
</tr>
<tr>
<td>Master Task Order Contract Number
Insert CMS Number of the Master Task Order Contract

Task Order Number
Insert CMS number or Other Contract Number</td>
<td>Task Order Performance Beginning Date
The later of the Task Order Effective Date or Month Day, Year</td>
</tr>
<tr>
<td>Task Order Maximum Amount
Initial Term
State Fiscal Year 20xx $0.00

Extension Terms
State Fiscal Year 20xx $0.00
State Fiscal Year 20xx $0.00
State Fiscal Year 20xx $0.00
State Fiscal Year 20xx $0.00

Total for All State Fiscal Years $0.00</td>
<td>Task Order Expiration Date
Month Day, Year

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.</td>
</tr>
<tr>
<td>Pricing/Funding
Price Structure: Choose type
Contractor Shall Invoice: Choose frequency
Funding Source:
Source $ Amount
Source $ Amount
Source $ Amount</td>
<td>Miscellaneous:
Authority to enter into this Contract exists in:
C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113
Law Specified Vendor Statute (if any): Enter Program specific

Procurement Method: Select
Solicitation Number (if any): Enter Solicitation #</td>
</tr>
<tr>
<td>State Representative
Enter Representative’s Name
Title
Division, Unit
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, CO 80246
Email</td>
<td>Contractor Representative
Enter Contractor Representative’s Name
Title
Entity Name
Address
Address
Email</td>
</tr>
<tr>
<td colspan="2">Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Contract:
Exhibit A Additional Provisions
Exhibit B Statement of Work
Exhibit C Budget
Exhibit D Federal Provisions
Exhibit E HIPAA Business Associate Agreement (If applicable.)
Enter any other exhibits in alphabetical order</td>
</tr>
<tr>
<td colspan="2">Contract Purpose
Briefly describe the Task Order's purpose.</td>
</tr>
</table>

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In accordance with **§4.B** of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. **PROJECT DESCRIPTION**
   Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (the "SOW"). All terminology used in this Task Order and the SOW shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as "Exhibit B - Statement of Work" and Exhibit C - Budget.

2. **PAYMENT**
   The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the SOW and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.
3. **PERFORMANCE PERIOD**
   Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the SOW prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. **TASK ORDER EFFECTIVE DATE:**
   The Effective Date of this Task Order is upon approval of the State Controller.

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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.

CONTRACTOR **INSERT-Legal Name of Contractor**	**STATE OF COLORADO** **Jared S. Polis, Governor** **Colorado Department of Public Health and Environment** **Jill Hunsaker Ryan, MPH, Executive Director**
_____ By: Signature	_____ By: Signature
_____ Name of Person Signing for Contractor	_____ Name of Executive Director Delegate
_____ Title of Person Signing for Contractor	_____ Title of Executive Director Delegate
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Effective Date:_____

--Signature Page End--

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EXHIBIT A

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated **/**/**** Task Order Routing Number ** *** *****

These provisions are to be read and interpreted in conjunction with the provisions of the Master Task Order Contract specified above.

DELETE all **BLUE** text, **CUSTOMIZE Red text** and **CHANGE** Red text to **Black** after customization.

Eliminate this information, all other information in red and any preprinted provisions that do not apply on your final version.

- Delete inapplicable information, verify that all paragraphs are numbered correctly, and attach this exhibit to your contract.
- Please do not modify the general format of this document (e.g., font type/size, margins, spacing, etc.) or the header on the top of this page 1.)

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly, Quarterly, or other schedule CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which Services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. If you prefer to include all of the submission options listed below, include the following. The Contractor shall submit the invoice using one of the following three methods. If you are limiting the option for submittal to one method, delete the previous sentence, choose the appropriate paragraph below and delete those that do not apply.

   Mail to:

   (Name & Position Title)
   (Division & Program)
   Colorado Department of Public Health and Environment
   (Mail Code)
   4300 Cherry Creek Drive South
   Denver, Colorado 80246

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: (Name & Position Title), (Email address)

   Fax the completed and signed CDPHE Reimbursement Invoice Form and Expenditure Details page to: Attention: (Name & Position Title), (Fax number)

   Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

   Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

   The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

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2. Time Limit For Acceptance Of Deliverables.

   a. Evaluation Period. The State shall have ***** (**)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

   b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within ***** (**)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

   c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed ***** (**)** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within *** (**) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

   The following two sections deal with HIPAA requirements – PLEASE consult with the department's HIPAA officer to determine which paragraph applies to your procurement.

   If your Contractor is a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the next paragraph. The State and the Contractor have determined that Contractor is a business associate under HIPAA. The Contractor hereby agrees to, and has an affirmative duty to, execute the State's current HIPAA Business Associate Agreement which is attached hereto as **Attachment A-***, and incorporated herein by this reference. This Business Associate Agreement shall be fully and properly executed by Contractor and returned to the State at the time Contractor signs the Task Order Contract of which this exhibit is a part.

   If your Contractor is NOT a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the paragraph above. The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. Add any program/divisional specific provisions, or delete.

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EXHIBIT B

STATEMENT OF WORK

To Original Contract Number ** *** ********

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

This template is provided for contract Statements of Work (SOW). Use the CDPHE SOW Development Checklist to develop the content of this template. Instructions are provided in blue font and customizable text is in red.

I. Entity Name: This section is **OPTIONAL.**
Term: This section is **OPTIONAL.**

II. Project Description:
This section is **REQUIRED**.

III. Definitions:
This section is **OPTIONAL**.

IV. Work Plan:

This section is **REQUIRED**. Insert work plan table here.

V. Key Personnel:
This section is **OPTIONAL.**

VI. Monitoring:
This section is **REQUIRED**.

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the *(title of responsible individual)*. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports *(you may also list other types of documents or information that will be reviewed, for example "and invoices, site visit results and electronic data"). If you do not want to identify specific documents, complete the sentence with* and other fiscal and programmatic documentation as applicable. *Performance evaluations are optional for interagency agreements (Colorado state departments and IHEs). If conducting evaluations of these entities, delete these instructions. If not conducting evaluations of these entities, delete these instructions and the following 2 sentences.* 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.

VII. Resolution of Non-Compliance:
This section is **REQUIRED**.

The Contractor will be notified in writing within **(?)** calendar days of discovery of a compliance issue. Within **(?)** 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 *(title of responsible individual)* 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 provisions of this contract.

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EXHIBIT C

BUDGET

COLORADO
Department of Public Health & Environment

Contractor Name		**Program Contact Name, Title, and Email**	
Budget Period		**Fiscal Contact Name, Title, and Email**	
Project Name		**Contract (CT or PO) Number**	

Expenditure Categories					
Personal Services - Salaried Employees					
Position Title	**Description of Work**	**Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total Amount Requested from CDPHE**
				Total Personal Services (including fringe benefits)	**$0.00**
Personal Services - Hourly Employees					
Position Title	**Description of Work**	**Hourly Wage**	**Hourly Fringe**	**Total # Hours on Project**	**Total Amount Requested from CDPHE**
				Total Personal Services (including fringe benefits)	**$0.00**
Supplies & Operating Expenses					
Item	**Description of Item**		**Rate**	**Quantity**	
				Total Supplies & Operating Expenses	**$0.00**
Travel					

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Item	Description of Item	Rate	Quantity	
			Total Travel	$0.00
Contractual (payments to third parties or entities)				
Item	Description of Item	Rate	Quantity	
			Total Contractual	
			SUB-TOTAL BEFORE INDIRECT	$0.00
				$0.00
Indirect				
Item	Description of Item			Total Amount Requested from CDPHE
			Total Indirect	$0.00
			TOTAL	$0.00

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Exhibit D

Federal Provisions - Enter title of project or program from NOA

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) **Federal Award Identification.**
   a. Subrecipient: **Match name on contract.**
   b. Subrecipient DUNS number: **Enter DUNS #**
   c. The Federal Award Identification Number (FAIN) is **Enter FAIN #**.
   d. The Federal award date is **Date issued**.
   e. The subaward period of performance start date is **Enter project period start date** and end date is **Enter project period through date**.
   f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
mm/dd/yy - mm/dd/yy	**Total Federal Funds Awarded**	**Amount of Financial Assistance from the NOA**

   g. Federal award title of project or program: **Enter title of project or program from NOA**.
   h. The name of the Federal awarding agency is: **Enter full name of federal awarding agency** and the contact information for the awarding official is **Enter name & contact info of Federal Project Officer**; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Enter Grantee (CDPHE) Project Director.
   i. The Catalog of Federal Domestic Assistance (CFDA) number is **Enter CFDA #** and the grant name is **Enter title of grant if applicable or N/A**.
   j. This award **Choose " is" or "is not"** for research & development.
   k. Subrecipient **Choose " is" or "is not"** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
   l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

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3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
10) **Single Audit Requirements.** If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
11) **Contract Provisions**. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
    a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
    b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
    c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").
    d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
    e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
    f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
    g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

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h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
k. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

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16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

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[TO BE DELETED IF NOT APPLICABLE] **Exhibit E**

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.

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ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;

B. the person notifies Business Associate of any Breach involving PHI of which it is aware.

iv. Business Associate may provide Data Aggregation Services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

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

c. Impermissible Uses and Disclosures.

i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

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

d. Business Associate's Subcontractors.

i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

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,

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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

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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.

o. 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.

p. 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

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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.

q. 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.

r. 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.

s. Data Ownership.

i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

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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.

t. 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

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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.

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iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

v. 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.

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APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is s 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.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Review of GVH Real Property Housing Purchase; Lazy

Action Requested: Motion

Parties to the Agreement:

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

Summary:

For your review, the purchase agreement and resolution needed for the sale of property located at Lazy K Development, 102 Ouray Lane, Units A,B,C,D, Gunnison

Fiscal Impact:

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 2/1/2023

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

Comments:
Legally sufficient. SO 2/2/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/2/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/2/2023

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 2/7/2023

Revised April 2015

Gunnison Real Estate & Rentals, LLC
129 E. Tomichi Ave. Gunnison, CO 81230
Kelly I. McKinnis
mckinnis81230@yahoo.com
Ph: 970-641-4880

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS1-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Date: ***1/24/2023***

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. ***Board of County Commissioners*** (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** ***n/a***.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. ***Lazy K Development, LLC*** (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of ***Gunnison***, Colorado (insert legal description):

Unit A, Building 102; Unit B, Building 102; Unit C, Building 102; Unit D, Building 102, Lazy K Townhomes according to the Plat of Lazy K Townhomes, Building 102 recorded in the real property records of Gunnison County, Colorado at reception number 688973

known as: ***102 Ouray Lane, A,B,C,D Gunnison, CO 81230***

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including ***n/a*** remote controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery

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rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

Each of the 4 units shall include a refrigerator, range/over, dishwasher & microwave.

☐ If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal property outside of this Contract.

2.5.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

n/a

2.5.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities: ***each unit has 2 assigned spots in parking lot per the recorded plat***; and the use or ownership of the following storage facilities:

n/a

Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.7. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

n/a

2.6. Exclusions. The following items are excluded (Exclusions):

n/a

2.7. Water Rights/Well Rights.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

n/a

Any deeded water rights will be conveyed by a good and sufficient ***n/a*** deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

n/a

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is ***n/a***.

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

n/a

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.6. Water Rights Review. Buyer ☐ **Does** ☐ **Does Not** have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

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Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	***n/a***
2	§ 4	Alternative Earnest Money Deadline	***1/27/2023*** Friday
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	***1/30/2023*** Monday
4	§ 8	Record Title Objection Deadline	***2/1/2023*** Wednesday
5	§ 8	Off-Record Title Deadline	***1/30/2023*** Monday
6	§ 8	Off-Record Title Objection Deadline	***2/1/2023*** Wednesday
7	§ 8	Title Resolution Deadline	***2/2/2023*** Thursday
8	§ 8	Third Party Right to Purchase/Approve Deadline	***n/a***
		Owners' Association	
9	§ 7	Association Documents Deadline	***1/30/2023*** Monday
10	§ 7	Association Documents Termination Deadline	***2/1/2023*** Wednesday
		Seller's Disclosures	
11	§ 10	Seller’s Property Disclosure Deadline	***n/a***
12	§ 10	Lead-Based Paint Disclosure Deadline	***n/a***
		Loan and Credit	
13	§ 5	New Loan Application Deadline	***n/a***
14	§ 5	New Loan Terms Deadline	***n/a***
15	§ 5	New Loan Availability Deadline	***n/a***
16	§ 5	Buyer’s Credit Information Deadline	***n/a***
17	§ 5	Disapproval of Buyer’s Credit Information Deadline	***n/a***
18	§ 5	Existing Loan Deadline	***n/a***
19	§ 5	Existing Loan Termination Deadline	***n/a***
20	§ 5	Loan Transfer Approval Deadline	***n/a***
21	§ 4	Seller or Private Financing Deadline	***n/a***
		Appraisal	
22	§ 6	Appraisal Deadline	***n/a***
23	§ 6	Appraisal Objection Deadline	***n/a***
24	§ 6	Appraisal Resolution Deadline	***n/a***
		Survey	
25	§ 9	New ILC or New Survey Deadline	***n/a***
26	§ 9	New ILC or New Survey Objection Deadline	***n/a***
27	§ 9	New ILC or New Survey Resolution Deadline	***n/a***
		Inspection and Due diligence	
28	§ 2	Water Rights Examination Deadline	***n/a***
29	§ 8	Mineral Rights Examination Deadline	***n/a***
30	§ 10	Inspection Termination Deadline	***2/1/2023*** Wednesday
31	§ 10	Inspection Objection Deadline	***2/1/2023*** Wednesday
32	§ 10	Inspection Resolution Deadline	***2/3/2023*** Friday

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33	§ 10	Property Insurance Termination Deadline	***2/1/2023*** Wednesday
34	§ 10	Due Diligence Documents Delivery Deadline	***1/30/2023*** Monday
35	§ 10	Due Diligence Documents Objection Deadline	***2/1/2023*** Wednesday
36	§ 10	Due Diligence Documents Resolution Deadline	***2/3/2023*** Friday
37	§ 10	Conditional Sale Deadline	***n/a***
38	§ 10	Lead-Based Paint Termination Deadline	***n/a***
		Closing and Possession	
39	§ 12	Closing Date	***2/7/2023*** Tuesday
40	§ 17	Possession Date	***2/7/2023*** Tuesday
41	§ 17	Possession Time	***At closing***
42	§ 27	**Acceptance Deadline Date**	***1/25/2023*** Wednesday
43	§ 27	**Acceptance Deadline Time**	***5:00 PM MST***
44	***n/a***	***n/a***	***n/a***
45	***n/a***	***n/a***	***n/a***

Note: If **FHA** or **VA** loan boxes are checked in § 4.5.3. (Loan Limitations), the **Appraisal** deadlines **DO NOT** apply to **FHA** insured or **VA** guaranteed loans.

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	$ ***1,629,892.00***	
2	§ 4.3.	Earnest Money		$ ***4,000.00***
3	§ 4.5.	New Loan		$
4	§ 4.6.	Assumption Balance		$

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5	§ 4.7.	Private Financing		$
6	§ 4.7.	Seller Financing		$
7	***n/a***	***n/a***		$
8	***n/a***	***n/a***		$
9	§ 4.4.	Cash at Closing		$ ***1,625,892.00***
10		**Total**	$ ***1,629,892.00***	$ ***1,629,892.00***

4.2. Seller Concession. At Closing, Seller will credit to Buyer $***n/a*** (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a ***good funds***, will be payable to and held by ***Land Title Guarantee Company*** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in **"If Seller is in Default", § 20.2. and § 21,** unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer is in Default, § 20.1. and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**.

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount

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stated as Cash at Closing in § 4.1.

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.
(Omitted as inapplicable)

5.3. Credit Information. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.2.2. FHA. It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised value of the Property of not less than $***n/a***. The purchaser (Buyer) shall have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy himself/herself/themselves that the price and condition of the Property are acceptable.

6.2.3. VA. It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements,

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removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ **Buyer** ☐ **Seller.** The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual

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Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☐ **Will** ☒ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** ***n/a***.
Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats,

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declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD

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OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

8.5. Tax Certificate. A tax certificate paid for by ☒ **Seller** ☐ **Buyer,** for the Property listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE

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PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☐ **Does** ☐ **Does Not** have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC);** or, (2) ☐ **New Survey** in the form of ***n/a***; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☐ **Buyer** or:
n/a

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and ***n/a*** will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller

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receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline** , Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, " **Where Is**" and " **With All Faults**."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection

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Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

n/a

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.7., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☐ **Will Not** assume the Seller's obligations under such leases for the Leased Items (§ 2.5.7., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☐ **Will Not** assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).

10.6.1.4. Other Documents. Other documents and information:

n/a

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as ***n/a***. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ **Does** ☒ **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☒ There is **No Well**. Buyer ☐ **Does** ☐ **Does Not** acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER

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SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. [Intentionally Deleted]

10.10. Lead-Based Paint.

10.10.1. Lead-Based Paint Disclosure. Unless exempt, if the Property includes one or more residential dwellings constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate licensees must sign and deliver to Buyer a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint Disclosure Deadline**. If Buyer does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely receive the Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**.

10.10.2. Lead-Based Paint Assessment. If Buyer elects to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**. Buyer may elect to waive Buyer's right to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the condition of the Property relative to any Lead-Based Paint as satisfactory and Buyer waives any Right to Terminate under this provision.

10.11. Carbon Monoxide Alarms. Note: If the improvements on the Property have a fuel-fired heater or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

10.12. Methamphetamine Disclosure. If Seller knows that methamphetamine was ever manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S., Buyer further acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 24.1., upon Seller's receipt of Buyer's written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the Property has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of the test.

11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]

Closing Provisions

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the

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date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by ***parties to contract***.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☐ special warranty deed ☒ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ ***n/a*** deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein. However, if Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for any of the fees contained in this Section, the fees will be paid for by Seller.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other** ***n/a***.

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

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15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed $***n/a*** for:

☐ Water Stock/Certificates ☐ Water District

☐ Augmentation Membership ☐ Small Domestic Water Company ☐ ***n/a***

and must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on

☐ **Taxes for the Calendar Year Immediately Preceding Closing**

☒ **Most Recent Mill Levy and Most Recent Assessed Valuation,** adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other**

n/a

16.1.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued.** At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and

n/a

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller.** Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and

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n/a

Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1. and, if applicable, any Post-Closing Occupancy Agreement.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of $ ***150.00*** per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the following box is checked, then Buyer ☒ **Does Not** represent that Buyer will occupy the Property as Buyer's principal residence.

☐ If the box is checked, Buyer and Seller agree to execute a Post-Closing Occupancy Agreement.

General Provisions

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should

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Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

18.5. Home Warranty. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and

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expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working

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with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or ***CTMecontracts***.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**; **Title Insurance, Record Title and Off-Record Title**; **New ILC, New Survey**; and **Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water**.

ADDITIONAL PROVISIONS AND ATTACHMENTS

29. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

The Board of County Commissioners will delegate/assign this contract to Wade Baker, VP of Operations, from Gunnison Valley Hospital to sign all the closing documents to finalize the purchase of these units. They will provide Land Title the documents that they will need prior to closing to authorize this.

30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents **are a part** of this Contract:

30.1.1. Post-Closing Occupancy Agreement. If the Post-Closing Occupancy Agreement box is checked in § 17 the Post-Closing Occupancy Agreement is a part of this Contract.

1. Addendum 1

2. Master deed restriction with 3 amendments

30.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

n/a

Seller(s) Initials: JS KS MB

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Signatures

Matthew Birnie, County Manager Date: 1/25/2023

Buyer: ***Board of County Commissioners***
By: Matthew Birnie, County Manager

[NOTE: If this offer is being countered or rejected, do not sign this document.]

John Stock, Manager Date: 1/26/2023

Seller: ***Lazy K Development, LLC***
By: John Stock, Manager

Karen Stock, Manager Date: 1/26/2023

Seller: ***Lazy K Development, LLC***
By: Karen Stock, Manager

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ **Buyer's Agent** ☒ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☒ **Listing Brokerage Firm** ☐ **Buyer** ☐ **Other** .

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This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: ***Gunnison Real Estate & Rentals, LLC***

Brokerage Firm's License #: ***EC040041645***

Kelly I. McKinnis

Date: ***1/25/2023***

Broker's Name: ***Kelly I. McKinnis***

Broker's License #: ***ER040022873***

Address: ***129 E. Tomichi Ave. Gunnison, CO 81230***

Ph:***970-641-4880*** Fax: Email Address: ***mckinnis81230@yahoo.com***

B. Broker Working with Seller

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ **Seller's Agent** ☒ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other** .

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: ***Gunnison Real Estate & Rentals, LLC***

Brokerage Firm's License #: ***EC040041645***

Kelly McKinnis

Date: ***1/25/2023***

Broker's Name: ***Kelly McKinnis***

Broker's License #: ***ER040022873***

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Address: ***129 E. Tomichi Ave. Gunnison, CO 81230***

Ph: ***970-641-4880*** Fax: Email Address: ***mckinnis81230@yahoo.com***

CBS1-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

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Seller(s) Initials: JS KS MB

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BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 23- _____

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO PURCHASE 102 Ouray Lane, Units A, B, C & D IN GUNNISON, COLORADO.

WHEREAS, the County desires to purchase certain property commonly known as 102 Ouray Lane, Units A, B, C & D Gunnison, Colorado; and

WHEREAS, on May 17, 2022, the Board of County Commissioners, by resolution 22-22, delegated authority to the County Manager to negotiate and execute contracts for the purchase of real property.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The County Manager is authorized to execute and deliver all instruments necessary for the purchase of 102 Ouray Lane, Units A, B, C & D, Gunnison, Colorado.

ADOPTED AND APPROVED this ___ day of _____, 2023.

_____
Jonathan Houck
Chair, Board of Directors
Gunnison River Valley Local Marketing District

(SEAL)

Attest:

_____
Melanie Bolig
Deputy Clerk/Secretary
Gunnison River Valley
Local Marketing District

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster; Lots M1-8 and M1-9, Buckhorn Ranch Fi

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Application to cluster adjacent lots M1-8 and M1-9 Buckhorn Ranch Filing 2b

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:
Legally sufficient. SO 1/19/2023

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 1/19/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/20/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 2/7/2023

Revised April 2015

Date: August 10, 2022

RE: AFC Development, LLC
Lot Cluster application
LUC-22-00066

AFC Development LLC, represented by Jacob With, has applied to cluster adjacent lots: Lots M1-8 and M1-9, Buckhorn Ranch Filing No. 2b.

- The application has been reviewed by the CAO- Sammy Obaid, he determined it sufficient for BOCC review
- Taxes are current
- No lenders or liens
- HOA approval was submitted
- No utility easements to be vacated- they are 10 ft. utility easements at the front of the lots-

You may review the file:
https://permitdb.gunnisoncounty.org/citizenaccess/
projects
Search by application number- LUC-22-00066
Click on file
Attachments
View

Thanks,
Beth Baker
Gunnison County Community and Economic Development

APPLICATION TO COMBINE EXITING PARCELS OF REAL PROPERTY IN GUNNISON COUNTY

Gunnison County Community Development Department 221 N. Wisconsin St. Gunnison, CO
Website: https://www.gunnisoncounty.org/144/Community-and-Economic-Development
Telephone: 970-641-0360

SUBMIT ALL PERMIT PACKET INFORMATION TO PERMIT@GUNNISONCOUNTY.ORG

Application Fee- $1018.00

APPLICANT/ Owners: AFC Development, LLC, a Texas limited liability company **PRIMARY CONTACT:** Jacob With, Law of the Rockies		
MAILING ADDRESS: 525 N. Main Street		
CITY: Gunnison	**STATE:** Colorado	**ZIP:** 81230
PHONE 970-641-1903 ex. 2	**E- Mail Address** jwith@lawoftherockies.com	
Please submit: • **Both** the Complete Application and the Complete Declaration and Agreement • Fee • Copy of Warranty Deeds • Tax certificates- showing taxes current • All items 1-9 in the application	• Owners names must be as they appear on the warranty deeds for the properties. • Legal descriptions must be as they appear on the warranty deeds for the properties	

1. **LEGAL DESCRIPTION.** The undersigned (is) (are) the owner (s) of the following described adjacent parcels of real property in Gunnison County, Colorado **(insert or attach the full legal description):**

Lots M1-8 and M1-9, Buckhorn Ranch Filing No. 2b, according to the plat recorded April 26, 2004 at reception number 541322, Gunnison County, Colorado.

.

****And any adjacent street or alley that is or may be vacated. County of Gunnison, State of Colorado.**

2. **REQUEST TO COMBINE LOTS AND VACATE BOUNDARY LINE(S).** The undersigned desire(s) to create a single undivided building lot from the adjacent parcels described above; the undersigned expressly desires to vacate the boundary line(s) between such adjacent parcels. (Signature blocks on last page of application)

3. **LIEN OR MORTGAGE HOLDER ADDRESS(ES).** For each parcel described in #1, above, state the name, address and telephone number of each lien and or mortgage holder and briefly describe each lien and/or mortgage: Attach information - NONE

4. **LIEN OR MORTGAGE HOLDER CONSENT.** For each lien and/or mortgage described in #4, above, as applicable, provide notarized letters of consent or a signed and notarized subordination to the lot cluster from lien or mortgage holders of the individual pre-clustered lots; the lien/mortgage holder is required to sign the attached "Lot Cluster Agreement and Declaration." N/A

****If there are no liens or encumbrances on the lots, please provide a signed statement noting there are no liens.** Enclosed

5. **PROTECTIVE COVENANTS OR DEED RESTRICTIONS.** Attach a copy of the applicable Declaration of Protective Covenants, and /or deed restriction. Enclosed

6. **HOMEOWNERS ASSOCIATION APPROVAL.** Provide a signed statement of approval of the lot cluster application. Enclosed

7. **LOCATION WITHIN SPECIAL DISTRICT.** Identify each district or entity (such as a water and sanitation district) that provides service to each lot described in #1, above. Approval of this application to combine the described parcels or lots does NOT affect fees, assessments, or charges regarding any serve to those lots; changes to those fees, assessments or charges can only be made by such districts. RE1J, Upper Gunnison Water, Gunnison Cty Library, East River Regional Sanit., CB Fire Prot., Gunnison Met. Rec., Colorado River Water.

8. **CONSENT BY UTILITIES.** As applicable, letters of consent to the lot cluster from utility companies whose facilities are located in legal easements on or adjacent to the proposed clustered lots, and a copy of the easement agreements, if such agreements exist. There are no utilities on the Property.

9. **SITE PLAN.** All the listed information MUST be shown on the drawing, as applicable. The site plan must be legible, clearly marked, on 8.5 x 11 inch paper, with a scaled representation of the lots. ☒ Exterior lot lines for all parcels described in #1, above - See attached.

☒ All existing and proposed structures (a separate subdivision application will be filed)

☒ Locations of driveways and parking areas/spaces

☒ Locations of utilities (septic tanks, leach fields, wells, electric, gas, telephone or cable lines)

☒ Distance of structures from property lines

☒ Easements (include width as well as locations)

☒ Irrigation and drainage ditches

☒ Boundary line(s) to be vacated between lots

☒ If the lots are located within a platted townsite or recorded subdivision, indicate on the site plan the date, book and page or receipt numbers as recorded in the Office of the Gunnison County Clerk and Recorder.

☒ The lots immediately adjacent to all boundaries of the lots that will be clustered.

Each undersigned applicant, for themselves, their heirs, successors, personal representatives and assigns, declares an intention to combine the parcels described in #1, above, into one lot to be maintained as one new integrated single building lot and further declares an intention that no portion of such new lot constituting less than the entire new lot may be conveyed, mortgaged, encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to those required by the *Gunnison County Land Use Resolution*. The above declaration is for the benefit of Gunnison County, Colorado and shall run with the land in perpetuity. Nothing in this Agreement is or shall be construed to be a waiver of applicable County building, sewage disposal, driveway and/or other permit requirements.

Date: 12/9/2022

AFC Development, LLC (Owner/Applicant)

Robert M. Spencer, Jr., Member Owner/Applicant XXX

Date: _____

_____
Owner/ Applicant

AUTHORIZATIONS

Date: _____

_____
Gunnison County Attorney

Date: _____

_____
Gunnison County Community Development Director

LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting_____(filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and AFC Development, LLC, a Texas limited liability company
(Owner) **(Owner)**

_____ _____
(Owner) **(Owner)**

RECITALS:

Legal Description: Complete – please attach if too long

Lot M1-8 and M1-9, Buckhorn Ranch Filing No. 2b, according to the plat recorded April 26, 2004 at reception number 541322

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

2. This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution.*

2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.

4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.

5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.

6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

AFC Development, LLC, a Texas limited liability company

Date: 1/10/2023 _____
Martin Spencer, ~~Owner~~ as Managing Member

Date: _____ _____
Owner

Date: _____ _____
Owner

~~Date~~ xxxx

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (Mortgage/Lien Holder).

Witness my hand and official seal.

My Commission expires _____

_____
Notary Public

Address

Date

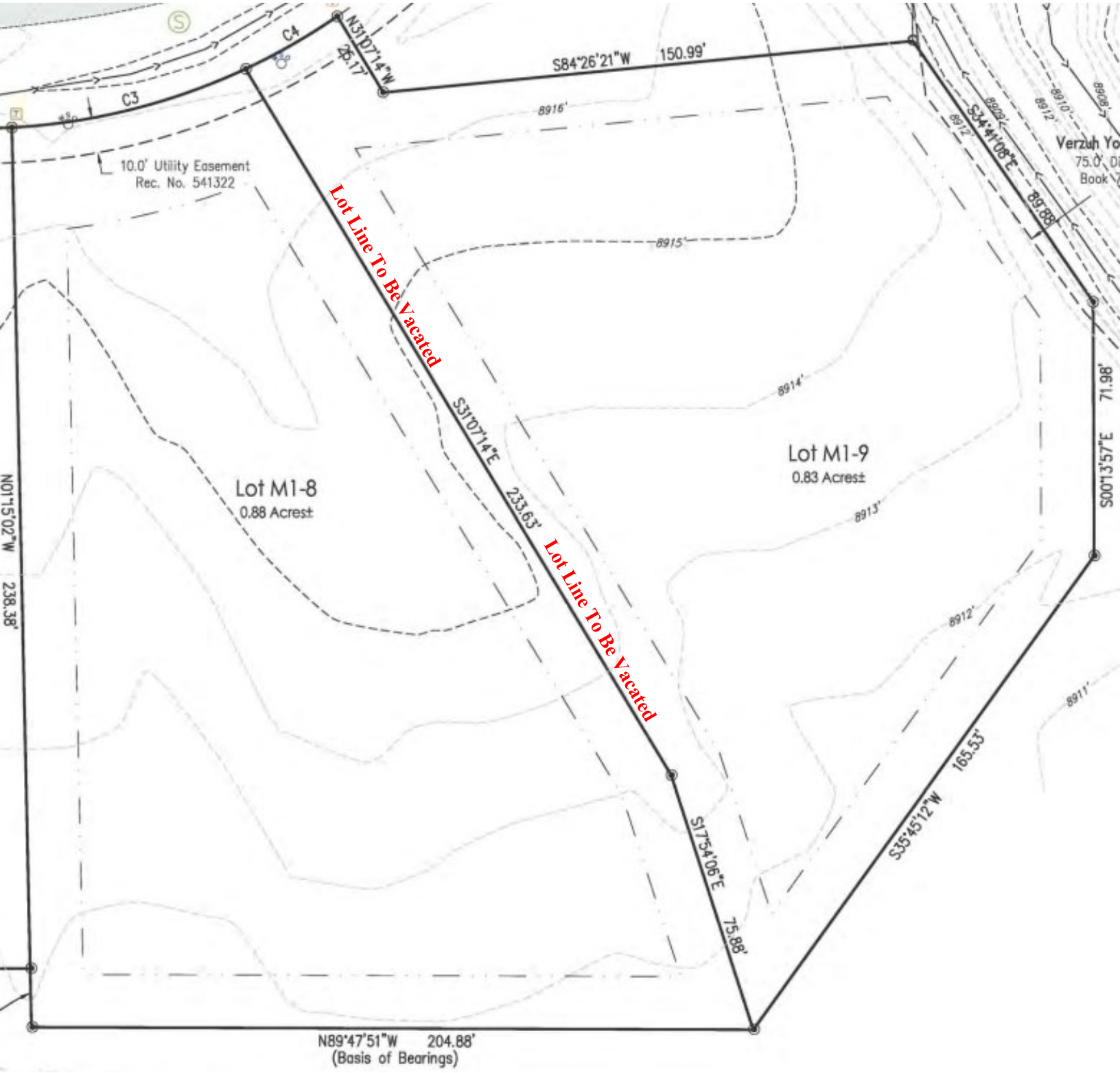
Jonathan Houck Chairperson	Roland Mason Vice-Chairperson	Elizabeth Smith Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

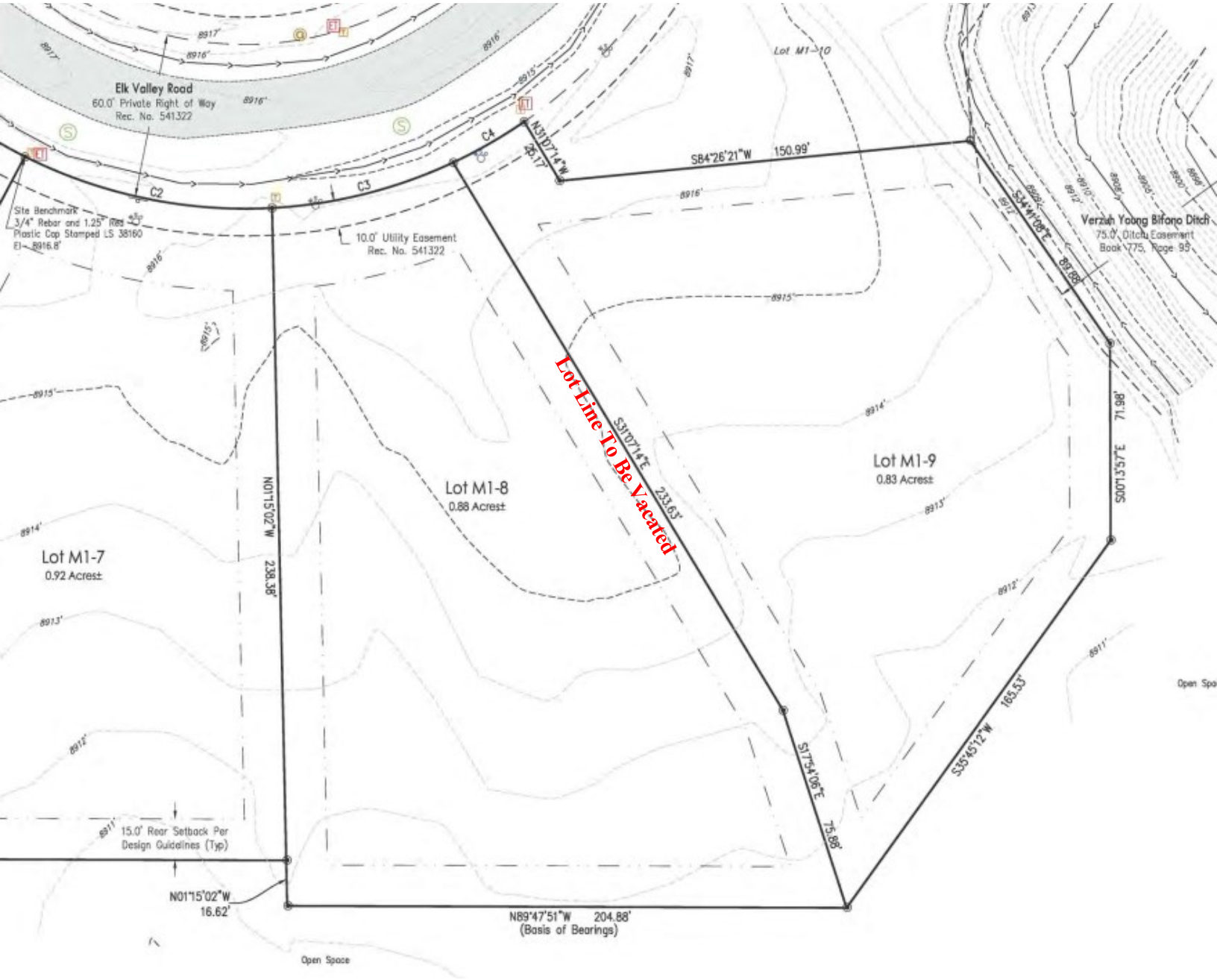
_____
Gunnison County Clerk and Recorder

SITE PLAN



NOTES:

- The lots are as identified on the Buckhorn Ranch Filing No. 2b plat as recorded April 26, 2004 at reception number 541322, Gunnison County, Colorado.


Elk Valley Road
60.0' Private Right of Way
Rec. No. 541322
Site Benchmark
3/4" Rebar and 1.25" Red Plastic Cap Stamped LS 38160
El= 8916.8'
10.0' Utility Easement
Rec. No. 541322
Verzuh Yoong Bifono Ditch
75.0' Ditch Easement
Book 775, Page 93
Lot M1-10
Lot M1-7
0.92 Acres±
Lot M1-8
0.88 Acres±
Lot M1-9
0.83 Acres±
Lot Line To Be Vacated
C2
C3
C4
N31°07'14"W
25.17'
S84°26'21"W
150.99'
S34°41'08"E
89.88'
S00°13'57"E
71.98'
S31°07'14"E
233.63'
S17°54'06"E
75.88'
S35°45'12"W
165.53'
N01°15'02"W
238.38'
15.0' Rear Setback Per Design Guidelines (Typ)
N01°15'02"W
16.62'
N89°47'51"W
204.88'
(Basis of Bearings)
Open Space

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster; Lots M1-6 and M1-7, Buckhorn Ranch Fi

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Lots M1- 6 & M1-7, Buckhorn Ranch Filing No 2b

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:
Legally sufficient. SO 1/19/2023

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 1/19/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/20/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 2/7/2023

Revised April 2015

Date: August 10, 2022

RE: Basin Real Estate Holding, LLC
Lot Cluster application
LUC-22-00067

Basin Real Estate LLC, represented by Jacob With, has applied to cluster adjacent lots: Lots M1-6 and M1-7, Buckhorn Ranch Filing No. 2b.

- The application has been reviewed by the CAO- Sammy Obaid, he determined it sufficient for BOCC review
- Taxes are current
- No lenders or liens
- HOA approval was submitted
- No utility easements to be vacated- they are 10 ft. utility easements at the front of the lots-

You may review the file:
https://permitdb.gunnisoncounty.org/citizenaccess/
projects
Search by application number- LUC-22-00067
Click on file
Attachments
View

Thanks,
Beth Baker
Gunnison County Community and Economic Development

APPLICATION TO COMBINE EXITING PARCELS OF REAL PROPERTY IN GUNNISON COUNTY

Gunnison County Community Development Department 221 N. Wisconsin St. Gunnison, CO
Website: https://www.gunnisoncounty.org/144/Community-and-Economic-Development
Telephone: 970-641-0360

SUBMIT ALL PERMIT PACKET INFORMATION TO PERMIT@GUNNISONCOUNTY.ORG

Application Fee- $1018.00

APPLICANT/ Owners: Basin Real Estate Holdings, LLC, a Texas limited liability company **PRIMARY CONTACT:** Jacob With, Law of the Rockies		
MAILING ADDRESS: 525 N. Main Street		
CITY: Gunnison	**STATE:** Colorado	**ZIP:** 81230
PHONE 970-641-1903 ex. 2	**E- Mail Address** jwith@lawoftherockies.com	
Please submit: • **Both** the Complete Application and the Complete Declaration and Agreement • Fee • Copy of Warranty Deeds • Tax certificates- showing taxes current • All items 1-9 in the application	• Owners names must be as they appear on the warranty deeds for the properties. • Legal descriptions must be as they appear on the warranty deeds for the properties	

1. **LEGAL DESCRIPTION.** The undersigned (is) (are) the owner (s) of the following described adjacent parcels of real property in Gunnison County, Colorado **(insert or attach the full legal description):**

Lots M1-6 and M1-7, Buckhorn Ranch Filing No. 2b, according to the plat recorded April 26, 2004 at reception number 541322, Gunnison County, Colorado.

****And any adjacent street or alley that is or may be vacated. County of Gunnison, State of Colorado.**

2. **REQUEST TO COMBINE LOTS AND VACATE BOUNDARY LINE(S).** The undersigned desire(s) to create a single undivided building lot from the adjacent parcels described above; the undersigned expressly desires to vacate the boundary line(s) between such adjacent parcels. (Signature blocks on last page of application)

3. **LIEN OR MORTGAGE HOLDER ADDRESS(ES).** For each parcel described in #1, above, state the name, address and telephone number of each lien and or mortgage holder and briefly describe each lien and/or mortgage: Attach information - NONE

4. **LIEN OR MORTGAGE HOLDER CONSENT.** For each lien and/or mortgage described in #4, above, as applicable, provide notarized letters of consent or a signed and notarized subordination to the lot cluster from lien or mortgage holders of the individual pre-clustered lots; the lien/mortgage holder is required to sign the attached "Lot Cluster Agreement and Declaration." N/A

****If there are no liens or encumbrances on the lots, please provide a signed statement noting there are no liens.** Enclosed

5. **PROTECTIVE COVENANTS OR DEED RESTRICTIONS.** Attach a copy of the applicable Declaration of Protective Covenants, and /or deed restriction. Enclosed

6. **HOMEOWNERS ASSOCIATION APPROVAL.** Provide a signed statement of approval of the lot cluster application. Enclosed

7. **LOCATION WITHIN SPECIAL DISTRICT.** Identify each district or entity (such as a water and sanitation district) that provides service to each lot described in #1, above. Approval of this application to combine the described parcels or lots does NOT affect fees, assessments, or charges regarding any serve to those lots; changes to those fees, assessments or charges can only be made by such districts. RE1J, Upper Gunnison Water, Gunnison Cty Library, East River Regional Sanit., CB Fire Prot., Gunnison Met. Rec., Colorado River Water.

8. **CONSENT BY UTILITIES.** As applicable, letters of consent to the lot cluster from utility companies whose facilities are located in legal easements on or adjacent to the proposed clustered lots, and a copy of the easement agreements, if such agreements exist. There are no utilities on the Property.

9. **SITE PLAN.** All the listed information MUST be shown on the drawing, as applicable. The site plan must be legible, clearly marked, on 8.5 x 11 inch paper, with a scaled representation of the lots. ☒ Exterior lot lines for all parcels described in #1, above - See attached.

- ☒ All existing and proposed structures (a separate subdivision application will be filed)
- ☒ Locations of driveways and parking areas/spaces
- ☒ Locations of utilities (septic tanks, leach fields, wells, electric, gas, telephone or cable lines)
- ☒ Distance of structures from property lines
- ☒ Easements (include width as well as locations)
- ☒ Irrigation and drainage ditches
- ☒ Boundary line(s) to be vacated between lots
- ☒ If the lots are located within a platted townsite or recorded subdivision, indicate on the site plan the date, book and page or receipt numbers as recorded in the Office of the Gunnison County Clerk and Recorder.
- ☒ The lots immediately adjacent to all boundaries of the lots that will be clustered.

Each undersigned applicant, for themselves, their heirs, successors, personal representatives and assigns, declares an intention to combine the parcels described in #1, above, into one lot to be maintained as one new integrated single building lot and further declares an intention that no portion of such new lot constituting less than the entire new lot may be conveyed, mortgaged, encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to those required by the *Gunnison County Land Use Resolution*. The above declaration is for the benefit of Gunnison County, Colorado and shall run with the land in perpetuity. Nothing in this Agreement is or shall be construed to be a waiver of applicable County building, sewage disposal, driveway and/or other permit requirements.

Basin Real Estate Holdings, LLC (Owner/Applicant)

Date: 12-9-2022

Stephen Howard as Manager Owner/Applicant

Date: _____

_____
Owner/ Applicant

AUTHORIZATIONS

Date: _____

_____
Gunnison County Attorney

Date: _____

_____
Gunnison County Community Development Director

LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting_____(filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and Basin Real Estate Holdings, LLC, a Texas limited liability company

(Owner) **(Owner)**

(Owner) **(Owner)**

RECITALS:

Legal Description: Complete – please attach if too long

Lot M1-6 and M1-7, Buckhorn Ranch Filing No. 2b, according to the plat recorded April 26, 2004 at reception number 541322

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

2. This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution.*

2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.

4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.

5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.

6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Basin Real Estate Holdings, LLC, a Texas limited liability company

Date: 1-5-2023 _____
Stephen Howard, ~~Owner~~x as Manager

Date: _____ _____
Owner

Date: _____ _____
Owner

~~Date~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
~~Mortgagee or Lien Holder~~

STATE OF COLORADO)
)ss
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 5th day of January 2023 by Stephen Howard as Manager of Basin Real Estate Holdings, LLC **(Owner/s).**

Witness my hand and official seal.

My Commission expires: 04-05-2023

Notary Public

Address:

RACHAEL QUISENBERRY
Notary Public, State of Texas
Comm. Expires 04-05-2023
Notary ID 130136985

~~STATE OF COLORADO~~xxxxxxxxxxxxxxxxxxxx

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (Mortgage/Lien Holder).

Witness my hand and official seal.

My commission expires _____

_____
Notary Public

Address _____

Date _____

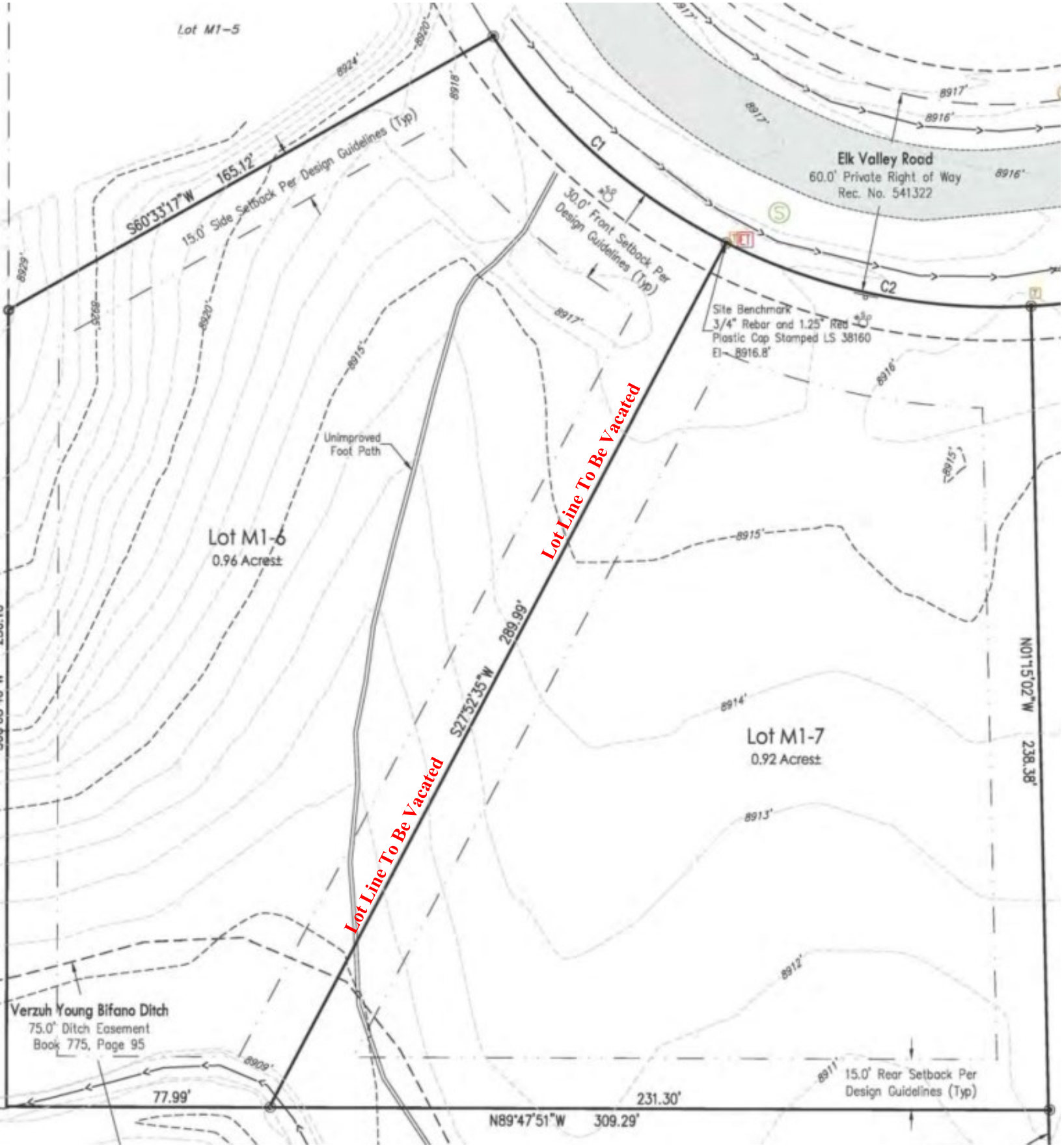
Jonathan Houck Chairperson	Roland Mason Vice-Chairperson	Elizabeth Smith Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

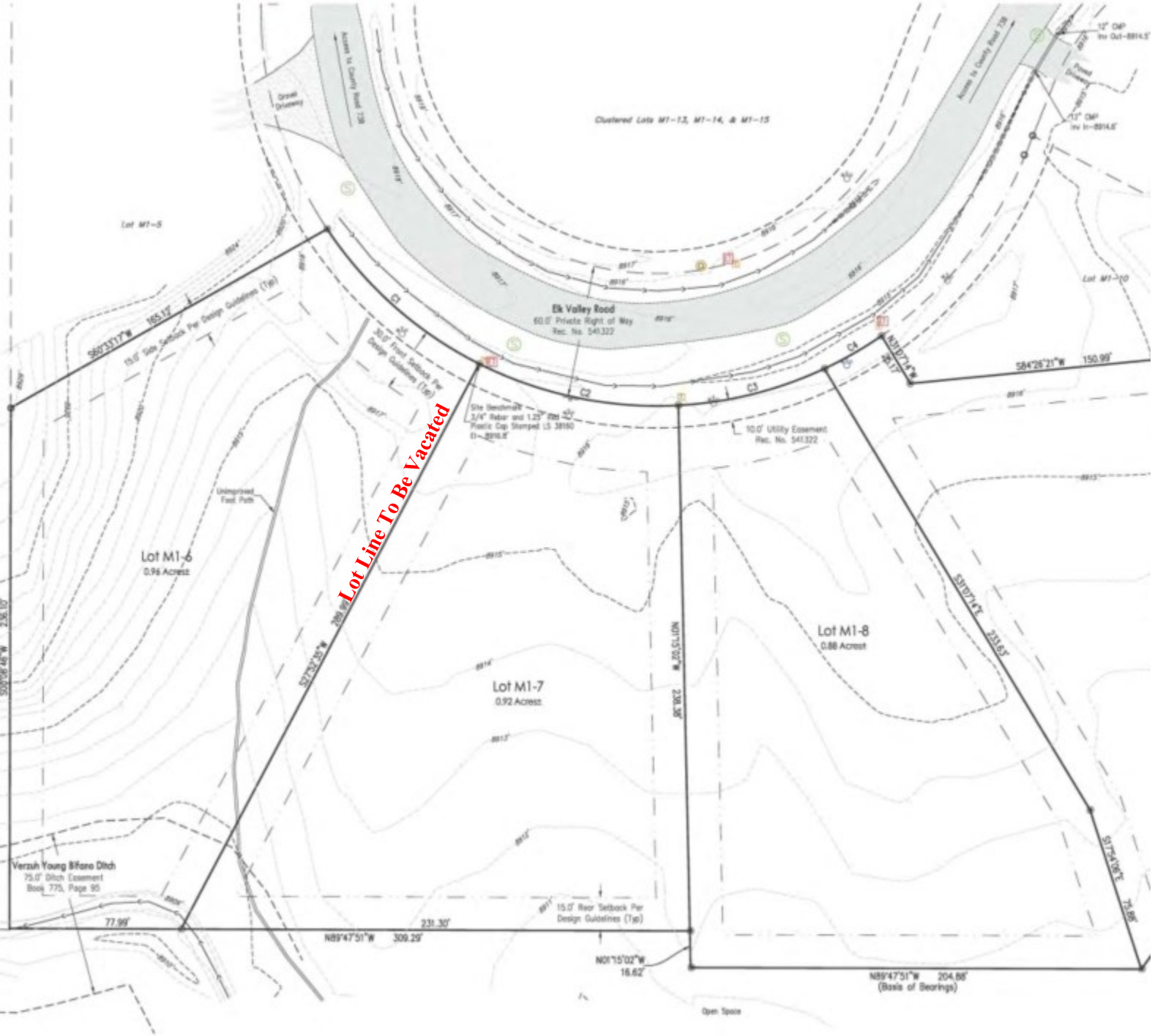
_____
Gunnison County Clerk and Recorder

SITE PLAN



NOTES:

- The lots are as identified on the Buckhorn Ranch Filing No. 2b plat as recorded April 26, 2004 at reception number 541322, Gunnison County, Colorado.


Clustered Lots M1-13, M1-14, & M1-15
Access to County Road 139
Gravel Driveway
Lot M1-5
Elk Valley Road
60.0' Private Right of Way
Rec. No. 541322
Lot M1-10
12" CMP
Inv Out=8814.5'
17" CMP
Inv In=8814.6'
S60°33'17"W 165.13'
15.0' Side Setback Per Design Guidelines (Typ)
30.0' Front Setback Per Design Guidelines (Typ)
Site Benchmark
3/4" Rebar and 1.25" dia. Aluminum
Plastic Cap Stamped LS 38160
El.=8816.8'
10.0' Utility Easement
Rec. No. 541322
N01°07'14"W 150.99'
S84°26'21"W
Unimproved Foot Path
Lot M1-6
0.96 Acres±
Lot Line To Be Vacated
S27°52'35"W 289.96'
Lot M1-7
0.92 Acres±
N01°15'02"W 236.38'
Lot M1-8
0.88 Acres±
S31°07'14"E 233.63'
S17°41'06"E 75.86'
Verzuh Young Bifano Ditch
75.0' Ditch Easement
Book 775, Page 95
77.99'
N89°47'51"W 309.29'
231.30'
15.0' Rear Setback Per Design Guidelines (Typ)
N01°15'02"W
16.62'
N89°47'51"W 204.88'
(Basis of Bearings)
Open Space

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster; Parcels 1, 2 and 3, Lots 9, 10, 11, 1

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Shultz Family Trust Investments lot cluster application in Arrowhead Commercial area Unit 1

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:
Legally sufficient. SO 2/2/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/2/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/2/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 2/7/2023

Revised April 2015

Date: January 31, 2023

RE: Shultz Family Trust Investments, LLC- Lot Cluster application
LUC-22-00005

The owners, Shultz Family Trust Investments, LLC has applied to cluster the lots as described in the legal description in parcel 1, parcel 2, parcel 3 and Lots 9,10,11,12, and 13, 2nd amendment to Arrowhead Commercial area Unit 1. This will not include the service area and parking lut on the 2nd amendment to Arrowhead Commercial area Unit 1.

A Stop Work Order was placed on the property, March 10, 2022, and has been lifted January 19, 2023. The lot cluster application can now finish going through the county process, for a lot cluster review.

- The county attorney's office has reviewed and determined it legally sufficient for BOCC review
- The taxes are current
- There are no liens
- The utility companies have been notified and have no concerns

You may review the file:
https://permitdb.gunnisoncounty.org/citizenaccess/
projects
Search by application number- LUC-22-00005
Click on file
Attachments
View

Thanks,
Beth Baker
Gunnison County Community and Economic Development

Gunnison County
COLORADO

APPLICATION TO COMBINE EXITING PARCELS OF REAL PROPERTY IN GUNNISON COUNTY

Gunnison County Community Development Department 221 N. Wisconsin St. Gunnison, CO
Website: https://www.gunnisoncounty.org/144/Community-and-Economic-Development
Telephone: 970-641-0360

SUBMIT ALL PERMIT PACKET INFORMATION TO PERMIT@GUNNISONCOUNTY.ORG

Application Fee- $285.00

APPLICANT/ Owners : Shultz Family Trust Investments, LLC **PRIMARY CONTACT:** Robert L. Shultz II		
MAILING ADDRESS: 21401 Alpine Plateau Road		
CITY: Cimarron	**STATE:** CO	**ZIP:** 81220
PHONE (home): N/A	**(cell):** 719-432-6391	
E-MAIL ADDRESS: bobshultz@yahoo.com	**E-MAIL ADDRESS:**	

9. **SITE PLAN.** All the listed information MUST be shown on the drawing, as applicable. The site plan must be legible, clearly marked, on 8.5 x 11 inch paper, with a scaled representation of the lots. ❑ Exterior lot lines for all parcels described in #1, above

- ❑ All existing and proposed structures
- ❑ Locations of driveways and parking areas/spaces
- ❑ Locations of utilities (septic tanks, leach fields, wells, electric, gas, telephone or cable lines)
- ❑ Distance of structures from property lines
- ❑ Easements (include width as well as locations)
- ❑ Irrigation and drainage ditches
- ❑ Boundary line(s) to be vacated between lots
- ❑ If the lots are located within a platted townsite or recorded subdivision, indicate on the site plan the date, book and page or receipt numbers as recorded in the Office of the Gunnison County Clerk and Recorder.
- ❑ The lots immediately adjacent to all boundaries of the lots that will be clustered.

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

Lots 14 through 21, both inclusive, and Lot 23, ARROWHEAD COMMERCIAL AREA UNIT 1, according to the official plat of 2nd Amendment to Arrowhead Commercial Area Unit 1, recorded April 20, 2001, bearing Reception No. 510103,

Parcel 2:

An Appurtenant Easement for the existing septic system (tank and leach field) and the right to maintain, repair, and replace said system, over the following described property:

Township 47 North, Range 4 West, N.M.P.M.

A tract of land located within the E1/2 and the SE1/4SW1/4 of Section 6 and within the NW1/4NE1/4 of Section 7, more particularly described as follows:

Beginning at a point on the North line of Section 6 whence the Northwest corner of said Section 6 bears N 88°24'12" W 2949.97 feet, using bearings of the Colorado coordinate system NAD27 South Zone, thence S 88°24'12"E 2374.40 feet to the Northeast corner of Section 6; thence S 0°25'25" W 2630.01 feet to the E1/4 of Section 6; thence N 88°46'38" W 1330.38 feet to the NW corner of the E1/2SE1/4; thence S 0°26'16" W 2633.83 feet to the SW corner of the E1/2SE1/4; thence S 1°04'06" W 95.62 feet to the northerly line of a parcel described in Reception No. 560911 Gunnison County records; thence along said line S 89°57'06" W 716.80 feet to the center of the Alpine Plateau Road; thence along the said center N 15°21'00" W 391.11 feet; thence N 32°51'00" W 1462.46 feet to the southerly line of a Parcel 1 as described in Reception No. 562789; thence leaving the center of the road and following the said Parcel 1 boundary S 90°00'00" E 557.53 feet; and N 0°49'00" E 3792.29 feet to the point of beginning,

EXCEPTING THEREFROM the Alpine Plateau Road in Raw Land Road Easement recorded May 10, 1994 in Book 745 at page 171.

Township 48 North, Range 4 West, N.M.P.M.

Section 31: SE1/4
NE1/4SW1/4
SE1/4SW1/4
Lots 1, 2, 3 and 4, EXCEPT the West 660 feet.

ALSO EXCEPT: Commencing at the Southwest corner of said Section 31 whence the Northwest corner of Section 31 bears N 1°19'17" E for a basis of bearings; thence N 87°56'28" E 1568.55 feet to the point of beginning, said point of beginning is also the point of beginning for a parcel described as Parcel 1 in Reception No. 562789 Gunnison County records; thence S 88°24'12" E 1383.24 feet; thence S 0°49'00" W 100.01 feet to the South line of Section 31; thence along the South line N 88°24'12" W 1308.02 feet; thence N 35°51'00" E 125.96 feet to the point of beginning.

EXCEPTING FROM all of the above described property the Road Easement to the United States of America recorded October 21, 1954 in Book 298 at page 157,
the Donation Road Easement recorded August 5, 1960 in Book 347 at page 26, and
that property in Decree of Declaration of Taking recorded July 26, 1966 in Book 389 at page 151,

AND ALSO EXCEPTING THEREFROM Arrowhead Filing No. 3, according to the Plat thereof recorded May 20, 1980 as Reception No. 350190.

Parcel 3

TOGETHER WITH Use Easement as recorded July 7, 2009 as Reception No. 591946.

County of Gunnison,
State of Colorado.

Lots 9, 10, 11, 12 and 13, and the SERVICE AREA ACCESS AND PARKING, 2ND AMENDMENT TO ARROWHEAD COMMERCIAL AREA UNIT 1, according to the plat thereof filed for record May 20, 2001 as Reception No. 510103, County of Gunnison, State of Colorado.

TOGETHER WITH the use of the Septic Easements recorded December 6, 2000 under Reception No. 507281 and recorded March 19, 2020 under Reception No. 665734.

TOGETHER WITH a non-exclusive right of ingress and egress to and from the Alpine Plateau Road, FS Road 867 formerly FS Road 559 over the platted roads in said subdivision and from said platted roads over the common grounds to said lot.

As known by street and number as: TBD ALPINE PLATEAU ROAD
Cimarron, CO 81220

Gunnison County
COLORADO

LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting_____(filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and Shultz Family Trust Investments LLC Shultz Family Trust Investments LLC
(Owner) **(Owner)**

N/A N/A
(Owner) **(Owner)**

RECITALS:

Legal Description: Complete – please attach if too long

See attached legal descriptions, 3 pages. Ther service area and parking lot on the 2nd amendment to Arrowhead Commercial area Unit 1 will not be included in this Lot Cluster.

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

2. This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution.*

2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.

4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.

5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.

6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: 12/15/2021 — Owner

Date: 12/15/2021 — Suzanne B Shultz — Owner

Date: _____ — N/A — Owner

Date: _____ — N/A — Mortgage or Lien Holder

STATE OF COLORADO)
El Paso)ss
COUNTY OF ~~GUNNISON~~)

The foregoing instrument was acknowledged before me this 15 day of December 2021 by Suzanne and Robert Shultz (Owner/s).

Witness my hand and official seal.

My Commission expires: 09/21/2025

Shawn Kerr
Notary Public

Address: 9235 N Union Blvd Ste 156

STATE OF COLORADO)
)ss
COUNTY OF GUNNISON)

SHAWN KERR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214037317
MY COMMISSION EXPIRES 09/21/2025

The foregoing instrument was acknowledged before me this _____ day of _____20___ by _____ **(Mortgage/Lien Holder).** N/A

Witness my hand and official seal.

My Commission expires: _____

_____
Notary Public

Address:

Date: _____

_____	_____	_____
Jonathan Houck Chairperson	Roland Mason Vice-Chairperson	Elizabeth Smith Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

_____
Gunnison County Clerk and Recorder

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

Lots 14 through 21, both inclusive, and Lot 23, ARROWHEAD COMMERCIAL AREA UNIT 1, according to the official plat of 2nd Amendment to Arrowhead Commercial Area Unit 1, recorded April 20, 2001, bearing Reception No. 510103,

Parcel 2:

An Appurtenant Easement for the existing septic system (tank and leach field) and the right to maintain, repair, and replace said system, over the following described property:

Township 47 North, Range 4 West, N.M.P.M.

A tract of land located within the E1/2 and the SE1/4SW1/4 of Section 6 and within the NW1/4NE1/4 of Section 7, more particularly described as follows:

Beginning at a point on the North line of Section 6 whence the Northwest corner of said Section 6 bears N 88°24'12" W 2949.97 feet, using bearings of the Colorado coordinate system NAD27 South Zone, thence S 88°24'12"E 2374.40 feet to the Northeast corner of Section 6; thence S 0°25'25" W 2630.01 feet to the E1/4 of Section 6; thence N 88°46'38" W 1330.38 feet to the NW corner of the E1/2SE1/4; thence S 0°26'16" W 2633.83 feet to the SW corner of the E1/2SE1/4; thence S 1°04'06" W 95.62 feet to the northerly line of a parcel described in Reception No. 560911 Gunnison County records; thence along said line S 89°57'06" W 716.80 feet to the center of the Alpine Plateau Road; thence along the said center N 15°21'00" W 391.11 feet; thence N 32°51'00" W 1462.46 feet to the southerly line of a Parcel 1 as described in Reception No. 562789; thence leaving the center of the road and following the said Parcel 1 boundary S 90°00'00" E 557.53 feet; and N 0°49'00" E 3792.29 feet to the point of beginning,

EXCEPTING THEREFROM the Alpine Plateau Road in Raw Land Road Easement recorded May 10, 1994 in Book 745 at page 171.

Township 48 North, Range 4 West, N.M.P.M.

Section 31: SE1/4
NE1/4SW1/4
SE1/4SW1/4
Lots 1, 2, 3 and 4, EXCEPT the West 660 feet.

ALSO EXCEPT: Commencing at the Southwest corner of said Section 31 whence the Northwest corner of Section 31 bears N 1°19'17" E for a basis of bearings; thence N 87°56'28" E 1568.55 feet to the point of beginning, said point of beginning is also the point of beginning for a parcel described as Parcel 1 in Reception No. 562789 Gunnison County records; thence S 88°24'12" E 1383.24 feet; thence S 0°49'00" W 100.01 feet to the South line of Section 31; thence along the South line N 88°24'12" W 1308.02 feet; thence N 35°51'00" E 125.96 feet to the point of beginning.

EXCEPTING FROM all of the above described property the Road Easement to the United States of America recorded October 21, 1954 in Book 298 at page 157,
the Donation Road Easement recorded August 5, 1960 in Book 347 at page 26, and
that property in Decree of Declaration of Taking recorded July 26, 1966 in Book 389 at page 151,

AND ALSO EXCEPTING THEREFROM Arrowhead Filing No. 3, according to the Plat thereof recorded May 20, 1980 as Reception No. 350190.

Parcel 3

TOGETHER WITH Use Easement as recorded July 7, 2009 as Reception No. 591946.

County of Gunnison,
State of Colorado.

Exhibit A

A TRACT OF LAND LOCATED IN SECTIONS 6 AND 7, TOWNSHIP 47 NORTH, RANGE 4 WEST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST BOUNDARY LINE OF THE ARROWHEAD COMMERCIAL AREA FROM WHENCE THE NORTH ¼ CORNER OF SAID SECTION 7 BEARS NORTH 53°32'37" WEST A DISTANCE OF 882.94 FEET;
THENCE ALONG THE WEST BOUNDARY LINE OF THE ARROWHEAD COMMERCIAL AREA NORTH 00°00'00" WEST A DISTANCE OF 985.24 FEET;
THENCE SOUTH 47°26'41" EAST A DISTANCE OF 48.01 FEET;
THENCE SOUTH 83°47'06" EAST A DISTANCE OF 274.45 FEET;
THENCE NORTH 64°04'12" EAST A DISTANCE OF 128.60 FEET;
THENCE SOUTH 32°51'00" EAST A DISTANCE OF 1505.04 FEET;
THENCE SOUTH 15°21'00" EAST A DISTANCE OF 479.20 FEET;
THENCE SOUTH 14°09'00" WEST A DISTANCE OF 758.00 FEET;
THENCE SOUTH 11°51'00" EAST A DISTANCE OF 213.90 FEET;
THENCE SOUTH 14°21'00" EAST A DISTANCE OF 195.91 FEET;
THENCE NORTH 89°22'52" WEST A DISTANCE OF 1163.46 FEET;
THENCE NORTH 16°55'39" WEST A DISTANCE OF 164.75 FEET;
THENCE ALONG CURVE TO THE LEFT HAVING A LENGTH OF 97.98 FEET AND A RADIUS OF 370.00 FEET;
THENCE NORTH 32°05'56" WEST A DISTANCE OF 54.97 FEET;
THENCE ALONG A CURVE TO THE RIGHT HAVING A LENGTH OF 55.33 FEET AND A RADIUS OF 130.00 FEET;
THENCE NORTH 07°42'57" WEST A DISTANCE OF 21.58 FEET;
THENCE NORTH 00°37'08" EAST A DISTANCE OF 972.11 FEET;
THENCE SOUTH 89°13'28" EAST A DISTANCE OF 228.44 FEET;
THENCE NORTH 05°02'32" WEST A DISTANCE OF 340.27 FEET;
THENCE NORTH 27°20'25" WEST A DISTANCE OF 91.06 FEET;
THENCE NORTH 49°38'06" WEST A DISTANCE OF 177.14 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM UNIT 1, ARROWHEAD COMMERCIAL AREA, BEING A PARCEL LOCATED IN SECTIONS 6 AND 7, TOWNSHIP 47 NORTH, RANGE 4 WEST OF THE NEW MEXICO PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL FROM WHICH THE NORTH ¼ CORNER OF SAID SECTION 7 BEARS SOUTH 52°54'35" WEST A DISTANCE OF 519.45 FEET;
THENCE SOUTH 32°51'00" EAST A DISTANCE OF 84.28 FEET;
THENCE SOUTH 15°21'00" EAST A DISTANCE OF 425.41 FEET;
THENCE NORTH 89°13'28" WEST A DISTANCE OF 268.09 FEET;
THENCE NORTH 15°21'02" WEST A DISTANCE OF 252.64 FEET;
THENCE ALONG A CURVE TO THE RIGHT HAVING A LENGTH OF 110.36 FEET AND A RADIUS OF 100.00 FEET;
THENCE NORTH 47°53'00" EAST A DISTANCE OF 198.51 FEET TO THE POINT OF THE BEGINNING.

COUNTY OF GUNNISON,
STATE OF COLORADO.

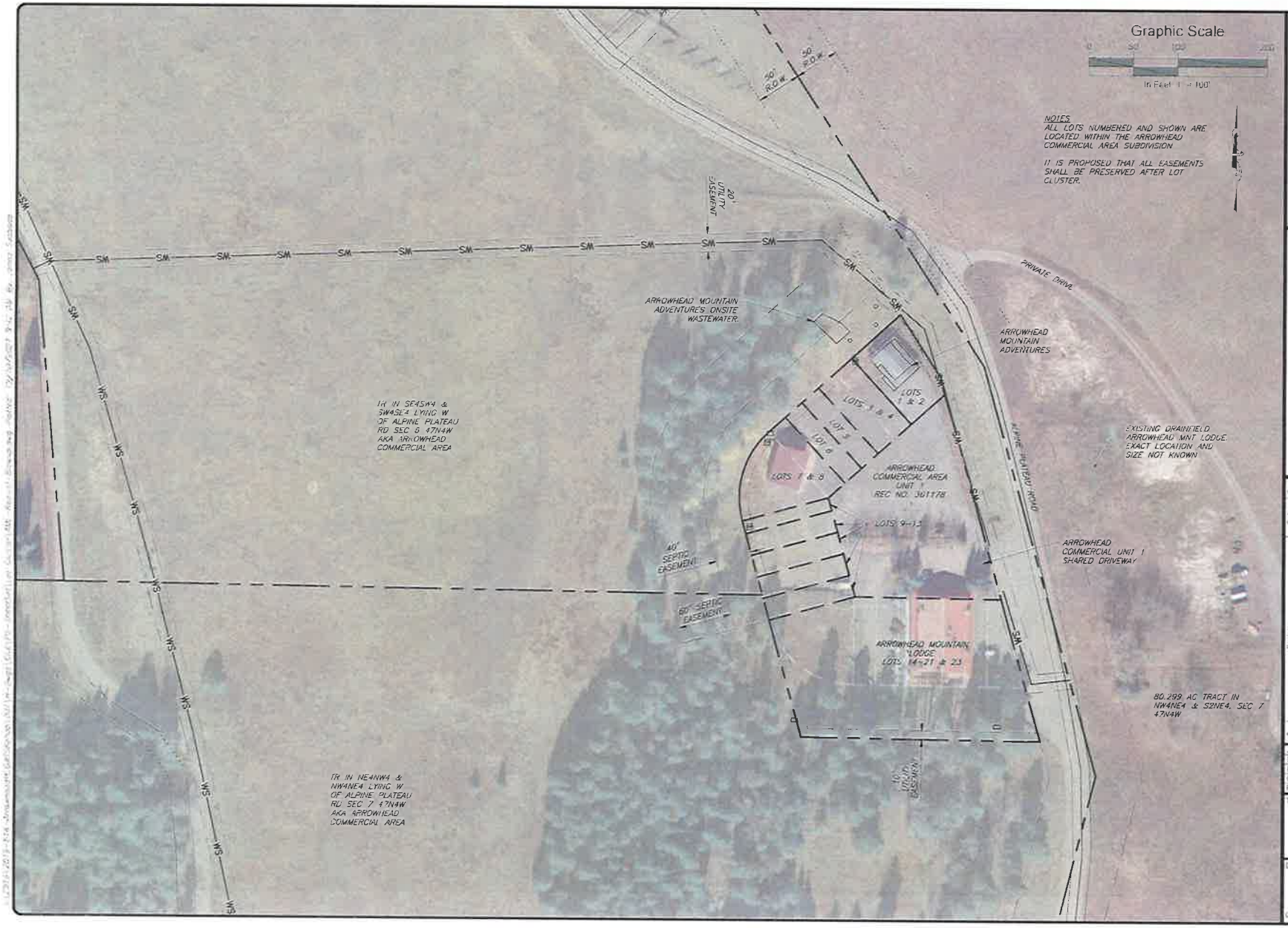
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TOGETHER WITH the use of the Septic Easements recorded December 6, 2000 under Reception No. 507281 and recorded March 19, 2020 under Reception No. 685734.

TOGETHER WITH a non-exclusive right of ingress and egress to and from the Alpine Plateau Road, FS Road 867 formerly FS Road 559 over the platted roads in said subdivision and from said platted roads over the common grounds to said lot.

As known by street and number as: TBD ALPINE PLATEAU ROAD
Cimarron, CO 81220

Hazel Lake Dr
ARROWHEAD FILING 2 SUBDIVISION
ARROWHEAD FILING 1 SUBDIVISION
Aspen Dr
Aspen Trail
Aspen Dr
ALPINE PLATEAU ROAD
TRACT A, ARROWHEAD MOUNTAIN ADVENTURES, LLC
TRACT B, ARROWHEAD MOUNTAIN ADVENTURES, LLC
TRACT C, ARROWHEAD MOUNTAIN ADVENTURES, LLC
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SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355 www.sgminc.com

Arrowhead Mountain Lodge
Lot Cluster Application

Preliminary Not For Construction

Job No. 2019-518.001
Drawn by: JS
Date: 12.06.2021
QC: PE JS
File: AML-Packet-Rev.vsd

Title:
Arrowhead Commerical Area Detailed Map

Dwg No.
2

Of 2

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Sawtooth Phase 1, Boundary Line Adjus

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Lot line adjustment for Sawtooth. The board has previously authorized this, however, an error was found and we need authorization for the chair's signature on the revised plat.

Fiscal Impact: 0

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 2/2/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/2/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/2/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

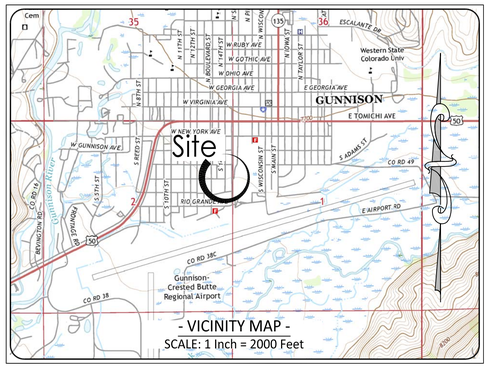
Agenda Date: 2/7/2023

Revised April 2015

Sawtooth - Phase 1, Boundary Line Adjustment Plat

Parcel 2, Replat of Fred R. Field Western Heritage Center - Gunnison County Fairgrounds and Lots 1-6, Block 137, Amended Plat of the Town of West Gunnison Situated within the Northeast Quarter of Section 2 Township 49 North, Range 1 West of the New Mexico Principal Meridian

Gunnison County, Colorado



DEDICATION

Know all men by these presents, that the undersigned, being all of the Owner(s), Mortgagee(s) and Lien-holder(s) of certain land in the City of Gunnison, Gunnison County, Colorado, described as follows:

LOTS 1 THROUGH 6, BLOCK 137, TOWN OF WEST GUNNISON, ACCORDING TO THE AMENDED PLAT THEREOF, RECORDED SEPTEMBER 1ST, 1881 IN THE OFFICE OF THE GUNNISON COUNTY CLERK AND RECORDER.

AND;

PARCEL 2, FRED R. FIELD WESTERN HERITAGE CENTER – GUNNISON COUNTY FAIRGROUNDS, ACCORDING TO THE REPLAT THEREOF, RECORDED JULY 17TH, 2006 IN THE OFFICE OF THE GUNNISON COUNTY CLERK AND RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 10, BOTH INCLUSIVE, BLOCK 130;

TOGETHER WITH THE EAST-WEST ALLEY LYING BETWEEN LOT 7 ON THE NORTH AND LOTS 8 THROUGH 10 ON THE SOUTH;

AND TOGETHER WITH A TRACT OF LAND 57 FEET ADJACENT TO THE EAST LINE OF LOTS 1 TO 7, BOTH INCLUSIVE. AND LOT 10. IN BLOCK 130, CITY OF GUNNISON, ACCORDING TO THE ACCORDING TO THE OFFICIAL AMENDED PLAT OF WEST GUNNISON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1. BEING THE NORTHEAST CORNER OF SAID LOT 1;
THENCE EAST 57 FEET TO CORNER NO.2;
THENCE SOUTH 300 FEET TO CORNER NO. 3;
THENCE WEST 57 FEET TO CORNER NO. 4 BEING THE SOUTHEAST CORNER OF SAID LOT 10;
THENCE NORTH ALONG THE WEST LINE OF LOT 10 AND LOTS 1 TO 7, A DISTANCE OF 300 FEET TO CORNER NO. 1, THE PLACE OF BEGINNING;

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE DESCRIBED PARCEL WHICH MAY LIE WITHIN BIDWELL AVENUE

LOTS 7 THROUGH 12, BOTH INCLUSIVE. BLOCK 137,

TOGETHER WITH A TRACT OF LAND 57 FEET BY 150 FEET ADJACENT TO THE EAST LINE OF LOTS 7 TO 12, BOTH INCLUSIVE, IN BLOCK 137, CITY OF GUNNISON. ACCORDING TO THE OFFICIAL AMENDED PLAT OF WEST GUNNISON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1. BEING THE NORTHEAST CORNER OF SAID LOT 7;
THENCE EAST 57 FEET TO CORNER NO. 2:
THENCE SOUTH 150 FEET TO CORNER NO. 3;
THENCE WEST 57 FEET TO CORNER NO. 4, BEING THE SOUTHEAST CORNER OF SAID LOT 12;
THENCE NORTH ALONG THE EAST LINE OF SAID LOTS 7 TO 12. A DISTANCE OF 150 FEET TO CORNER NO. 1. THE PLACE OF BEGINNING;

AND TOGETHER WITH A TRACT OF LAND 57 FEET BY 150 FEET ADJACENT TO LOTS 1 THROUGH 6, BOTH INCLUSIVE, IN BLOCK 137, ON THE EAST, CITY OF GUNNISON, ACCORDING TO THE OFFICIAL AMENDED PLAT OF WEST GUNNISON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1 THE NORTHEAST CORNER OF SAID LOT 1;
THENCE SOUTH 150 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6. BEING CORNER NO. 2;
THENCE EAST 57 FEET TO CORNER NO. 3;
THENCE NORTH 150 FEET TO CORNER NO. 4;
THENCE WEST 57 FEET TO CORNER NO. 1, THE PLACE OF BEGINNING;

AND ALSO TOGETHER WITH THAT PORTION OF EVANS AVENUE LYING SOUTH OF LOT 12, SAID BLOCK 137 AND PARCEL NO. 7 IN INSTRUMENT RECORDED MARCH 2. 1967 IN BOOK 395 AT PAGE 53, AND NORTH OF LOT 1. SAID BLOCK 130 AND PARCEL NO 6 IN INSTRUMENT RECORDED MARCH 2. 1967 IN BOOK 395 AT PAGE 53;

ALL ACCORDING TO THE OFFICIAL AMENDED PLAT OF WEST GUNNISON;

CITY OF GUNNISON,
COUNTY OF GUNNISON,
STATE OF COLORADO.

Containing 1.928 acres (84,000 square feet), more or less, have by these presents laid out, platted and subdivided the same into lots, blocks or tracts, as shown on this plat, under the name and style of SAWTOOTH – PHASE 1 BOUNDARY LINE ADJUSTMENT PLAT and do hereby dedicate to the City of Gunnison as public roads, the streets and roads as shown on said plat, these being. The undersigned hereby further dedicate to the public all utility easements and dedicate to the City of Gunnison for public use all water and water rights, both tributary and nontributary, arising upon, flowing upon or lying under the property as described and as shown hereon.

The undersigned hereby further dedicates to the public utilities the right to install, maintain and operate mains, transmission lines, service lines and appurtenances to provide such utility services within this subdivision or property contiguous thereto, under, along and across public roads as shown on this plat and also under, along and across utility easements as shown hereon.

Executed this __ day of _____, 2023.

Gunnison County Board of County Commissioners

By _____

Name _____

Title _____

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this _____ day of _____, A.D. 2023, by

_____ as _____ of Gunnison County Board of County Commissioners.

My commission expires: _____

My address is: _____
Witness my hand and official seal:

CERTIFICATE OF STREET AND UTILITY MAINTENANCE

Public notice is hereby given that neither the dedicated public roads nor the public utilities shown on this plat will be maintained by the City of Gunnison until and unless the subdivider constructs the streets and roads and utilities in accordance with the subdivision agreement, if any, and the subdivision regulations in effect at the date of the recording of this plat and approval of the City has been issued to that effect. When the City approves a street or utility for maintenance, the street or utility shall become public in all senses of the word and the subdivider has no further obligations in regards to that particular street or utility.

ATTORNEYS OPINION

I, Jacob A. With, an attorney at law duly licensed to practice before the Courts of Record in the State of Colorado, certify that I have examined 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. Real property taxes for the current and future years, a lien not yet due and payable.
2. All matters shown on this plat.
3. Inclusion of the property within any special taxing district.
4. Easements, conditions, covenants, restrictions, reservations and notes on the Plat of Replat of Fred R. Field Western Heritage Center – Gunnison County Fairgrounds – Creating Parcels 1, 2 and 3 Recorded July 6, 2006 under reception number 567008.

Signed this ___ day of _____, 2023.

By: _____
Jacob A. With, Atty. Reg. #: 40546

COMMUNITY DEVELOPMENT DIRECTOR APPROVAL

This plat of SAWTOOTH – PHASE 1 BOUNDARY LINE ADJUSTMENT PLAT, is determined to meet all development standards of the City of Gunnison, Colorado, Land Development Code.

_____
Community Development Director
City of Gunnison

Date: _____

SURVEY NOTES:

1. Basis of Bearings: Bearings shown hereon are based on an assumed Bearing of N00°55'23" between monuments found on the West line of Blocks 130 and 137, Amended Plat of West Gunnison, according to the Plat thereof, recorded at Reception No. 17078 in the office of the Gunnison County Clerk and Recorder, between the Southwest Corner of Lot 8 in said Block 130, being monumented with a 5/8" rebar and 1.25" Red Plastic Cap stamped PLS 38697, and the Northwest Corner of Lot 1 in said Block 137, being monumented by a 5/8"rebar and a 1.25" Red Plastic Cap stamped PLS 38697, as shown hereon.
2. Date of field survey: September 15th, 2022.
3. Units of linear measurements are displayed in US Survey Feet.
4. The property shown hereon is subject to all easements, rights-of-way, building setbacks or other restrictions of record, as such items may affect this property. This survey does not represent a title search by this surveyor to determine ownership or to discover easements or other encumbrances of record. All information pertaining to ownership, easement and other encumbrances of record has been taken from the title insurance commitments issued by Land Title Guarantee Company, Commitment No. GUR88004885-2, having an effective date of August 16th, 2022.

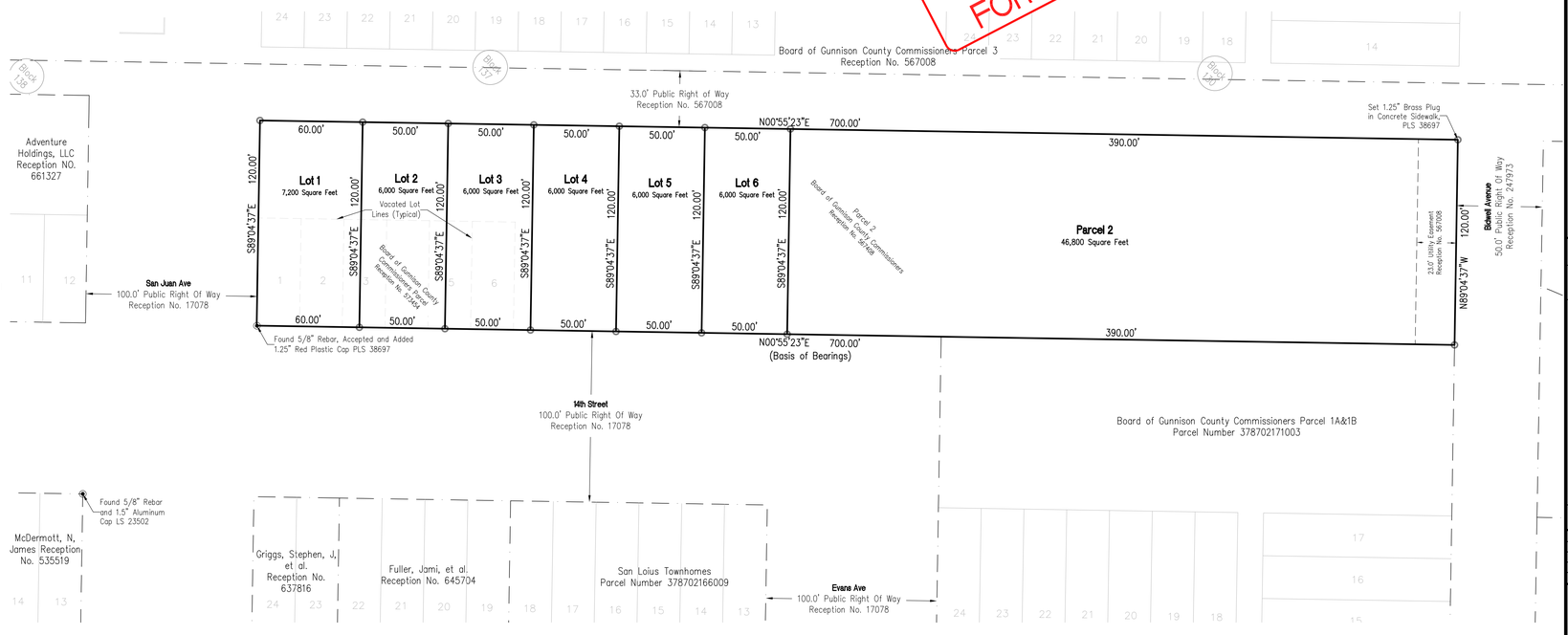
SURVEYOR'S CERTIFICATE:

Erik E. Bjornstad, being a registered land surveyor in the State of Colorado, do hereby certify that this Boundary Line Adjustment Plat and survey of SAWTOOTH – PHASE 1 BOUNDARY LINE ADJUSTMENT PLAT was made by me and under my supervision and that both are accurate to the best of my knowledge. Steel pins and/or brass cap monuments were set at all boundary corners.

Dated this XXXX day of XXXXXXX, 2023.

Erik E. Bjornstad
Colorado PLS # 38697
For, and on behalf of SGM

- PRELIMINARY - FOR REVIEW ONLY



- LEGEND -

- ◉ – Found Monument as Described
- ○ – Set 18" Long, 5/8" Diameter Rebar and 1.25" Red Plastic Cap PLS 38697 Unless Otherwise Noted
- – Vacated Lot Line Per This Plat
- – Adjoining Lot Line

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This Plat was accepted for recording in the office of the Clerk and Recorder of Gunnison County at _____ __M on the _____ day of _____, 2023.

Reception Number _____.

County Clerk and Recorder

By: _____
Deputy

Graphic Scale
0 20 40 80
In U.S. Feet : 1" = 40'

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355 www.sgm-inc.com

Sawtooth - Phase 1
Boundary Line Adjustment Plat
Gunnison, Colorado

Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

	2018-288.008
	EB
	01/16/2023
Approved: –	PLS: EB
	FairgroundsBLA

Boundary Line Adjustment Plat

1

I:\2018\2018-288-GunnisonCounty\008-FairgroundsReplat2BLA\VI-Dwgs\Surv\Dwgs\BaseMaps\FairgroundsBLA.dwg Plotted: 1/17/2023 11:13 AM By: Erik Bjornstad

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Transportation

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and CDOT

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

Summary:

Authorize signature of County Manager on CDOT grant award contract for CB to CB South Trail plan

Fiscal Impact: 166,667

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 2/1/2023

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

Comments:
Legally sufficient. SO 2/2/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/2/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/2/2023

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 2/7/2023

Revised April 2015

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

From: BOCC

To: Cathie Pagano, Assistant County Manager for Community & Economic Development

Date: January 30, 2023

Re: CDOT Contract for MMOF Award

Gunnison County has received a $125,000 award from the CDOT Multimodal Transportation and Mitigation Options Fund (MMOF). The award will be used to conduct a planning process for the Crested Butte to Crested Butte South multimodal trail The contract for that award is attached for Board review and signature by the County Manager.

Gunnison County has interviewed consulting firms to support the trail planning process and expects to make a consultant selection in the coming week and kickoff the planning process this winter. Please feel free to contact me with any questions or concerns. Thank you.

State $LAWRK **REGION: 3**
PROJECT: MTF C400-005 (25286), **WMH**
Study for Gunnison County CB to CB South
Multimodal Trail Plan

CONTRACT

THIS CONTRACT made this ___ day of _____ 20___, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and GUNNISON COUNTY hereinafter referred to as the "Contractor" or the "Local Agency."

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Total Contract Amount: $166,667.00.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to 43-2-104.5 C.R.S. as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the state (or local agency) highway system.
4. Local Agency anticipates a project for the focus on the study will be to determine the best alignment, comparative cost, and potential obstacles between the various alignment options for a multimodal trail in Crested Butte. and by the date of execution of this contract, the Local Agency and/or the State has completed and submitted a preliminary version of CDOT form #463 describing the general nature of the Work. The Local Agency understands that before the Work begins, the Local Agency must receive an official written "Notice to Proceed" prior to commencing any part of the Work. The Local Agency further understands, before the Work begins, the form #463 may be revised as a result of design changes made by CDOT, in coordination with the Local Agency, in its internal review process. The Local Agency desires to perform the Work described in form #463, as it may be revised.
5. The Local Agency has requested that State funds be made available for project MTF C400-005 (25286), Study for Crested Butte to Crested Butte multimodal trail. referred to as the "Project" or the "Work." Such Work will be performed in Gunnison County, Colorado, specifically described in **Exhibit A**.
6. The State has funds available and desires to provide 75% of the funding for the work. Local Agency will provide the other 25%. State funds may be awarded with "Special Funding". Special Funding may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds or COVID Relief. If Special Funding is used there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the Special Funding and invoiced in compliance with the rules outlined in the award of the funding.
7. The Local Agency desires to comply with all state and other applicable requirements, including the State's general administration of the project through this contract, in order to obtain state funds for the project.
8. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
9. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S. and **Exhibit B**.
10. The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily complete some or all of the Work.
11. The Local Agency can more advantageously perform the Work.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Project or the Work under this contract shall consist of the focus on the study will be to determine the best alignment, comparative cost, and potential obstacles between the various alignment options for a multimodal trail in Crested Butte., in Gunnison County, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in **Section 27** of this contract
2. This contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit B** (Local Agency Resolution)
5. **Exhibit C** (Funding Provisions)
6. **Exhibit D** (Option Letter)
7. **Exhibit E** (P II Certification)

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. It shall terminate on November 13, 2032, or sooner if any of the State's funding expires, or is sooner terminated or unless performance is extended in accordance with this Contract.

Section 4. Project Funding Provisions

A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.

B. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state and local sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

C. Funding will be detailed in **Exhibit C** of the funding provisions.

Section 5. Project Payment Provisions

A. The State will reimburse the Local Agency for incurred costs relative to the project following the State's review and approval of such charges, subject to the terms and conditions of this Contract. Provided however, that charges incurred by the Local Agency prior to the date this contract is executed by the State Controller will not be charged by the Local Agency to the project, and will not be reimbursed by the State.

B. The State will reimburse the Local Agency's reasonable, allocable, allowable costs of Performance of the Work, not exceeding the maximum total amount described in **Exhibit C**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the allowability and allocability of costs under this contract. The Local Agency shall comply with all such principles. To be eligible for reimbursement, costs by the Local Agency shall be:
   1. In accordance with the provisions of **Section 5** and with the terms and conditions of this contract;
   2. Necessary for the accomplishment of the Work;
   3. Reasonable in the amount for the goods and services provided;
   4. Actual net cost to the Local Agency (i.e. the price paid minus any refunds, rebates, or other items of value received by the Local Agency that have the effect of reducing the cost actually incurred);
   5. Incurred for Work performed after the effective date of this contract;
   6. Satisfactorily documented.

C. The Local Agency shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that project funds are expended and costs accounted for in a manner consistent with this contract and project objectives.
   1. All allowable costs charged to the project, including any approved services contributed by the Local Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in detail the nature of the charges.

2. Any check or order drawn up by the Local Agency, including any item which is or will be chargeable against the project account shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Local Agency, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

D. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
   1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
   2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.

E. The Local Agency will prepare and submit to the State, no more than monthly, charges for costs incurred relative to the project. The Local Agency's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format to be supplied by the State. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline as specified in the award letter if applicable, whichever is sooner. The State's obligation to pay Agreement Funds will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Funding Provisions & Performance Period in **Exhibit C**.

F. To be eligible for payment, billings must be received within 60 days after the period for which payment is being requested and final billings on this contract must be received by the State within 60 days after the end of the contract term.
   1. Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services. The liability of the State, at any time, for such payments shall be limited to the amount remaining of such encumbered funds.
   2. In the event this contract is terminated, final payment to the Local Agency may be withheld at the discretion of the State until completion of final audit.
   3. Incorrect payments to the Local Agency due to omission, error, fraud or defalcation shall be recovered from the Local Agency by deduction from subsequent payment under this contract or other contracts between the State and Local Agency, or by the State as a debt due to the State.
   4. Any costs incurred by the Local Agency that are not allowable under 49 C.F.R. 18 shall be reimbursed by the Local Agency, or offset against current obligations due by the State to the Local Agency, at the State's election.

Section 6. Option Letter Modification

An option letter may be used to authorize the Local Agency to begin a phase without increasing total budgeted funds, increase or decrease the encumbrance amount as shown on **Exhibit C**, and/or transfer funds from one phase to another. Option letter modification is limited to the specific scenarios listed below. The option letter shall not be deemed valid until signed by the State Controller or an authorized delegate.

A. Option to begin a phase and/or increase or decrease the encumbrance amount.
   The State may authorize the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original Agreement, with the total budgeted funds as shown on **Exhibit C** remaining the same. The State may increase or decrease the encumbrance amount for a particular phase by replacing the original funding exhibit (**Exhibit C**) in the original Agreement with an updated **Exhibit C-1** (subsequent exhibits to Exhibit C-1 shall be labeled C-2, C-3, etc.). The

State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the Agreement will be considered to include this option provision.

B. Option to transfer funds from one phase to another phase.
The State may permit the Local Agency to transfer funds from one phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another as a result of changes to state, federal, and local match. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The funds transferred from one phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

C. Option to do both Options A and B.
The State may authorize the Local Agency to begin a phase as detailed in **Exhibit A**, and encumber and transfer funds from one phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The addition of a phase and encumbrance and transfer of funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

Section 7. State and Local Agency Commitments

The Scope of Work in **Exhibit A** describes the Work to be performed and assigns responsibility of that Work to either the Local Agency or the State. The "Responsible Party" referred to in this contract means the Responsible Party as identified in the Scope of Work in **Exhibit A**.

A. Design [if applicable]
   1. If the Work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the responsible party shall comply with the following requirements, as applicable:
      a. perform or provide the Plans, to the extent required by the nature of the Work.
      b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
      c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by CDOT.
      d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
      e. stamp the Plans produced by a Colorado Registered Professional Engineer.
      f. provide final assembly of Plans and contract documents.
      g. be responsible for the Plans being accurate and complete.
      h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.
   2. If the Local Agency is the responsible party:
      a. The local agency shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
      b. It shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with State requirements.
      c. It may enter into a contract with a consultant to do all or any portion of the Plans and/or of construction administration. Provided, however, that if federal-aid funds are involved in the cost of such work to be done by a consultant, that consultant contract (and the performance/provision of the Plans under the contract) must comply with all applicable requirements of 23 CFR Part 172 and with any procedures

implementing those requirements as provided by the State. If the Local Agency does enter into a contract with a consultant for the Work:

(1) it shall submit a certification that procurement of any design consultant contract complied with the requirements of 23 CFR 172.5(1) prior to entering into contract. The State shall either approve or deny such procurement. If denied, the Local Agency may not enter into the contract.

(2) it shall ensure that all changes in the consultant contract have prior approval by the State. Such changes in the contract shall be by written supplement agreement. As soon as the contract with the consultant has been awarded by the Local Agency, one copy of the executed contract shall be submitted to the State. Any amendments to such contract shall also be submitted.

(3) it shall require that all consultant billings under that contract shall comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.

(4) it (or its consultant) shall use the CDOT procedures described in **Exhibit A** to administer that design consultant subcontract, to comply with 23 CFR 172.5(b).

(5) it may expedite any CDOT approval of its procurement process and/or consultant contract by submitting a letter to CDOT from the certifying Local Agency's attorney/authorized representative certifying compliance with 23 CFR 172.5(b).

(6) it shall ensure that its consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:

(a) "The design work under this contract shall be compatible with the requirements of the contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third party beneficiary of this contract for that purpose."

(b) "Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project."

(c) "The consultant shall review the construction contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work."

(d) The State, in its discretion, will review construction plans, special provisions and estimates and will cause the Local Agency to make changes therein that the State determines are necessary to assure compliance with State requirements.

B. Construction [if applicable]

1. If the Work includes construction, the responsible party shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work in **Exhibit A**. Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements as described in the Scope of Work in **Exhibit A**.

2. The State shall have the authority to suspend the Work, wholly or in part, by giving written notice thereof to the Local Agency, due to the failure of the Local Agency or its contractor to correct project conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.

3. If the Local Agency is the responsible party:

a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Local Agency Project Engineer (LAPE), to perform that administration. The LAPE shall administer the project in accordance with this contract, the requirements of the construction contract and applicable State procedures.

b. if bids are to be let for the construction of the project, it shall advertise the call for bids upon approval by the State and award the construction contract(s) to the low responsible bidder(s) upon approval by the State.

(1) The Local Agency has the option to accept or reject the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare the acceptance or rejection within 3 working days after said bids are publicly opened.

(2) By indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this project if no additional federal-aid funds will be made available for the project. This paragraph also applies to projects advertised and awarded by the State.

c. If all or part of the construction work is to be accomplished by Local Agency personnel (i.e. by force account), rather than by a competitive bidding process, the Local Agency will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.
   (1) Such work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency and the Stat in advance of the Work, as provided for in 23 CFR 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.
   (2) An alternative to the above is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 CFR Part 31.
   (3) Rental rates for publicly owned equipment will be determined in accordance with the State's Standard Specifications for Road and Bridge Construction § 109.04.
   (4) All force account work shall have prior approval of the State and shall not be initiated until the State has issued a written notice to proceed.

C. State's obligations
1. The State will perform a final project inspection prior to project acceptance as a Quality Control/Assurance activity. When all Work has been satisfactorily completed, the State will sign a final acceptance form.
2. Notwithstanding any consents or approvals given by the State for the Plans, the State will not be liable or responsible in any manner for the structural design, details or construction of any major structures that are designed by or are the responsibility of the Local Agency as identified in the Scope of Work in **Exhibit A**, within the Work of this contract.

Section 8. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the Responsible Party will certify in writing to the State that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at http://www.dot.state.co.us/ROW_Manual/.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the local agency obtains title.

Section 9. Utilities

If necessary, the Responsible Party will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the Responsible Party will certify in writing to the State that all such clearances have been obtained.

Section 10. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the Work is to be accomplished by railroad company forces, the Responsible Party shall make timely application to the Public Utilities

Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Responsible Party shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

A. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
B. Obtaining the railroad's detailed estimate of the cost of the Work.
C. Establishing future maintenance responsibilities for the proposed installation.
D. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
E. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 11. Environmental Obligations

The Local Agency shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 12. Maintenance Obligations

The Local Agency will maintain and operate the improvements constructed under this contract at its own cost and expense during their useful life, in a manner satisfactory to the State. The Local Agency will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the Local Agency's obligations to maintain such improvements. The State will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 13. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State to inspect the project and to inspect, review and audit the project records.

Section 14. Termination Provisions

This contract may be terminated as follows:

A. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

   Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

   If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience,

and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

C. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 15. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 16. Representatives and Notice

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

If to State	**If to the Local Agency**
CDOT Region: 3	GUNNISON COUNTY
Mark Rogers	Cathie Pagano
Project Manager	Asst. County Manager
222 South 6th Street 317F	221 N Wisconsin St. Suite D
Grand Junction, CO 81501	GUNNISON, CO 81230
970-683-6252	970-641-7985

Section 17. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 18. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 19. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, 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, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the parties, their departments, institutions, agencies, boards, officials and employees ar controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 20. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 21. Waiver
The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 22. Entire Understanding
This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 23. Survival of Contract Terms
Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 24. Modification and Amendment
This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

Section 25. Disputes
Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 26. 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 **§Statewide Contract Management System** applies. Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.
Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.
Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel

and Administration (Executive Director), upon request by the Department of Transportation and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

Section 27. **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 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.

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Section 28. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

*** Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

THE LOCAL AGENCY
GUNNISON COUNTY

Name: _____
(print name)

Title: _____
(print title)

_____
*Signature

Date: _____

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By_____
Stephen Harelson, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

2nd Local Agency Signature if needed

Name: _____
(print name)

Title: _____
(print title)

_____
*Signature

Date: _____

STATE OF COLORADO
LEGAL REVIEW
Philip J. Weiser, Attorney General

By_____
Signature – Assistant Attorney General

Date: _____

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date: _____

EXHIBIT A
SCOPE OFWORK

Name of Project: Gunnison Cty CB to CB South Trail Plan
Project Number: MTF C400-005
SubAccount #: 25286

This study will explore feasibility of and options for creating a separated multimodal trail connection from Crested Butte to Crested Butte South, approximately seven miles apart.

There are four main objectives of this planning process. These objectives help to define the deliverables of the project within a set budget.

Objective 1: Capture the desires, needs, and vision of the Gunnison County public for a multimodal trail from the Town of Crested Butte to Crested Butte South.
Objective 2: Create an actionable plan for project implementation that includes potential funding sources and identifies easement acquisition needs.
Objective 3: Assess ecological impacts of trail construction for the preferred alignment option(s).
Objective 4: Create 10% concept designs and preliminary engineering ideas for the CB-CB South Multimodal Trail that include multiple alignment options.

These objectives will be obtained by a combination of engineering, design, landscaping, ecological, and social endeavors. The output of this project will be preliminary in nature and will not include any engineering plan sets or construction work.

EXHIBIT B

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

State $ LA Work

EXHIBIT C- FUNDING PROVISIONS

Gunnison County MTF C400-005 (25286)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be $166,667.00, which is to be funded as follows:

1. FUNDING

a.	State Funds (75% MMOF Award)	$125,000.00
b.	Local Agency Funds (25% MMOF Award)	$41,667.00
	TOTAL FUNDS ALL SOURCES	**$166,667.00**

2. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	State Funds Budgeted	$125,000.00
b.	Less Estimated State Share of CDOT-Incurred Costs	$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**75%**	**$125,000.00**
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**25%**	**$41,667.00**
TOTAL PROJECT ESTIMATED FUNDING	**100.00%**	**$166,667.00**

3. FOR CDOT ENCUMBRANCE PURPOSES

a.	Total Encumbrance Amount (Only State funds are encumbered)	$125,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
	NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	**$125,000.00**

Note: No funds are currently available. Additional funds will become available after execution of an Option letter (Exhibit D) or formal Amendment.

WBS 25286.10.50	Performance Period Start*/End Date N/A	Misc	3404	$166,667.00
WBS 25286.20.10	Performance Period Start*/End Date N/A	Const.	3301	$0.00

*For MTF C400-005 (25286)*The Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the State funds for this Work is 75% State funds to 25% Local Agency funds, and this ratio applies only to the $166,667.00 that is eligible for State funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $166,667.00, and additional State funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $166,667.00, then the amounts of Local Agency and State funds will be decreased in accordance with the funding ratio described in A1. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $125,000.00. For CDOT accounting purposes, the State funds of $125,000.00 will be encumbered, but the Local Agency funds of $41,667.00 will NOT be encumbered. The total budget of this project is $166,667.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and any cost is subject to revisions agreed to by the parties prior to bid and award. The

maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the State funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 6 of this contract. **This applies to the entire scope of Work.**

Exhibit D

SAMPLE OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)

NOTE: This option is limited to the specific contract scenarios listed below AND may be used in place of exercising a formal amendment.

Date:	**State Fiscal Year:**	**Option Letter No.**	**Option Letter CMS** **Routing # Option Letter** **OLA #**

Original Contract CMS #	**Original Contract #**	

Vendor name:

SUBJECT:
Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (*does not apply to Acquisition/Relocation or Railroads*) and to update encumbrance amounts (*a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.*).

Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

Option to extend the term of this Agreement.

REQUIRED PROVISIONS:
Option A (*Insert the following language for use with the Option A*):
In accordance with the terms of the original Agreement (*insert CMS routing # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (*Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous)* is (*insert dollars here*). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only, please delete when using this option. Future changes for this option for **Exhibit C** shall be labeled as follows: **C-2**, **C-3**, **C-4**,etc*.).

Option B (*Insert the following language for use with Option B*):
In accordance with the terms of the original Agreement (*insert CMS # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for **Exhibit C** shall be labeled as follows: **C 2**, **C-3**, **C-4**, etc*.).

Option C (*Insert the following language for use with Option C):*
In accordance with the terms of the original Agreement (*insert CMS routing # of original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here),* the State hereby exercises the option to 1) release the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*); 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for* ***Exhibit C*** *shall be labeled as follows:* ***C-2, C-3, C- 4,*** *etc*.).

(The following language must be included on options A, B and C):
The total encumbrance as a result of this option and all previous options and/or amendments is now (*insert total encumbrance amount*), as referenced in **Exhibit** (***C-1, C-2,*** *etc., as appropriate*). The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: (*indicate total budgeted funds*) as referenced in **Exhibit** (***C-1, C-2,*** *etc., as appropriate*) of the original Agreement.

The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS:

State of Colorado:
Jared S. Polis, Governor

By: Date:
Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller Robert Jaros, CPA, MBA, JD

By: Date:

EXHIBIT E

PII Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the "Local Agency"), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PROJECT BUDGET

	Source of Funds	Date Secured		CDOT Funds	Applicant	Partner Funds	Total Funding
CASH							
	CDOT MMOF	Jun-22		$125,000.00			$125,000.00
	Gunnison County	Dec-21			$31,250.00		$31,250.00
	Met Rec	Nov-21				$10,000.00	$10,000.00
	Town of Crested Butte	Dec-21				$2,000.00	$2,000.00
	Crested Butte South POA	Nov-21				$1,500.00	$1,500.00
	Crested Butte Mountain Bike Association	Nov-21				$1,000.00	$1,000.00
	Gunnison-Crested Butte Tourism Association	Nov-21				$1,500.00	$1,500.00
TOTAL SOURCE OF FUNDS				**$125,000.00**	**$31,250.00**	**$16,000.00**	**$172,250.00**

CASH	**Use of Cash Funds**	**# of Units**	**Cost Per Unit**	**CDOT Funds**	**Applicant Funds**	**Cumulative Partner Funds**	**Total Funding**
Design							
Contracted Consultant - TBD	Final trail design-40% Engineer Drawings			$97,000.00	$25,000.00	$11,500.00	$133,500.00
Public Engagement							
Contracted Consultant - TBD	Public meetings, surveys, summary report			$12,000.00	$3,125.00	$4,500.00	$19,625.00
Owner's Representative	Charlier and Associates			$10,000.00	$3,125.00		$13,125.00
Project Management							
Gunnison County	Stewardship Coordinator	110.00	$55.00	$6,000.00			$6,000.00
USE OF FUNDS - CASH SUBTOTAL				**$125,000.00**	**$31,250.00**	**$16,000.00**	**$172,250.00**

TOTAL PROJECT COST	**$125,000.00**	**$31,250.00**	**$16,000.00**	**$172,250.00**
Remember: the Total Project Cost row must equal the Total Source of Funds row				

MATCH SUMMARY	**Actual**
Overall Match (% based on total cost)	27
Overall Match ($ based on total cost)	$47,250.00

Crested Butte to Crested Butte South Multimodal Trail Planning Project - Projected Timeline

Task	**May '22**	Jun	Jul	Aug	Sep	Oct	Nov	Dec	**Jan '23**	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
CDOT MMOF Grant Submission																			
CBCBS Committee Monthly Meetings																			
CDOT Consulting																			
County Procurement Process to Hire Project Consultant																			
50% Trail Design Concept																			
Public Meetings																			
Final Trail Design Concept																			
Fundraising for Implementation Funds																			
County Procurement Process to Hire Construction Firm																			
Trail Construction Initiation																			

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Sustainable Tourism and Outdoor Recre

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Proposed amendment to charter to codify prior change in standing seats.

Fiscal Impact:

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 2/2/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/2/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/2/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 2/7/2023

Revised April 2015

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

From: BOCC

To: Cathie Pagano, Assistant County Manager for Community & Economic Development

Date: January 30, 2023

Re: STOR Committee Charter

Staff has worked together on advertising STOR Committee appointments this year and we've found that the STOR Committee Charter was not amended last year to reflect the Board's decision in early 2022 to include Gunnison County Metropolitan Recreation District and the Upper Gunnison River Water Conservancy District as standing members. We've also revised the Charter to allow members whose terms may be expiring to continue serving until the Board appoints new members or reappoints members. This is to allow for scheduling flexibility for the Board and still enable a full committee at regular STOR meetings.

Please feel free to contact me with any questions or concerns, thank you.

Sustainable Tourism and Outdoor Recreation Committee

Committee Charter

Purpose

The Gunnison Valley contains stunning vistas, varied recreational opportunities. These landscapes and recreation amenities contribute significantly to the Valley's tourism economy and high quality of life. Public lands provide the backbone of our tourism industry and residents highly value their access to public lands which is why many of our residents call Gunnison County home.

When real or perceived threats to the quality of the experience on public lands occur, a conflict may arise causing us to question the value of our tourism economy. As the popularity of our community increases, we need to accommodate and sustainably manage both residents and visitors for the long term. The sustainable use of natural resources, including landscapes, forests, vegetation and wildlife, is a critical tool for conservation when addressing the increasing pressures on the natural environment by people.

Residents noted the vast numbers of people camping in the upper Valley that were not in formal campgrounds—trash, human waste and other signs of heavy use were found. Trailheads and parking areas were overcrowded. These negative impacts are exacerbated by the housing crisis with public lands becoming de-facto affordable housing to some. Local frustration with tourism included crowding on trails and in towns, disrespectful behaviors, and a culture clash with our value of being slow-paced, small towns.

Our share of winter tourism, largely driven by alpine skiing, is waning, primarily due to the competitive nature of the industry and the significant investment in new ski terrain and guest amenities occurring with other ski resorts around the West. We have one of the lowest winter occupancy and average daily rates among the 18 competitors. It is CBMR's goal to reach 500,000 skier visits by the 2021-2022 winter season which aligns with air service growth goals. At the level of 500,000 skier days, CBMR would have a sustainable financial position allowing for larger capital improvements while also providing stability for the inevitable low snow years. CBMR continues to gain momentum in increasing winter and summer visits but will need community support for initiatives like the One Valley Prosperity Strategy to help maintain this momentum over time.

While we want to mitigate and better manage summer tourism, we do have the capacity to grow and improve tourism in the winter. If we do not change our approach related to tourism and recreation—if we maintain the status quo—the challenges associated with carrying capacity will continue to increase.

A collaborative and action-oriented approach is required to manage tourism and outdoor recreation. The Sustainable Tourism and Outdoor Recreation (STOR) Committee is intended and structured to be a wide-ranging group that acts thoughtfully, efficiently and proactively to address negative impacts and develops unique approaches to create a sustainable tourism economy and outdoor recreation experience while preserving the natural resources of our County. It will be important for each and every Committee member to come to the table with open minds, keeping in mind the greater good and a

supportive, collaborative approach. It will take all members to address the complex challenges that we face.

The purpose of the STOR Committee is to work collaboratively to implement the following action steps:

1. To complete projects, and implement programs and strategies which will result in a sustainable tourism and outdoor recreation economy that also sustains the natural resources and aligns with the community's values.
2. To utilize renewable natural resources sustainably. To not threaten a species or landscape by over-use, and optimize benefits to both the environment and human needs.
3. To develop a strategic plan to collaboratively set priorities, plan, and implement improvements in outdoor recreational assets.
4. To prioritize areas and/or projects for collaborative effort and action, including, but not limited to:
    - Trail development and maintenance
    - Sanitary facilities
    - Camping management/improvements
    - Trailhead improvements ○ Parking ○ Signage ○ River access ○ Lake amenities ○ Wildlife resources
5. To develop and/or maintain recreation infrastructure in Gunnison County to reduce and mitigate the impacts of recreation.
6. To plan, implement and finance proposed improvements/projects through shared resources, identification and development of new funding sources and collaborative grant applications.
7. To submit unified comments on recreation projects and/or related federal planning processes.
8. To develop recreation infrastructure assessment.
9. To oversee implementation of OVPP Strategy related to Sustainable Tourism and Outdoor Recreation.

Organization

The Sustainable Tourism and Outdoor Recreation Committee (STOR Committee) is a community coalition, created by the Gunnison County Board of Commissioners to improve and maintain tourism and outdoor recreation in a manner that is sustainable (environmentally, socially and financially) and aligns with our community values.

The negative impacts of tourism and outdoor recreation to our natural resources and our community values (e.g. outdoor recreation experience and our connection with nature) jeopardize the sustainability of the natural resource. In order to protect natural resources and reap the benefits of tourism and recreation as an economic sector they must be managed in a way that does not conflict with our quality of life and instead complements our community values.

This committee is being referred to herein as "the Sustainable Tourism and Outdoor Recreation Committee." The Gunnison Board of County Commissioners is referred to herein as "the Board." Actions of the Sustainable Tourism and Outdoor Recreation Committee shall be governed by the Action

Plan and Goals identified in the One Valley Prosperity Strategy and those adopted by the Board of County Commissioners and attached to this Charter as Exhibit A which may be amended from time to time.

Duration

The creation of the Sustainable Tourism and Outdoor Recreation Committee will be reviewed annually by the Board of Commissioners and Committee members will be reappointed until such time it is determined that the need no longer exists.

Membership and Responsibilities

1. The Sustainable Tourism and Outdoor Recreation Committee shall be comprised of ~~nineteen~~ the following regular members appointed by the Board of County Commissioners. Applicants to the Committee will be one (unless otherwise stated) from the following categories:
    a. City of Gunnison
    b. Town of Crested Butte
    c. Town of Mt. Crested Butte
    d. Town of Pitkin
    e. Gunnison County
    f. Colorado Parks and Wildlife
    g. U.S. Forest Service
    h. Bureau of Land Management
    i. National Park Service
    j. Gunnison-Crested Butte Tourism Association
    k. Gunnison County Stockgrowers' Association
    l. Crested Butte Mountain Resort
    m. Western State Colorado University
    n. Upper Gunnison River Water Conservancy District
    ~~n.~~o. Gunnison County Metropolitan Recreation District
    ~~o.~~p. At-large public (8)

    Each nominating entity (a.-k.) shall recommend one member for a three-year term; the BOCC shall have the opportunity to interview and affirm the nominated representative to the STOR Committee. At-large committee members shall be appointed for a two-year term by the Board. Members may continue to serve outside of their expired term if the Board of County Commissioners has not yet made new appointments for the term.
2. Each nominating entity shall empower their nominee to represent the entity and to make decisions and recommendations on behalf of their entity.
3. Appointed members must have the authority, to the maximum extent feasible, to vote on issues before the Committee without having to seek counsel from their nominating entity.

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4. Public at-large Committee members shall represent stakeholder groups that have active interests in sustainable tourism and outdoor recreation and the capacity (resources, staffing, etc.) to support action and implementation of the STOR Committee.
5. A vacancy created by the resignation or termination of a member's term is filled by appointment by the Board of County Commissioners for the length of time remaining in the vacated term. If a vacancy is created by an agency (municipal, state, federal, etc.) rather than an at-large seat, the agency shall nominate a new representative to the STOR Committee.
6. A Committee member can be removed by the appropriate entity and/or the Board, no sooner than ten (10) days after written notice is provided to such member by that nominating entity.
7. Any member may resign from the Committee by giving written notice to the appropriate nominating or appointing entity.
8. A Committee member is responsible for the following:
    a. Reviewing all material received prior to meetings.
    b. Attending all meetings, insofar as possible, and notifying the Chairperson of absences at least five days in advance of the meeting(s) to be missed.
    c. Making every effort to raise questions and concerns about a proposal as soon as they are apparent.
    d. Review recommendations and makes decisions before the Committee.
    e. Assist new members of the Committee as needed.
    f. The Committee will meet with and make at least quarterly reports to the Board.
    g. The Committee will utilize the goals, objectives and strategies in the One Valley Prosperity Strategy to assure the success of the projects and coordination efforts with various agencies.
    h. The Community Development Department will send minutes of all meetings of the Committee to each member.

Officers and Duties

1. Officers of the Committee are a Chairperson and Vice-Chairperson who are members, and any other officers, as the Committee deems necessary.
2. Officers are elected annually by members at the Committee's first meeting of the calendar year, following the BOCC appointment of members, and shall be elected by a majority vote.
3. Each officer holds office for one calendar year after her/his election and may succeed herself/himself.
4. The Chairperson presides at all meetings of the Committee. The Vice-Chairperson serves in the absence or incapacity of the Chairperson, including in any event in which a conflict of interest prevents participating and vote by the Chairperson; and completes all such duties as are defined herein which are normally performed by the Chairperson.
5. All officers are voting members of the Committee including the Chairperson.
6. All records of the Committee will be maintained by the Community Development Department.

7. When a member resigns or is terminated or term expires they are to turn any records in their possession over to the new member or the Community Development Director within 15 days of their effective termination date.
8. The Community Development Department will provide support services to the Committee.

Meetings

1. The Committee shall meet monthly or more often, as necessary, to review and act upon matters brought before it.
2. All Committee meetings shall be preceded by at least 24 hours posting and published notice and held regularly and at the noticed times, and are public meetings and open to the public at all times.
3. A quorum of the Committee consists of at least half of the members appointed to the Committee. Action shall be by a majority vote of those members present. The Committee shall strive for consensus on matters. Positions are achieved by a majority vote, any member can request a roll call of the vote to be recorded in the minutes.
4. The Committee shall keep a permanent, public record of all proceedings as recorded in the form of minutes. Minutes shall not be construed as a transcript of a meeting. All meetings involving financial decisions shall be recorded, except for executive sessions.
5. At least five business days prior to a meeting, the Community Development Director shall transmit to each committee member applicable materials for each item on the agenda for that meeting.

Conflicts of Interest

1. In addition to the provisions of C.R.S. 24-18-101 et seq. as they may be amended, any member of the Committee is considered in a position of conflict of interest if any of the following situations is evidence relative to a specific matter scheduled for discussion:
    a. The member will directly and substantially be affected to his/her economic benefit or detriment by the action proposed to be taken on the subject matter; but
    b. There is no conflict if a member of the Committee is solely a member of a general group, which has an interest in a tourism and/or outdoor recreation issue.
2. Any member who considers him/herself to be in a position of conflict of interest as defined above must declare such conflict as soon as it becomes evident and shall not participate in any discussion or the proposal and shall not vote on the proposal and shall excuse her/himself from the portion of the meeting during which discussions of the subject matter is taking place and leave the meeting room.
3. Questions of conflict of interest which fall outside the above-cited categories shall be referred to the County Attorney for evaluation; no action will be taken on the subject item, and any Committee member whose relationship to the subject or application is in questions, must remove her/himself from any related discussion until a finding from the County Attorney is received by the Chairperson.

Amendments

This Charter and Procedures may be altered and amended and new ones recommended by a concurring vote of five or more members of the Committee at a regular meeting subsequent to notification of the proposed change. By such vote of the Committee, the amended Charter and Procedures will be submitted to the Board of County Commissioners for consideration and approval.

Strategies

The STOR Committee will engage in the following strategies with members and partners to achieve its goals:

1. **Be a Model and Leader of Outdoor Stewardship**: Develop recreation and environmental best practices for tourism and outdoor recreation that can be a model for others.
2. **Enhance Strategic Collaboration:** Provide a structure for collaboration that promotes strategic planning, action and implementation.
3. **Be Proactive:** Identify and prioritize areas for maintenance, management, improvements, and/or development.
4. **Educate:** Build and maintain community awareness of issues related to outdoor etiquette, recreational options and value of the resource.
5. **Advocate:** Advocate for needed changes in priorities, goals and resource allocation.
6. **Monitor Progress:** Surveys, impact assessments, trailhead counts, traffic counts, and information about use of facilities (campgrounds, trails, parking areas) shall be monitored to evaluate progress.

Committee Structure

Community Builders Task Force Liaison

The Community Builders Task Force (CBTF) is a coalition of community leaders and elected officials focused on regional cooperation and coordination. The CBTF is the oversight committee of the OVPP. A liaison is appointed to attend CBTF meetings with the aim of keeping a focus on the community value of quality of life, active lifestyles and the connection to the outdoors. A liaison from the STOR Committee will serve a one year term.

Sub-Committees

Sub-Committees will be formed on an as needed basis and may include members that are not part of the STOR Committee; however any Sub-Committee shall be chaired by a STOR Committee member.

2018 Focus & Action Plan

Focus

In 2016, the One Valley Prosperity Project resulted in this guiding principle for our community:

We believe the culture of the Gunnison Valley, which is inclusive of all people, and reveres our natural setting is important. We will welcome guests to our Valley and strive to include them in our culture and educate them about our values in which outdoor education plays a significant role.

We believe sustainable tourism should:

1. **Have positive impacts on the communities, culture, and local values while minimizing impacts to our fragile environment and man-made resources.**
2. **Provide visitors with an outstanding experience through information, education, infrastructure, friendly atmosphere, and a remarkable environment.**
3. **Maintain high quality outdoor recreation, an essential resource in the Gunnison Valley, both to support a vital tourism sector of our economy and for the well-being and values of our residents.**
4. **Create synergies that support other components of our Valley's economy.**

The One Valley Prosperity Strategy identifies the following key strategic approaches:

- Manage Summer Tourism
- Grow Tourism in the Winter and Shoulder Seasons
- Communicate Diversity of Assets to Better Distribute Visitors
- Grow Capacity for Long Term Sustainable Management
- Enhance Recreation Infrastructure
- Continue Current Tourism Marketing Strategy
- Develop a Regional Trails Master Plan
- Mitigate Conditions in the Upper Valley
- Develop an Education Campaign
- Initiate a Communication Strategy for Summer Visitors on Public Land Changes
- Centralize an Events Calendar
- Participate Regionally in the Forest Revision Plan
- Create a System for Sustainable Events

Many of the STOR Committee members were active participants in the development of OVPP Strategy.

Implementing the OVPP Strategy will help advance the goals of the STOR Committee. The STOR Committee serves an important purpose in creating a forum to prioritize projects, leverage resources and maximize impact.

Exhibit A

2018 Action Plan

GOAL 1: Coordinate implementation of the One Valley Prosperity Strategy (OVP Strategy) related to Sustainable Tourism and Recreation.	
Strategy 1	By March 31, 2018, develop work plans for the OVP Strategy implementation.
	Action: Prioritize work plan projects and develop sub-committees as appropriate
Strategy 2	By March 31, 2018 Identify top five priority areas for short term action/attention including but not limited to trail development, trail maintenance, use dispersal, parking, trailheads, sanitary facilities, campgrounds, river access
	Action: Identify needed resources for priority projects and opportunities for shared resources, collaboration and funding opportunities.
GOAL 2: Ensure the Valley's tourism sector of the economy is year round, vibrant and supports our community's values.	
Strategy 1	By December 31, 2018 create a Recreation infrastructure Assessment
	Action: Develop plan to operationalize Recreation Infrastructure Assessment with strategies, actions and timelines for implementation
	Action: Develop Trails Master Plan
GOAL 3: Foster a resident and visitor culture that demonstrates respect for our community, culture and environment	
Strategy 1	By December 31, 2018 develop a unified Gunnison Valley message for stewardship ethic and recreation etiquette to be distributed through local channels which utilizes a nationally recognized model such as the "leave no trace" program
Strategy 2	Support regional educational campaigns (Mountain Manners and Crested Butte Conservation Corps) for residents and guests to promote responsible use and good stewardship.
Goal 4: Support collaboration between federal land agencies, local government, non-profit and user groups to improve management of recreation and natural resources.	
Strategy 1	By March 30, 2018 develop a fundraising strategy for identified priority projects.
Strategy 2	By September 30, 2018 set common goals and priorities for natural resource and recreation asset enhancements.

Strategy 3	Coordinate a regional vision and strategy for public lands and actively engage in the USFS Forest Plan Revision process.
Goal 5: Be proactive in management of private and public natural and recreation assets to minimize resource degradation and enhance quality.	
Strategy 1	Manage campground capacity to minimize illegal and/or dispersed camping.
Strategy 2	Improve and coordinate trail signage regionally to enhance user experience and reduce negative impacts such as trespassing.
Strategy 3	By March 31, 2018, target businesses who interact with visitors (recreation businesses, visitor center, concierges, etc.) to understand recent public land rule changes (i.e. USFS and BLM dispersed camping regulations) and how to direct visitors to additional information.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Boards and Commissions; Appointmen

Action Requested: Motion

Parties to the Agreement:

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

Summary:

For your review, a list of reappointments to be made, along with the corresponding applications received for each

Fiscal Impact: n/a

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/2/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 2/7/2023

Revised April 2015

2023 Board/Commission Appointments **Vacancies**

Board of Adjustments and Board of Appeals **3**

Applied: 3 (+1 new to interview 2/21)

1. **Bill Barvitski** – reapplied - **Reappoint**
2. **Andrew Tocke** – reapplied - **Reappoint**

Environmental Health Board **1**

Applied: 1 (+2 Alt's on 2nd search notice)

1. **Shea Earley** – reapplied – **Reappoint**

Gunnison Valley Land Preservation Board **1 alt**

Applied: 1

1. **Les White** – reapplied for alt position - **Reappoint**

Gunnison Watershed Weed Commission **3**

Applied: 1 (+2 on 2nd search notice)

1. **Lorraine Rup** – reapplied - **Reappoint**

Region 10 **2 (Transportation) + 2 (Loan Fund)**

Applied: 4 (3 reappoint + 1 to interview for Transportation 2/21)

1. **Vincent Rogalski** – reapplied for Transportation position - **Reappoint**
2. **David Assad** – reapplied for Loan Fund - **Reappoint**
3. **Shane McGuinness** – reapplied for Loan Fund - **Reappoint**

Veteran Services Officer **1**

Applied: 1

1. **Steve Otero** – reapplied – **Reappoint**

Board of Adjustment Applications

Environmental Health Board Application

GV Land Preservation Board Application

Watershed Weed Commission Application

Region 10 Applications

Veterans Services Officer Application

Melanie Bollig

From: noreply@civicplus.com
Sent: Wednesday, January 11, 2023 11:36 AM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Board of Adjustments
First and Last Name	Bill Barvitski
Address	
City	Gunnison
Phone	
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I have served on this Board for awhile now and would like to continue
Additional Comments	*Field not completed.*

Email not displaying correctly? View it in your browser.

Melanie Bollig

From: noreply@civicplus.com
Sent: Monday, January 9, 2023 10:48 AM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Board of Adjustments
First and Last Name	Andy Tocke
Address	
City	Gunnison
Phone	
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I am interested in serving the County and the community, including those in the construction industry to see that development occurs in a manner that is in line with the County and community's shared vision.
Additional Comments	*Field not completed.*

Email not displaying correctly? View it in your browser.

Melanie Bollig

From: noreply@civicplus.com
Sent: Wednesday, December 28, 2022 3:39 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Environmental Health Board
First and Last Name	Shea Earley
Address	
City	Gunnison
Phone	
Email Address	
Why would you like to serve on this Board or Commission?	I live and play with my family here in Gunnison County. Keeping our environment safe and clean is one of the most important issues that we face as a community over the coming years. I feel that my professional expertise will not only help facilitate the review of projects that come before the EHB but also to help continue to protect this beautifal and fragile environment that we call home.
Additional Comments	*Field not completed.*

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Melanie Bollig

From: noreply@civicplus.com
Sent: Friday, January 6, 2023 8:54 AM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Gunnison Valley Land Preservation Board
First and Last Name	Les White
Address	
City	Gunnison
Phone	
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I feel preservation of open spaces either through conservation easements or fee title purchases is extremely important to the continued lifestyle and well being of the Gunnison County community. I have served as alternate on this board for several years and have rarely missed a meeting. Although as an alternate I cannot vote my opinions and thoughts have been heard and are added to the information presented about each project.
Additional Comments	*Field not completed.*

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Melanie Bollig

From: noreply@civicplus.com
Sent: Tuesday, January 3, 2023 1:25 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Watershed Weed Commission
First and Last Name	Lorraine Rup
Address	
City	Gunnison
Phone	
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I would like to continue my tenure for another term. I am currently Secretary to the Board and a Gunnison County citizen representative. I enjoy working with all the dedicated members on this committee, and I'm committed to helping the County accomplish its weed management goals.
Additional Comments	*Field not completed.*

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Gunnison County Administration
200 E. Virginia
Gunnison, CO 81230

January 16, 2023

Dear Gunnison County Commissioners:

I would very much like to continue my efforts with Region 10. Over the years this has become a challenging opportunity to further the interests of Gunnison County and our Region. Specifically, my efforts in the area of Transportation have proven to be of value.

I currently hold the positions of:

Chairman: Gunnison Valley Transportation Planning Region
Chairman: State Transportation Advisory Committee (STAC)
(just elected in October 2022 again to a two term as Chairman)
Committee member on:
CDOT Transit and Rail Advisory Committee (TRAC)
CDOT Efficiency and Accountability Committee

With my position as Chairman of the STAC, I currently attend the CDOT's Transportation Commission's workshops and meetings. I also make a report to the Transportation Commission at their monthly meeting.

We now have a 10 year pipeline of projects on our list of priorities. We will be completing one of our major priority projects in July, "The Little Blue Creek Canyon". Two other projects of interest are on 135; two intersection projects,
one at Brush Creek and the other at Cement Creek. These will require Major input both in planning and funding from Gunnison County.

Thank you for appointing me in the past, and I look forward to working with you in the future. Again, I would very much like to continue my efforts with Region 10.

Sincerely,

Deacon Vincent J. Rogalski

Gunnison, CO 81230

Melanie Bollig

From: noreply@civicplus.com
Sent: Thursday, December 1, 2022 12:41 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Region 10
First and Last Name	David Assad
Address	
City	Gunnison
Phone	
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I currently serve on the Business Loan Fund Committee representing Gunnison County. This ongoing experience allows me to understand what kind of funding is available to companies in our county. I would like to continue to serve on this committee to continue gaining knowledge on possibilities for capitalizing our local businesses.
Additional Comments	*Field not completed.*

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Melanie Bollig

From: noreply@civicplus.com
Sent: Friday, January 6, 2023 8:30 AM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Region 10
First and Last Name	Shane McGuinness
Address	
City	Gunnison
Phone	
Email Address	
Why would you like to serve on this Board or Commission?	Have served on the Business Loan Fund for 2 terms now. Would like to continue doing so.
Additional Comments	-Currently the IT Manager at GCEA -Volunteer with West Elk Hockey Assn. -Asst. Coach with CB Titans Hockey program -Joined the BLF in 2018.

Email not displaying correctly? View it in your browser.

Melanie Bollig

From: noreply@civicplus.com
Sent: Thursday, December 29, 2022 10:47 AM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Veterans Service Officer
First and Last Name	Stephen Otero
Address	
City	Crested Butte
Phone	
Email Address	
Why would you like to serve on this Board or Commission?	Since February of 2016 it has been my pleasure to serve Gunnison County in the capacity of Veteran Services Officer. It has been a learning experience for me as my background after 12 years of active military service includes federal service of "wounded warriors", families, and surviving dependents (Gold Star families). I am currently working to provide enhanced grant funding in direct support of local resident veterans. This is a first for Gunnison County Veteran Services and is a standard I will carry forward if I am selected to continue this service. I aim to be innovative and creative in continuing to learn how local veteran's needs are developing now and in the future. Our nation is protected on a large scale by military families and as such, my focus is rooted in care of the whole person and their family members. When we support Veteran's families, we support our Veteran's during their most vulnerable periods of life. During the previous six years of my service to Gunnison Veteran's, I've also taken time to describe my vision for care to any interested clients and encourage other Veteran's to consider serving the community in the future so that the

community will have the best possible service officer at any given time period. I will continue work with community partners in the future to enhance Veteran centric community infrastructure and further develop the funding available for both community members and the VSO position. Thank you for your consideration of my appointment as your VSO.

Field not completed.

Additional Comments

Email not displaying correctly? View it in your browser.

STEPHEN J. OTERO

Crested Butte, Colorado

A results-oriented, military tested, community health programs manager with a focus on human performance and strategic health initiatives within the international military community. I design, align, and implement programs spanning multiple business lines, strengthening management competencies, while focused on engaging teammates and employees to collaborate and meet key performance indicators.

GUNNISON COUNTY, COLORADO **Feb 2016-Present**
VETERAN SERVICES OFFICER

- Advises veterans, veterans' survivors, and their dependents of their rights under military service benefits acts and other relevant legislation.
- Investigates and conducts interviews with veterans and their dependents to obtain a comprehensive case history in order that eligibility for local, state, or federal aid can be determined.
- Assists veterans and dependents in the offices of public agencies, medical clinics, hospitals, in the preparation and follow-up of applications for state and federal benefits including home loans, education, and pension.
- Reviews and files claim related documents for veteran benefits while maintaining HIPPA compliance.
- Develops and maintains close liaison with other veteran service agencies, nonprofits, elected officials, and research groups.
- Coordinates with federal and state legislative officials to craft policy relevant to supporting veterans and dependents desired outcomes.
- Conducts a public relations program to disseminate general information regarding veterans benefits by means of radio broadcasts, newspaper releases and speaking engagements before interested groups.
- Prepares departmental budget, presents to state and federal elected officials and formulates office procedure.
- Advocates for and leads local therapeutic education programs in consultation with licensed medical staff physicians, mental health, and allied health providers.

HUTS FOR VETS, 10th Mountain Division Hut System, CO **Oct 2020-Present**
BOARD MEMBER, WILDERNESS GUIDE

- Volunteer leader who attends regularly scheduled board meetings, related external partnership/development meetings, and staff development meetings.
- Leads junior guide development training sessions for newly hired field staff focused on military veteran culture, safety in the wilderness, mental health first aid and professionalism.
- Participates in fundraising activities for the organization and leads grant development committee.
- Leads wilderness based therapeutic experiential education programs in cooperation with licensed mental health providers.
- Leader in consultation with research committee formulates and delivers relevant nature-based veteran health intervention policy guidance to local, regional, and national elected leaders.

OUTDOOR ADAPTIVE THERAPY CONSULTANT, Nationwide **May 2014-Present**
TRIP LEADER

- Coordinates access to outdoor adaptive adventure programing and programs for military veterans
- Leads groups of 4-16 personnel on therapeutic wilderness, adventure, and endurance sport events, featuring various athletic disciplines.
- Screens military veteran program applicants through systematic interview/trip selection process to develop therapeutic milieu.
- Implements PTSD/TBI specific therapeutic discussion sessions into preexisting program curriculums.
- Researcher of experiential outcomes, relevant human performance focused methodologies, and psychological interventions.

AIR FORCE WOUNDED WARRIOR PROGRAM, San Antonio, Tx **Oct 2013-April 2015**
Marketing Communications Officer, Continuum of Care Team Member

- Acts as the leader on all PR/External Relations activities for the Air Force Warrior & Survivor Care Division globally. Responsible for developing, executing, and measuring the global Air Force PR strategy (both public and private), overseeing $1M PR budget, managing and leading the international PR team located in 42 different offices.
- Responsible for building the AFW2 brand and driving growth through an integrated communications plan including press releases, media outreach, strategic media partner cultivation, social media, and veteran transition industry content integration.
- Manages referral networks of veteran transition focused resources including mental health, housing, finance and education partners.

- Acts as the lead for executive level AF civilian and general officer staff, providing strategic, creative, and logistical leadership, and for managing execution of public relations, media relations and industry relations for AFW2.
- Collaborates with health care facilities, 501c3 organizations, private businesses, and individuals to facilitate various mental and physical health treatment options for post 9/11 wounded, ill or injured veterans
- Represents the Air Force externally on a day-to-day basis with the media as a subject matter expert in veteran's transition assistance spanning print, online, and broadcast media interviews.
- Develops and leads wounded warrior program integration across various military departments, outside partners and vendors.
- Collaborates extensively across the Department Of Defense and with key groups throughout American and International governments, ensuring communication objectives are met.
- Identifies, assesses and trains wounded veterans in multiple areas of personalized transition needs.
- Documents ongoing case notes in various database programs to ensure accurate track records of individual veteran referral and outreach success. Salesforce, Access and Constant Contact.
- Selected by Director of the Defense Health Agency to lead international PR efforts for the US government during the "Invictus Games" with international viewership (TV, print, web) of approximately 151 million.

SECURITY AMERICA MORTGAGE, INC., Houston, Tx **May 2012-Sept 2013**
Public Relations Director, Veteran Recruiting and Outreach Specialist

- Primary executive responsible for creating Public Relations department for VA specialized mortgage company. Provides leadership and training to all levels of staff on media relations, military protocols, and Veteran engagement.
- Develops and implements community outreach policies and programs.
- Leads B2B partnership deals to increase revenue, determines employee best practices, and acts as company spokesman in media.
- Screens all military veteran job applicants prior to formal interview/hiring process.

ASSOCIATION OF THE UNITED STATES ARMY, Houston, Tx **Aug 2012-Aug 2014**
Vice President - Public Relations, Community Project Manager

- Directs, coordinates, and facilitates all public and media related activities for the Houston Chapter.
- Creates, solicits for, and leads, community outreach projects throughout the greater Houston and surrounding areas which benefit 100% disabled veterans and their families.
- Travels to Capitol Hill in Washington D.C. on an annual basis to lobby House/Senate for increased veterans' benefits.
- Assesses individual veteran needs related to successful integration after discharge from active military service.
- Acts as spokesperson in the media.

RAMSTEIN PUBLIC AFFAIRS, Ramstein, DE **2010-2012**
Social Media Manager, Public Affairs Photojournalist

- Managed, assembled, and delivered Public Affair's program performance tracking system, which measures the effectiveness of initiatives and progress in improving C-suite level leaders' reputation, key message awareness and action among employees and in the media. Scoring system provides data-driven info with which to recommend adjustments to strategies and tactics to stay on track and meet goals.
- Led, created, and developed "No ARI's, No DUI's, No excuses" marketing campaign, featuring mixed media messaging, achieving a DUI reduction rate of 8% location wide.
- Researched, established, implemented, and maintained multifaceted social media outreach program, which displayed key messages to targeted audiences, facilitating communications delivery to a previously untapped market.

EDUCATION

B.S. - Exercise and Sport Science, *magna cum laude* – Western Colorado University Dec 2021
B.A. – Psychology, *magna cum laude* – Western Colorado University Dec 2021
B.A. – Recreation and Outdoor Education, *magna cum laude* - Western Colorado University Dec 2021
Wilderness First Responder Certified, Desert Mountain Medicine – April 2022
CPR/AED Certified, Desert Mountain Medicine – April 2022
AIARE Avalanche Rescue, Irwin Guides, Crested Butte, CO – Jan 2021
American Red Cross Emergency First Responder – May 2019
AIARE Avalanche Level 1 Certification, Irwin Guides, Crested Butte, CO – Dec 2017

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Whetstone Housing Project; Land Use Change Review

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Review of Planning Commission recommendation on Whetstone Workforce Housing LUC-22-00049

Fiscal Impact:

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 2/2/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/2/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/3/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 20 minutes

Agenda Date: 2/7/2023

Revised April 2015

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

To: BOCC

From: Cathie Pagano, Assistant County Manager for Community and Economic Development

Date: February 2, 2023

Re: Whetstone Community Housing Sketch Plan

The Planning Commission has recommended approval of LUC-22-00049 for the Whetstone Community Housing development for workforce and essential residential units. The recommendation is attached for your review.

Section 7-202: L. *Board Decision on Optional Board Public Hearing* states:

"The Board shall have the option of conducting another public hearing to consider the Sketch Plan application and the Planning Commission's recommendation. Within 20 days of receipt of the Planning Commission's recommendation, the Board shall determine whether to conduct a public hearing. A decision to conduct or not to conduct such a hearing shall be based on the Board's determination of whether it is in the public interest to do so, considering among other factors the following:

1. ***LEVEL OF PUBLIC INTEREST**. There has or has not been substantial public interest in the proposal, as reasonably shown by attendance at, and testimony submitted for, the joint public hearing; or*
2. ***IDENTIFICATION OF NEW ISSUES**. Whether it is reasonably probable that new issues related to the Sketch Plan application of the proposed land use change will be identified; or*
3. ***IDENTIFICATION OF NEW INFORMATION.** Whether it is reasonably probable that new information related to the Sketch Plan application of the proposed land use change will be provided.*

***M. BOARD PUBLIC HEARING**. If the Board chooses to conduct a public hearing, the following shall apply:*

1. ***HEARING NOTICE**. Public notice that the Board will conduct a public hearing to consider the Sketch Plan application shall be accomplished pursuant to Section 3-112:* Notice of Public Hearing.
2. ***CONDUCT OF HEARING.** The Board hearing shall be conducted pursuant to Section 3-113:* Conduct of a Public Hearing.
3. ***COST FOR PUBLIC HEARING NOTICE(S)**. The applicant shall be billed and shall be responsible for paying for the actual cost of publication of all applicable public hearing notices as required pursuant to Section 3-112:* Notice of Public Hearing.

***N. BOARD ACTION.** Within 35 days after receipt of the Planning Commission recommendation, if the Board did not conduct another public hearing, or within 35 days after closure of the hearing if the Board conducted another public hearing, the Board shall approve, approve with conditions, or deny the Sketch Plan. The Board's decision shall be entered into the official minutes of the meeting and shall contain the necessary findings of fact and reasons to support the decision. If the Board does not make separate findings of fact, it shall be presumed to have adopted the findings and recommendations of the Planning Commission.*

1. ***ADDITIONAL PLANNING COMMISSION REVIEW MAY BE REQUIRED.** Before it takes action on the application, the Board may refer the application back to the Planning Commission for further consideration and recommendations if at least one of the following circumstances is present:*

a. ***NEW INFORMATION SUBMITTED.*** *There has been information submitted that was not available for consideration by the Commission before its recommendation; or*

b. ***INSUFFICIENT EVALUATION.*** *There are substantive issues or requirements of this* Resolution *that were not sufficiently evaluated in the Commission's recommendations; or*

c. ***SUBSTANTIVE ALTERATION.*** *There has been a substantive alteration to the plan subsequent to the Commission's recommendation; or*

d. ***NEED FOR CLARIFICATION.*** *There is an element of the Planning Commission's recommendation that requires clarification."*

The Board has the option to hold an additional public hearing on this matter. The Planning Commission and the Board have conducted two joint public hearings on this application. There has been public interest in this application. No new issues have been identified and no new information has been submitted as part of this application to the Community Development Department.

If the Board decides to hold an additional public hearing proper public notice shall be required (30 days). If the Board decides not to hold an additional public hearing, action may be taken at a regular meeting.

The Planning Commission recommendation and draft resolution are attached for your review.

Please feel free to contact me with any questions or concerns. Thank you.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2023 - ___

A RESOLUTION APPROVING THE SKETCH PLAN FOR
LUC-22-00049
WHETSTONE COMMUNITY HOUSING DEVELOPMENT

WHEREAS, the parcel that is the subject of this Resolution is located at 25315 Hwy 135. The parcel is legally described as: a tract of land in the NW1/4SE1/4, Section 12, Township 14 South, Range 86 West, 6th pm. There are two separately deeded parcels that are part of this application, including the parcel described in warranty deeds recorded at Reception Nos. 658634 and 685777 and the plat recorded at Reception No. 685778.

WHEREAS, the Whetstone Community Housing Land Use Change application was submitted on September 9, 2022 and was determined a complete application by staff on October 14, 2022.

WHEREAS, the Planning Commission held work sessions and public hearings to discuss the Whetstone Community Housing application on the following dates:

- October 20, 2022 Work Session and Site Visit
- November 3, 2022 Work Session
- November 17, 2022 Work Session
- December 1, 2022 Work Session
- January 19, 2023 Joint Public Hearing
- February 2, 2023 Joint Public Hearing

WHEREAS, the applicant proposes the development of an essential workforce housing residential development on the site, as governed by the Gunnison County Land Use Resolution, as amended (LUR).

WHEREAS, the LUR defines "essential housing" as "housing for qualified households as determined by the Gunnison County Housing Authority." *See* LUR Section 2-102.

WHEREAS, the LUR defines "workforce" as "persons who are employees in Gunnison County whose household incomes are categorized as low income (i.e., a household whose annual income does not exceed 80 percent of the area median income as published annually by the U.S. Department of Housing and Urban Development) or moderate income ((i.e., a household whose income is between 81 percent and 120 percent of the area median income as published annually by the U.S. Department of Housing and Urban Development). *See id.*

WHEREAS, the LUR "shall be construed liberally to further its stated purposes." *See* LUR Section 1-103.

WHEREAS, amongst the purposes of the LUR is to "encourage a diversity of housing types, densities, and development that assists in providing adequate housing for all people[;]. . . [t]o encourage innovations in residential, commercial, and industrial land use changes, so that the growing demands of the population may be met by greater variety in type, design, and layout of development[;] . . [t]o encourage residential development that meets demonstrated housing needs in Gunnison County[;] . .

. [t]o protect and enhance the economic strength of the private and governmental sectors of Gunnison County in a manner that is compatible with this Resolution[;] . . . [and] [t]o encourage, strengthen and promote greater economic diversity in the County, to broaden employment opportunities and reduce seasonal employment fluctuation in a manner that will not endanger or detract from the existing economy." *See* LUR Section 1-103.

WHEREAS, the total parcel is 15.1 acres. Approximately 231 units are proposed at the site at this time, of which the majority (more than 40% per Essential Housing standards) shall be deed restricted based on AMI limitations which will vary based on a range of community need and the ability of the County and developer to secure supplemental funding and control costs.

WHEREAS, the development will consist of no less than 80% deed restricted units total. 40% of the total units shall be restricted to incomes of 120% AMI or less.

WHEREAS, the applicant's goal is to have 100% of the units be deed restricted, including income restrictions, to meet the needs of the community as identified in the 2021 "Gunnison Valley Market Housing Update" and to respond to the Board of County Commissioner's strategic goal of building 300 housing units that are affordable for our workforce by 2030.

WHEREAS, the applicant proposes 1.8 parking spaces/unit. Section 9-604: B. 1. allows an applicant to request reduced parking requirements for essential housing projects. The applicant is requesting a reduction for this project.

WHEREAS, the applicant proposes a mixed use building to be included in the development which may include various commercial type facilities that would serve the neighborhood.

WHEREAS, the applicant has requested the modifications as allowed by Section 9-604: A.6. which states:

> *"The decision-making body shall approve modifications to the design requirements of Article 10:* Locational Standards*, Article 11:* Resource Protection Standards*, Article 12:* Development Infrastructure Standards*, and Article 13:* Project Design Standards for Essential Housing*, provided that the requested modification will result in residences that will be more energy-efficient, will provide more amenities, or improved design, and will not jeopardize public health, safety or welfare."*

WHEREAS, Section 9-604 requires the decision-making body to approve modifications if the criteria of energy efficiency, more amenities, or improved design, and the modifications will not jeopardize public health, safety, or welfare are met.

WHEREAS, pursuant to LUR Section 9-604, the applicant has requested three modifications to LUR standards:

- An increase in height of 25% for two buildings
- An increase in maximum structure size
- A reduction in parking standards

WHEREAS, a joint public hearing was conducted January 19, 2023 and February 2, 2023 by the Planning Commission and Board of County Commissioners, in which the Commission and the Board received and considered both written and oral public comment; and

WHEREAS, after a review of the application and all information, documentation and testimony related to it, the Gunnison County Planning Commission did, at its regular meeting on February 2, 2023 tender to the Board of County Commissioners a Recommendation of approval of that application with certain Findings and Conditions;

NOW, THEREFORE, the Board hereby adopts in full the Planning Commission's Recommendation and the findings of fact therein, and also makes these findings of fact:

1. This application is classified as a Major Impact per Section 7-101: *More Than Four Units*.

2. The application seeks to develop essential housing and workforce housing as defined by Section 2-102.

3. The criteria set forth in Section 9-604: I*ncentives Required to Provide Essential Housing* apply to this application, and the Board finds that incentives and modifications are generally consistent with the standards of the Gunnison County *Land Use Resolution* as set forth in the Planning Commission recommendation.

4. The applicant has met its burden to establish that application of a modification of the standards set forth in the LUR, including but not limited to, Section 13-103, to allow for an increase in height of 25% for two buildings proposed in the plan, is generally consistent with the standards of the Gunnison County *Land Use Resolution*. Further review and final determination of application of this modification will occur at Preliminary and Final Plan application.
    a. The applicant has established that its application meets the standards of Section 9-604: A.3, which states, "An increase of 25 percent in the maximum structure height allowed pursuant to Section 13-103: G*.: Allowed Structure Heights*, when such increase is found to not interfere with solar access or potential solar access of existing adjacent structures, and the County determines the increase to be in the public benefit in its allowance for additional and/or larger residences and that are deed-restricted pursuant to this Division." In addition, the modification standards of Section 9-604: A.6 potentially apply to this application with regard to the foregoing.

    b. During the sketch plan proceedings, the applicant demonstrated that moving the aforementioned buildings would result in less open space and park amenities, a parking lot adjacent to the highway, reduced transit connectivity and more traffic and car trips within the development due to the location of the higher density structures in the center of the parcel. The Board therefore finds that the public will benefit from increased building heights to allow more essential affordable workforce housing in the development.

    c. Section 13-103 is not amongst the "public health, safety, and welfare" standards described in Section 1-105: *Sections Necessary for Immediate Preservation of Public Health, Safety, Welfare, and the Environmental and Natural Resources*.

5. The applicant has met its burden, under LUR Section 9-604: A.6. to establish a modification of the standards set forth in the LUR, including but not limited to, Section 13-105, to allow for an increase in the maximum size of multifamily residential buildings is generally consistent with the standards of the Gunnison County *Land Use Resolution*. Further review and final determination of application of this modification will occur at Preliminary and Final Plan application.
    a. The applicant has demonstrated that the larger buildings will be more energy efficient; will provide more amenities, including the creation of park and open space due to size and location of the buildings; improved access to transit for residents in larger buildings; and reduced traffic and vehicles in the remainder of the neighborhood because of the larger buildings' location adjacent to the highway.

    b. The proposed modification does not jeopardize public health, safety, or welfare and that neither Section 13-105 nor viewsheds are amongst the "public health, safety, and welfare" standards described in Section 1-105: *Sections Necessary for Immediate Preservation of Public Health, Safety, Welfare, and the Environmental and Natural Resources*.

6. The applicant has met its burden to establish a modification to the parking standards as allowed in Section 9-604: B.1. *Reduced Parking Space Requirements* and is generally consistent with the standards of the Gunnison County *Land Use Resolution*. Further review and final determination of application of this modification will occur at Preliminary and Final Plan application.
    a. This Section states: "Notwithstanding any other requirements of this Resolution, the decision-making body may provide one or more of the following incentives for an Essential Housing Project or a residential or mixed-use development in which a minimum of 40 percent of the residences are Essential Housing, and, because of deed restriction, will remain Essential Housing: 1. *Reduced Parking Space Requirements*. A reduction in the number of parking spaces required pursuant to Section 13-110: *Off-Road Parking and Loading*, depending upon location, bedroom mix, the availability of public transit and other pertinent factors."

    b. The applicant proposes approximately 1.8 spaces/unit at this time.

    c. LUR Section 13-110 normally requires two parking spaces for up to a three-bedroom unit.

    d. However, the Board finds that modification of the foregoing standard, and application of Section 9-604(B)(1) is appropriate because the applicant has established reasonable efforts to balance the number of units with needed parking at the site. The applicant has shown that its proposal of 1.8 spaces/unit still provides parking for residents and that parking, along with the applicant's separate project to develop an underpass from the site connecting it to transit and a multimodal path justifies a modification of the normal parking standard.

7. Pursuant to Section 7-102: *Standards of Approval for Major Impact Projects,* the Board hereby finds and concludes:
    a. This Sketch Plan application is generally consistent with the standards and requirements of the *Resolution,* pursuant to Section 7-103, *i.e.*, compliance of the

proposed land use change with the standards of the *Resolution* are required to be determined broadly and conceptually during Sketch Plan review. This application has addressed, and the Board has evaluated this submittal for its integration of the standards of the *Resolution* within its conceptual presentation of the proposed development pursuant to the foregoing standard.

b. The applicant has submitted sufficient evidence at this stage of the process to demonstrate that the project concept is compatible with the community character, taking into account the appropriate modifications discussed above. The proposed development is compatible with the community character and is an enhancement of the development area because it will create a secure source of housing for community residents and does not adversely impact the area. A final determination of whether or not the proposed land use change would result in a significant adverse net effect to adjacent land uses can occur only after the applicant has submitted the Preliminary Plan application, again taking into account the provisions of LUR Section 9-604 and the liberal construction of LUR to meet its stated purposes, which include providing adequate housing for all people.

c. Phasing has been proposed by the applicant within this Sketch Plan submittal.

d. All uses have been identified on lots within this proposed development.

8. The following have been identified as potential issues related to this application during the Sketch Plan review process:
   a. The livability of the larger buildings alongside Highway 135 and their compatibility with community character.

   b. The opportunity for multimodal connection to the site that is safe and accessible.

   c. The connection to the Town of Crested Butte's water and wastewater treatment utilities.

   However, such issues must be balanced with the modification provisions of Article 9 and the need for liberal construction of LUR in favor of providing adequate housing for all people.

9. Commercial uses are proposed at the site. The Board finds that these proposed uses meet the sketch plan standards of the LUR.

10. In response to recommendations from Colorado Parks and Wildlife the applicant has proposed to install bear-proof trash containers and limit the use of bird feeders.

11. The applicant has submitted a request to the Town of Crested Butte for water and wastewater treatment utility extension.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that no additional public hearing on the Whetstone Community Housing Sketch Plan need be conducted by the Board, and further, the Board hereby approves the Whetstone Community Housing Sketch Plan for LUC No. 22-00049 as recommended by the Planning Commission, with the following conditions:

1. Pursuant to Section 7-103: C., in the submittal of Preliminary Plan, the applicant shall formulate detailed, designed/engineered solutions to the issues and concerns identified during this Sketch Plan review, and shall address, in a site-specific manner, all other issues that are relevant to the Preliminary Plan.

2. The Preliminary Plan application shall address how the application and proposed development will address the following issues identified during the Sketch Plan review process:
   a. Applicant shall describe the livability of the larger buildings alongside Highway 135 and their compatibility with community character including design, form, massing, and architectural features, taking into account the modification provisions of Section 9 and the need for liberal construction of LUR in favor of providing adequate housing for all people.

   b. Applicant shall identify options for multimodal connection to the site that is safe and accessible, taking into account the modification provisions of Section 9 and the need for liberal construction of LUR in favor of providing adequate housing for all people.

3. The applicant shall further identify how the proposed project modifications allowed per Section 9-604: A. 6. *Modified Development Standards*, will result in residences that will be more energy-efficient, will provide more amenities, or improved design, and will not jeopardize public health, safety or welfare than if the modifications are not approved.

4. The proposed development shall include bear-proof trash containers and limits on the use of bird feeders in compliance with the recommendations of Colorado Parks and Wildlife.

5. Per LUR Section 7-202(O), approval of this Sketch Plan application constitutes a final decision of approval for the general development concept only, but shall not constitute approval of any detailed design or engineering submittals or proposed solutions to specific problems revealed during the Sketch Plan review or later in the review process. Sketch Plan approval by the Board shall not constitute approval of the Major Impact project, or permission to proceed with construction of any aspect of the proposed land use change. Approval at this stage only authorizes the applicant to submit a Preliminary Plan application. If, during the Preliminary and Final Plan reviews, the applicants are unable to fulfill all of the requirements of this Resolution or any requirements imposed as part of the Preliminary or Final Plan review, then the application shall be denied at the Preliminary or Final Plan review stage.

6. The applicant shall be required to submit and actively pursue the completion of the Preliminary Plan application within twelve (12) months after the date of approval of the Sketch Plan. Per Section 7-202: Q. *Extension of Submittal Deadline*, the Board may extend the deadline to submit a Preliminary Plan application for no more than 12 months beyond the date of the 12-month expiration, and only one extension may be granted. Failure to submit a complete Preliminary Plan application within this time period shall render the Sketch Plan approval null and void, and require the applicant to begin the Sketch Plan review process again.

7. This approval is founded on each individual requirement. Should the applicant successfully challenge, in a judicial proceeding, any such finding or requirement, this approval is null and void.

8. This Sketch Plan approval may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

9. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change application.

10. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

11. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted on this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Jonathan Houck, Chairperson

Laura Puckett-Daniels, Commissioner

Elizabeth Smith, Commissioner

ATTEST:

Gunnison County Clerk

TO: **Board of County Commissioners**

SUBJECT: **Planning Commission Sketch Plan Recommendation**
Whetstone Community Housing
LUC-22-00049

DATE: **February 7, 2023**

PREPARED BY: **Cathie Pagano, Assistant County Manager for Community and Economic Development**

APPLICANT: **Gunnison County**
Represented by John Cattles, Assistant County Manager for Sustainable Operations, Trestle Strategy Group, and Williford, LLC

Commissioner Schwartz made a motion to approve the Sketch Plan recommendation as amended, seconded by Commissioner Baca, the motion passed unanimously.

LUC-22-00049 is governed by the following standards set forth in the Gunnison County *Land Use Resolution* (LUR) Section 7-103(B), as follows:

> ***SKETCH PLAN IS EXPLORATORY.*** *Sketch Plan review provides an opportunity for the County, the applicant, and the public to engage in an exploratory discussion of a proposed land use change, to examine alternative approaches to development of the property, to participate in a process of joint planning and negotiation between the County and the applicant to promote development and land use change which is consistent with the intent and purposes of this Resolution.*
>
> ***SKETCH PLAN EXPECTED TO EVOLVE.*** *Requirements of Sketch Plan direct the applicant to review specific sections of this Resolution and submit a plan that has addressed issues important to the County. It is expected that the proposal will evolve during Sketch Plan review.*
>
> ***ENGINEERED DESIGNS AND DETAILED PLANS NOT REQUIRED NOR ACCEPTED AT SKETCH PLAN.*** *To encourage the consideration of alternatives and to allow the Sketch Plan to evolve, detailed engineering plans and other overly detailed information shall not be required nor accepted by the County.*

PROJECT DESCRIPTION:

The applicant proposes the development of an essential workforce housing residential development on the site. The total parcel is 15.1 acres. Approximately 231 units are proposed, at this time, at the site of which the majority (more than 40% per Essential Housing standards) shall be deed restricted based on area median income (AMI) limitations which will vary based on a range of community need and the ability of the applicant and developer to secure supplemental funding and control costs. The development will consist of no less than 80% deed restricted units total. 40% of the total units shall be restricted to incomes of 120% AMI or less. The applicant's goal is to have 100% of the units be deed restricted, including income restrictions, to meet the needs of the community as identified in the 2021 "Gunnison Valley Market Housing Update" and to respond to the Board of County Commissioner's strategic goal of building 300 housing units

that are affordable for our workforce by 2030. The units will vary and may include: Apartments, townhomes, and live/work units.

1.8 parking spaces per unit are proposed. The applicant has included a location within the development for a bus stop that will accommodate school buses or other mass transit. Section 9-604: B. 1. allows an applicant to request reduced parking requirements for essential housing projects. The applicant is requesting a reduction for this project. Of the 15.1 acres, 6.6 acres (44%) will be set aside for open space which exceeds the LUR standard.

The applicant has not yet partnered with a developer for the site. At the time of preliminary plan application, it is expected that the applicant will have partnered with a developer and significantly more detail is required and expected at that time. The applicant proposes a mixed use building to be included in the development which may include various commercial type facilities that would serve the neighborhood. Those commercial uses could include childcare, mental health offices, a cafe, community meeting space, or co-work space. No commercial uses have been specifically identified at this time.

Separate from this housing application, the applicant is pursuing redevelopment and redesign of the Brush Creek Road and Highway 135 intersection. The applicant has contracted with Mead & Hunt and Charlier Associates, Inc. to develop a design for the intersection to address safety and traffic. The intersection project requires approval by the Colorado Department of Transportation (CDOT) and the applicant will explore options for funding of the improvements to the intersection through state and federal resources. Additionally, the applicant has released a request for proposals (RFP) for the planning and partial design of the Crested Butte to Crested Butte South multimodal trail that may to connect to the subject parcel and interact with the Brush Creek intersection. As part of that process, a proposed design for pedestrian and bike underpass at the site will be designed. All of these projects impact the land use change application but are not specifically in the purview of Planning Commission review. CDOT will review and permit the intersection redesign and underpass and will be a partner on the design of the multimodal path. These projects relate to the traffic impacts of the application and the Planning Commission will need to consider that aspect.

The subject parcel is located at 25315 Hwy 135. The parcel is legally described as: a tract of land in the NW1/4SE1/4, Section 12, Township 14 South, Range 86 West, 6th pm. There are two separately deeded parcels that are part of this application, including the parcel described in warranty deeds recorded at Reception Nos. 658634 and 685777 and the plat recorded at Reception No. 685778.

Modifications Requested per Section 9-604: *Incentives to Provide Essential Housing*

The applicant has requested the modifications as allowed by Section 9-604: A.6., which states:

> *"The decision-making body shall approve modifications to the design requirements of Article 10:* Locational Standards*, Article 11:* Resource Protection Standards*, Article 12:* Development Infrastructure Standards*, and Article 13:* Project Design Standards for Essential Housing*, provided that the requested modification will result in residences that will be more energy-efficient, will provide more amenities, or improved design, and will not jeopardize public health, safety or welfare."*

It is important to note that the standard states the decision-making body shall approve modifications if the criteria of energy efficiency, more amenities, or improved design, are met and

the modifications will not jeopardize public health, safety, or welfare. The applicant has requested three modifications:

- An increase in height of 25% for two buildings
- An increase in maximum structure size
- A reduction in parking standards

The applicant has requested an increase in height of 25% for two buildings, per Section 9-604: A.3. which states, "An increase of 25 percent in the maximum structure height allowed pursuant to Section 13-103: G*.: Allowed Structure Heights*, when such increase is found to not interfere with solar access or potential solar access of existing adjacent structures, and the County determines the increase to be in the public benefit in its allowance for additional and/or larger residences and that are deed-restricted pursuant to this Division." In this case the applicant does not have to demonstrate that it meets the standards of Section 9-604: A.6. (energy efficient, more amenities, improved design, no jeopardy to public health, safety, welfare). The application states, "The public benefit of the taller buildings will allow more units in the development for essential housing. No solar access will be obstructed for other units nor will solar access be obstructed for adjacent property owners." This stated, it is appropriate to conclude that the application is generally consistent with both Section 9-604: A.3's and A.6's standards.

The applicant has requested a modification to Section 13-105 for larger structure sizes, as allowed by Section 9-604: A.6. The application states:

> *"The proposed buildings have been designed in a manner to increase efficiencies–both energy and cost efficiencies and do not jeopardize public health, safety, or welfare. The buildings, especially 9-12 have been designed in a manner to utilize the topography and grade at the site to reduce the appearance and massing of the structures from Highway 135. Locating larger structures closer to the highway creates a sense of arrival to the community with this site which will help to slow traffic on Highway 135. It is important to consider the tradeoffs that are necessary for developing essential housing–larger buildings are more cost effective and energy efficient and can house more people, while smaller buildings may be more culturally acceptable and align with past development patterns. However, if the highest priority is housing our community members and workforce in energy efficient units that are connected to our communities and part of great neighborhoods–larger buildings are a critical tool. We cannot house everyone in single family or even duplex and triplex units while still maintaining open space, ensuring multimodal connection, and aligning with our climate and energy efficiency goals."*

Additionally, during the Planning Commission work sessions, the Commissioners asked the applicant about the tradeoffs associated with relocating the taller buildings to the center of the parcel. The applicants explained that moving the taller buildings would result in less open space and park amenities, a parking lot adjacent to the highway, reduced transit connectivity and more traffic and car trips within the development due to the location of the higher density structures in the center of the parcel.

The applicant has requested a modification to the parking standards as allowed in Section 9-604: B.1. *Reduced Parking Space Requirements*. This Section states:

> *"Notwithstanding any other requirements of this Resolution, the decision-making body may provide one or more of the following incentives for an Essential Housing Project or a residential or mixed-use development in which a minimum of 40 percent of the residences are Essential Housing, and, because of deed restriction, will remain Essential Housing: 1.*

Reduced Parking Requirements*. A reduction in the number of parking spaces required pursuant to Section 13-110:* Off-Road Parking and Loading*, depending upon location, bedroom mix, the availability of public transit and other pertinent factors."*

1.8 spaces/unit are proposed at this time. The LUR requires two parking spaces for up to a three-bedroom unit. The application states, "The County and the design team have worked very hard to balance the number of units with needed parking at the site. 1.8 space/unit is significant and that parking, along with the County's separate project to develop an underpass from the site connecting it to transit and a multimodal path justify the reduction in parking."

Gunnison Valley Housing Needs Assessment and Market Update

The "Gunnison Valley Housing Needs Assessment (Assessment)" (2016) and the "Gunnison Valley Housing Market Update (Update)" (2021) provide context and analysis for the housing challenges in the Gunnison Valley. The Assessment states, "By providing housing that is affordable and located close to jobs, as recommended in this Assessment, the Gunnison Valley can support the preservation of community character, economic prosperity, diversity in the workforce, and the health of employees and the environment."

Issues identified in the Assessment include:

- "*Rental vacancies are lower than 1%. Availability is so limited that renters who want to reside in the North Valley are forced to live in the South Valley where many rental units are not well maintained. Affordable rental units are fully occupied other than a few still in the initial lease-up period at Anthracite Place.*
- *Homeownership opportunities are far fewer than the number of households that want to own. Demand was high for eight deed restricted lots sold at Paradise Park and only two out of 137 deed restricted homes are listed for sale.*
- *Employers report numerous problems related to housing. Nearly 70% indicated that the availability of housing affordable for the workforce is a serious or the most critical problem in the region and approximately 360 jobs were unfilled as of August. This compares with about 190 jobs in summer 2015.*
- *On average in the Gunnison Valley, an income of over $155,000 is needed to afford the median home price of $635,000, which is equivalent to over 280% AMI.*
- *The North and Mid-Valley must import workers who commute from the South Valley to help fill approximately 845 jobs, whereas a much lower 370 South Valley jobs are filled by North and Mid-Valley residents. Approximately 12% of South Valley residents want to live in the North Valley.*
- *Affordability is more acute in the North Valley as measured by the percentage of households that are cost burdened by high housing payments relative to income. Yet, because of its larger population, there are more cost burdened households in the South Valley.*
- *94% of renters in the North Valley think that the availability of housing that is affordable for the workforce is the most critical problem in the region."*

Key findings described in the Update include:

- *"Employers are struggling to find employees, and employees are struggling to find housing."*
- *"All indicators point to a worsening labor shortage with valley employers facing the prospect of an increasingly difficult time finding employees. The lack of housing that local employees can afford will be an ongoing barrier in this regard."*
- *"The gap between housing needs and market prices has worsened."*

- *"The 2016 assessment identified a need of approximately 960 housing units by 2020 inclusive of homes that the free market will provide and units that require subsidies, incentives and/or are mandates to build. Since 2016, there has been a great deal of time, money, and dedication toward building deed restricted units, yet at the same time, increasing prices, construction costs, and amenity migration have put additional pressure on housing for the local workforce. These dynamics result in a total estimate of new homes needed by 2026 similar to the prior report - just under 1,000."*

Units Needed by 2026

	Catch Up	Keep Up	Total
Total	**490**	**470**	**960**
Own	300	290	590
Rent	190	180	370

Sources: Colorado Demography Office, 2015-2019 ACS, consultant team

PLANS/REPORTS/SUBMITTALS:

Plans, reports, letters and other submittal documents informing this decision include, but are not limited to:

- Exhibit A, Final Whetstone Sketch Plan Diagrams, prepared by jvD LLC and dated August 26, 2022 including
  - Conceptual Development Plan
  - Open Space Plan
  - Landscape Plan and Street Sections
  - Landscape Plan
- Water Supply Plan, prepared by JVA Consulting Engineers and dated September 6, 2022
- "Memorandum of Understanding for an Assessment of Town Water and Sanitary Sewer Infrastructures Capabilities to serve the Whetstone Workforce Housing Development between the Town of Crested Butte and Gunnison County," dated March 1, 2022
- "Whetstone Development—Town of Crested Butte Preliminary Utility Connection Capacity Assessment," prepared by Carollo Engineers and dated July 5, 2022
- Gunnison Valley Housing Needs Assessment, dated November 2016 and prepared by Rees Consulting, Inc; WSW Consulting; and Williford LLC
- "Gunnison Valley Housing Market Update," dated May 2021 and prepared by Williford, LLC; Rees Consulting, Inc.; and Urban Rural Continuum.

IMPACT CLASSIFICATION:

The project is a Major Impact pursuant to Section 7-101:A. *More Than Four Units*.

MEETING DATES:

The Planning Commission held work sessions and public hearings to discuss the Whetstone Community Housing application on the following dates:

- October 20, 2022 Work Session and Site Visit
- November 3, 2022 Work Session
- November 17, 2022 Work Session
- December 1, 2022 Work Session
- January 19, 2023 Joint Public Hearing
- February 2, 2023 Joint Public Hearing

SITE VISIT:

The Planning Commission conducted a site visit on October 20, 2022. The Commission noted the topography, adjacent uses, possible location of the highway roundabout, traffic noise, wildlife corridors, beauty of the site, existing berms, and natural features of the parcel. Members of the general public also attended the site visit. The Planning Commission also were invited to visit the neighboring property owned by Tod Colvin to view the site from his vantage which the Commissioners did.

PUBLIC HEARING:

The Planning Commission and the Board of County Commissioners conducted a joint public hearing on January 19, 2023. The joint public hearing was continued to February 2, 2023; Comments received included the following but are not limited to:

- Need for solar access/orientation for buildings to allow for passive solar
- Allow for expansion of EV charging stations
- General support for the project and expression that it is a benefit to live next to workforce housing community
- Noted lack of employees due to housing shortage and need for housing security
- Need full time community and density to support need
- Questions about water/sewer extension possibility from the Town of Crested Butte
- Traffic and urban planning have distorted project design. Destruction of scenic view by project and small team designed project and project designed by committee
- Concern about potential conflicts between residential uses and industrial uses in Riverland Industrial Park.
- Drainage concerns from neighboring property owner.
- Recommendation that traffic calming and mitigation measures begin at Buckley Drive and Highway 135 intersection
- Recommendation that barriers be installed to prevent trespass from site onto neighboring properties and into river corridor
- Concerns about view corridor from highway. Concern that larger buildings will diminish rural character.
- Project meets community needs and diversity of housing types is a benefit
- Request that project be mindful and considerate of impacts to neighboring property owner's quality of life
- Request that access to Creekside Subdivision and easement for access are on subdivision plat
- Maintain the existing berm between Whetstone and Creekside
- Density is anti-sprawl and required to maintain rural character
- Housing is biggest community need and priority
- Question about requirement for Riverland property owners to connect to central sewer
- Expression of support for project from Valley Housing Fund
- Support for parking along highway
- Berm should be planted with large trees and low evergreens
- Accessible housing is connected to public health, educational equity, economic justice, inclusivity and social justice
- Project reflects community values
- Set back proposed development from highway to reflect community values
- Housing is critical for mental health and essential service providers

- Need for employee housing for mental health care providers
- Need to accommodate driveway for Gers parcel and adjust parking and snow storage
- Gers request for landscape buffering along property line
- Mountain Express should be required to serve development
- Large buildings set negative precedent
- Larger buildings should be located elsewhere on parcel
- Too many units
- Buildings adjacent to the highway should be commercial
- Plan creates neighborhood with qualities valued by community
- Need to reduce noise impacts to residents
- Plan reflects community input

The entirety of the public record is included within the Land Use Change permit file.

ADJACENT AND NEARBY USES:

Surrounding land uses include residential, industrial and agricultural uses. Riverland Industrial Park is located to the southeast of the subject parcel. A parcel of land owned by George and Eileen Gers is directly adjacent to the northwest of the subject parcel in addition to Creekside Subdivision which also shares a northwest property boundary with the Whetstone parcel. The parcel is also bordered at the far southwest corner by Riverland Property Owners Association common area. There are several residential and vacant parcels across (east) Highway 135 all of which are approximately three acres in size. Additionally, a 13-acre County-owned parcel is also across Highway 135 at the intersection of Brush Creek Road and the highway.

REVIEW AGENCY REFERRAL COMMENTS:

A copy of the complete application was sent via email to the following review agencies for comments:

- Colorado Division of Parks and Wildlife
- Colorado Department of Transportation
- Gunnison County Public Works
- Town of Crested Butte
- Regional Transportation Authority (RTA)
- RE1-J School District
- Crested Butte Fire Protection District
- Gunnison Valley Regional Housing Authority
- Colorado State Forest Service
- Gunnison County Electric Association (GCEA)
- Colorado Division of Water Resources

Comments received include, but are not limited to, the following:

Gunnison Valley Rural Transportation Authority, Scott Truex, Executive Director, dated September 10, 2022, comments included:

> *"We do not anticipate adding bus stops to serve this subdivision and do not want, nor do we believe it is necessary, to have GVRTA buses divert off of the Highway to serve the subdivision. Therefore, we request that the County include pedestrian access from the subdivision to and across Highway 135 as part of the plan and that such access be as close as possible to the existing (or relocated) Brush Creek bus stops…"*

Colorado Department of Transportation, Brian Killian, Region 3 Access Program Manager, dated September 16, 2022, comments included:

> *"This development will only be allowed one access to the highway due to the highway category. Per our meeting the other day, the west leg of the roundabout will be the main access for this development. Another access could create safety and operational issues at the roundabout.*
>
> *This development will need to provide connectivity to the north properties so they can access via the west leg of the roundabout. The access to the north properties doesn't meet spacing (with the proposed roundabout) and it would create issues for left turns in since it will be a right-in-right-out. For them to make left turns in they would need to drive to River Bend Rd, make a U-turn and drive back. That may not be reasonable."*

Colorado Parks and Wildlife, dated September 23, 2022, from Clayton BonDurant, District Wildlife Manager, comments included:

> *"CPW would like to suggest that the subdivision utilize bear-proof or bear-resistant trash cans. This area has been identified as a human-bear conflict area, and unprotected trash from a new development in the area would lead to more conflicts between humans and bears. Additionally, any restrictions on the use of bird feeders during the months of April-October could potentially reduce human-bear conflicts as well."*

Crested Butte Fire Protection District, dated September 28, 2022, from Sean M. Caffrey, Chief Executive Officer and Commissioners and Ric Ems, Fire Marshal, comments included:

> *"We are pleased to see this much needed local housing project in the planning process and support the objectives of the project as articulated in the application materials. We also fully support the pedestrian safety comments articulated by the Gunnison Valley RTA.*
>
> *…we would strongly encourage the County to work with and potentially interconnect any new system with the Riverland Industrial Park to improve the overall availability of fire suppression water for the greater area which has been seriously deficient since the Riverland Industrial Park was originally developed and prior to its inclusion in the CBFPD. Failure to take advantage of this opportunity to improve fire protection water supplies and improve life safety would put this important housing project, as well as the existing development in the area, at a greater risk for loss by fire."*

Gunnison County Public Works, Martin Schmidt, Assistant County Manager for Public Works, dated October 5, 2022, comments included:

> *"The landscaping design should consider snow storage and the type of equipment that will be used for removal. At this conceptual stage the landscaping plan that includes low maintenance installations will work.*
>
> *Including rolled curbs and minimizing obstructions in the layout of parking lots is important for resiliency through all seasons.*

Access to snow storage should consider the equipment that will be used and may require reinforcing. Maximizing large snow storage is preferable to reduce the effort required to remove snow."

Town of Crested Butte, dated October 6, 2022, from Ian Billick, Mayor, comments included:

"1) General feedback: The Town supports the County's goal of having 100% of the housing be deed restricted for essential and workforce housing within a mix of housing types with both rental and for-sale units.

2) Transportation: The Town supports the project's proposed interconnected street network. The proposed network prioritizes pedestrian and bicycle safety over vehicle mobility and should minimize vehicle turning movements on Hwy. 135. The Town also supports the project's goals of connecting to the proposed Brush Creek intersection improvement and pedestrian underpass. Transit oriented design prioritizing the efficient operation of transit along Hwy 135, with comfortable and convenient pedestrian access, is critical for this development effectively served by transit. As such, the Town would like to see a stronger commitment from Gunnison County to build the proposed roundabout at Brush Creek and pedestrian underpass concurrently to ensure traffic operates safely and transit can effectively serve the Whetstone Community Project.

3) Site Plan: The Town appreciates the development's traditional design theme of buildings fronting the streets with loading from the alley and a centralized green for community enjoyment. These design features strengthen the strong social fabric of the community. The Town also appreciates the development's respect for the natural topography of the project site. We support placing the higher density building along Hwy 135 to increase transit ridership and cue traffic on Hwy 135 to slow as vehicles approach the proposed roundabout at Brush Creek."

Gunnison Watershed School District, dated October 12, 2022, in a letter from Tyler Martineau, School Board President and Leslie Nichols, Ed.D., Superintendent, comments included:

"We support the County's taking further steps to provide more affordable and attainable housing for our local workforce. Our teachers and other school employees serve our community in critical ways and struggle more all the time to find housing, especially in the north end of the valley. Projects such as the Whetstone Project will increase the affordable and attainable housing in this area, which will directly benefit the district's workforce, and by extension, this community's students and families.

It is likely that (even as the school district pursues an expansion of the existing CBCS campus in the Town of Crested Butte) continued growth in the East River Valley will require the development of an additional school campus between the Town of Crested Butte and Round Mountain ten to twenty years from now. This is within the lifespan of the affordable housing now being proposed by the county. Even though the location of a future school campus has not been specifically identified and construction will not take place for many years, it will be a benefit for the affordable housing being planned today to connect well not just with the existing CBCS campus but also with future school campuses in the East River Valley.

As regards the Whetstone Project specifically, we urge the County to maximize options for bike and pedestrian traffic directly between the project and CBCS, potentially using the existing Deli Trail that connects to Brush Creek Road. Heavy development across Colorado Highway 135 will be necessary to realize this option, and the District is supportive of this effort.

We are curious to understand estimates for the number of residents of this development, including any estimates of the number of school-aged children. The District is currently pursuing passage of a bond issue on this November's ballot in part to expand the capacity of CBCS from 750 to 1000 students. Our student population is currently 744 (2021 October Count). The expansion of CBCS through bond funding is critical to support increased enrollment, an expected outcome of expanded affordable and attainable housing opportunities in the north valley such as the Whetstone Project.

In your planning process, you engaged teachers and students from CBCS in dreaming of possibilities for development of this parcel. Thank you for such thoughtful and creative outreach."

Gunnison Valley Regional Housing Authority, dated November 22, 2022 from Andy Kadlec, Executive Director, comments included:

"Housing Diversity—GVRHA supports the County's goal of establishing a diversity of housing types with both rental and for-sale units. Neighborhoods with diverse housing types make communities more resilient against economic downturns and promote racial and income diversity (Chakraborty, 2018). Development of both rental and for-sale is highly encouraged.

Affordability—Recent studies (Western Spaces LLC, 2022) have shown a need to provide a diversity of affordability under both rental and for-sale opportunities in the valley. GVRHA encourages targeting development of rental properties for residents between 60 and 120% AMI, and for-sale properties for buyers between 100-180% AMI.

Deed Restrictions—GVRHA supports the County's commitment to 80% deed restricted housing, and goal of 100% deed restricted housing. These targets represent lasting investment in housing that is attainable to year-round community members at more than double the amount required by Essential Housing standards in the Land Use Regulations."

COMPLIANCE WITH APPLICABLE SECTIONS OF THE *GUNNISON COUNTY LAND USE RESOLUTION:*

7-102: A. *Compliance with All Applicable Standards*.
Applicable, the applicant has submitted evidence in compliance with the applicable standards. The analysis in each of the following LUR sections identifies if and how the application complies with the applicable standards.

7-102: B. *Compatibility with Community Character*
Applicable, the applicant has demonstrated that the Sketch Plan is compatible with community character, or an enhancement of the character of existing land uses in the development area, and does not adversely impact the future development of the development area.

The *Land Use Resolution* (LUR) defines compatible as "means consistent with, harmonious with, similar and complementary to, the use and/or function of natural systems and/or existing land uses in an area.

The LUR defines development area as, "those geographic areas within the county that will be developed or altered directly by the construction or operation of a proposed project."

The application states:

> *"Gunnison County proposes an essential workforce housing project on the subject parcel. The 2021 Gunnison Valley Market Update shows a current shortage of 460 housing units (300 own, 190 rent) and an additional need for 470 units (290 own, 180 rent) to keep up with demand by 2026. The impacts of housing shortage have been detailed at public meetings and in the media. Businesses do not have enough employees; essential services cannot hire essential staff from teachers to physicians because of the lack of affordable housing at all price points. The development of essential workforce housing is essential to maintaining community character–without year-round residents that live and work in the community the very core and essence of the community is gone. As stated in Section 9-601:*
>
> 'The wellbeing of the residents and visitors in Gunnison County is dependent upon a supply of affordable workforce housing being available for emergency services personnel, medical practitioners, teachers and other employees crucial to our economy and community so they can live within reasonable proximity to their worksites and provide necessary public- and private-sector services. The documented trend of increasing housing and land prices in Gunnison County has resulted in an inadequate supply of Essential Housing for county residents. This jeopardizes the ability of local employers to hire and retain employees, thus negatively impacting business operations.'
>
> *That section was written in 2006 and the lack of essential housing has only grown in scale and challenge.*
>
> *The proposed neighborhood has been designed to be compatible and complementary to the natural systems and existing land uses in the area. The consultant team has worked extensively with community members and adjacent landowners in the design of the development plan. The neighborhood has been designed with connectivity to neighboring parcels, multimodal access, and appropriate buffering in mind. Additionally, the design team is working with the Town of Crested Butte to determine if connection to the Town's water and wastewater treatment systems is feasible. The development will likely be developed in phases. At this time a developer has not been selected for the project so the phasing has yet to be determined. It is expected that all infrastructure and utilities will be installed initially and phases of housing will be installed following infrastructure."*

In addition, this standard must take into account the following:

- The LUR "shall be construed liberally to further its stated purposes." *See* LUR Section 1-103.
- Amongst the purposes of the LUR is to "encourage a diversity of housing types, densities, and development that assists in providing adequate housing for all people [;] . . . [t]o encourage innovations in residential, commercial, and industrial land use changes, so that the growing demands of the population may be met by greater variety in type, design, and layout of development [;]. [t]o encourage residential development that meets

demonstrated housing needs in Gunnison County[;] . . . [t]o protect and enhance the economic strength of the private and governmental sectors of Gunnison County in a manner that is compatible with this Resolution[;] . . . [and] [t]o encourage, strengthen and promote greater economic diversity in the County, to broaden employment opportunities and reduce seasonal employment fluctuation in a manner that will not endanger or detract from the existing economy." *See* LUR Section 1-103.

- The modifications and incentives for essential housing set forth in Section 9-601 and 9-604 of the LUR discussed below.

The proposed development is compatible with the community character and is an enhancement of the development area because it will create a secure source of housing for community residents and does not adversely impact the area.

Section 7-103: C. Phases Required to "Stand Alone" in Providing Services.
Applicable, each phase shall contain the required roads, bridges, utilities, landscaping, and other improvements that are necessary and desirable for residents of the project. If the Land Use Change incorporates any amenities for the benefit of the County, such as trail connections, these shall be constructed within the first phase of the Project, or, if this is not possible, then at a time defined and agreed upon as part of the Development Improvement Agreement at Final Plan approval.

A Development Improvements Agreement shall be required to be executed upon any final approval of the development. The applicant proposes one phase for development of the proposed subdivision.

The application states:

> *"The County anticipates that the project will be developed in phases and will provide more detail at the time of Preliminary Plan application. At this time a developer has not been selected for the project so the phasing has yet to be determined. It is expected that all infrastructure and utilities will be installed initially and phases of housing will be installed following infrastructure."*

Section 9-100: *Uses Secondary to a Primary Residence.*
Not applicable, the total number of residential units contemplated is approximately 231, at this time, no secondary uses or residences are proposed.

Section 9-200: *Special Residential Uses.*
Not applicable, no special residential uses are proposed as part of this application.

Section 9-300: *Commercial and Industrial Uses.*
Applicable, the applicant proposes a mixed use building to be included in the development which may include various commercial type facilities that would serve the neighborhood. Those commercial uses could include childcare, mental health offices, a cafe, community meeting space, or co-work space. No commercial uses have been specifically identified at this time. The Planning Commission has discussed the benefit of including neighborhood serving commercial uses at this site. The proposed live work units shall be further defined at Preliminary Plan and include defined uses. At the time of Preliminary Plan, the applicant shall demonstrate compliance with the standards of this Section. The Sketch Plan application is generally consistent with the standards of this Section.

Section 9-400: *Exploration, Extraction and Processing of Minerals and Construction Materials.*
Not applicable. No exploration, extraction or processing of materials is proposed.

Section 9-500: *Miscellaneous Uses and Activities.*
Not applicable. No miscellaneous uses or activities are proposed.

Section 9-600: *Essential Housing*.
Applicable, the proposed development includes essential housing. The applicant proposes that more than 40% of the residential units will be essential housing units, as defined by the LUR. D The development will consist of no less than 80% deed restricted units total. 40% of the total units shall be restricted to incomes of 120% AMI or less. The applicant's goal is to have 100% of the units be deed restricted, including income restrictions. The units will vary and may include: apartments, townhomes, and live/work units. Deed restrictions are not developed or proposed yet and the final ratio of essential units to free market units is not yet determined.

> ***"A. Required Incentives.*** *Notwithstanding any other requirements of this Resolution, the decision-making body shall provide one or more of the following incentives for an Essential Housing Project or a residential or mixed-use development in which a minimum of 40 percent of the residences are Essential Housing, and, because of deed restriction, will remain Essential Housing:*
>
> ***1. Expedited Review Process for Essential Housing Projects.*** *Conforming and complete applications submitted pursuant to this Division generally shall be given priority over other applications that are being reviewed by staff, the Planning Commission or the Board. At each phase of its review, each application shall be placed on the first scheduled Commission or Board agenda for which it can be properly noticed."*

Applicable, Community Development staff has given this project priority over other applications for review and scheduling.

> ***"2. Increase in Allowable Residential Living Area.*** *An increase of 15 percent in maximum residential living area allowed pursuant to Section 13-105: C.: Parcels Smaller Than 6,500 Sq. Ft., and Section 13-105: D.: Parcels Equal To or Larger Than 6,500 Sq. Ft. when a secondary residence is included that is deed-restricted as an Essential Housing residence."*

Not applicable, this incentive is intended to address the construction of a primary residence and secondary residence whereby the primary residence is free market and the secondary residence is deed restricted as Essential Housing.

> ***"3. Increase in Building Height.*** *An increase of 25 percent in the maximum structure height allowed pursuant to Section 13-103: G.:* Allowed Structure Heights*, when such increase is found to not interfere with solar access or potential solar access of existing adjacent structures, and the County determines the increase to be in the public benefit in its allowance for additional and/or larger residences and that are deed-restricted pursuant to this Division."*

Applicable, an increase in height of 25% is requested for two buildings, at this time. These buildings are designed to work with the site topography and be minimally obtrusive from Highway 135. The public benefit of the taller buildings will allow more units in the development for essential

housing. No solar access will be obstructed for other units nor will solar access be obstructed for adjacent property owners.

> ***"4. Reduced Setback Requirements.*** *An exception pursuant to Section 13-104: Setbacks from Property Lines and Rights-of-Way shall be allowed by reducing front setbacks to 15 feet, and side/rear setbacks to 10 feet, subject to approval by the applicable fire protection district."*

Not applicable, at this time, as it is expected that the proposed development can meet setbacks from the perimeter of the site.

> ***"5. DEFERRED FEES.*** *Fees for Essential Housing residences may be deferred as follows:*
>
> > *a****. PROJECTS THAT INCLUDE CONSTRUCTED ESSENTIAL HOUSING RESIDENCES.*** *A proposed land use change includes the construction of Essential Housing Residences, and the installation of infrastructure to service them. The applicable decision-making body may defer all related County fees, such as Building Permit Fees, ISDS Permit fees, Access Permit fees, and Reclamation Permit fees for Essential Housing that is to be constructed by the Land Use Change Permit applicant, until the applicant receives a Certificate of Occupancy for each of the constructed residences. Payment of fees may be in whole for all the residences in the development when a Certificate of Occupancy is obtained for the first residence, or in part for each residence at the time each residence receives a Certificate of Occupancy thereafter.*

Applicable, the payment of fees and possible deferral may be requested at Preliminary/Final Plan. At this time, because a developer has not been selected, it is unknown if fee deferral will be requested.

> ***"6. MODIFIED DEVELOPMENT STANDARDS.*** *The decision-making body shall approve modifications to the design requirements of Article 10: Locational Standards, Article 11: Resource Protection Standards, Article 12: Development Infrastructure Standards, and Article 13: Project Design Standards for Essential Housing, provided that the requested modification will result in residences that will be more energy-efficient, will provide more amenities, or improved design, and will not jeopardize public health, safety or welfare.*

The applicant has requested a modification to Section 13-105, as allowed by this Section. The application states:

> *"The conceptual development identifies the following conceptual sizes for the proposed buildings:*
>
> - *Single-family residence, 1,200 sq. ft.*
> - *Duplex buildings, 3,000 sq. ft.*
> - *Triplex buildings, 4,600 sq. ft.*
> - *Apartment building, 9,200 sq. ft.*
> - *Apartment building, 17,000 sq. ft.*
> - *Alley flats, 1,000 sq. ft.*
> - *Live/work townhomes, 6,500 sq. ft.*
> - *Triplex buildings, 3,800 sq. ft.*

- *Apartment building, 19,500 sq. ft.*
- *Apartment building, 34,500 sq. ft.*
- *Apartment building, 17,000 sq. ft.*
- *Apartment building, 42,000 sq. ft.*

We request a modification to the design standards of Section 13-105: D.2. Maximum Building Size and Maximum Aggregate of All Structures *which states the maximum building size for multi-family residences is 10,000 square feet and the aggregate maximum is 12,500 square feet, as allowed by Section 9-604: A.6. The proposed buildings have been designed in a manner to increase efficiencies–both energy and cost efficiencies and do not jeopardize public health, safety, or welfare. The buildings, especially 9-12 have been designed in a manner to utilize the topography and grade at the site to reduce the appearance and massing of the structures from Highway 135. Locating larger structures closer to the highway creates a sense of arrival to the community with this site which will help to slow traffic on Highway 135. It is important to consider the tradeoffs that are necessary for developing essential housing–larger buildings are more cost effective and energy efficient and can house more people, while smaller buildings may be more culturally acceptable and align with past development patterns. However, if the highest priority is housing our community members and workforce in energy efficient units that are connected to our communities and part of great neighborhoods–larger buildings are a critical tool. We cannot house everyone in single family or even duplex and triplex units while still maintaining open space, ensuring multimodal connection, and aligning with our climate and energy efficiency goals."*

The Planning Commission discussed the proposed sizes of the buildings and the application's compliance with the required standards for allowance of modification. The Planning Commission found that the larger buildings will be more energy efficient, will provide more amenities including the creation of park and open space due to size and location of the buildings, improved access to transit for residents in larger buildings and reduced traffic and vehicles in the remainder of the neighborhood because of the larger buildings' location adjacent to the highway. The Planning Commission also found that the proposed modification does not jeopardize public health, safety, or welfare and that neither Section 13-105 nor viewsheds are amongst the "public health, safety, and welfare" standards described in Section 1-105: *Sections Necessary for Immediate Preservation of Public Health, Safety, Welfare, and the Environmental and Natural Resources*.

B. POSSIBLE ADDITIONAL INCENTIVES. *Notwithstanding any other requirements of this Resolution, the decision-making body may provide one or more of the following incentives for an Essential Housing Project or a residential or mixed-use development in which a minimum of 40 percent of the residences are Essential Housing, and, because of deed restriction, will remain Essential Housing:*

1. REDUCED PARKING SPACE REQUIREMENTS. *A reduction in the number of parking spaces required pursuant to Section 13-110: Off-Road Parking and Loading, depending upon location, bedroom mix, the availability of public transit and other pertinent factors.*

Applicable, the applicant has proposed 1.8 spaces/unit. The LUR requires two parking spaces for up to a three-bedroom unit. The application states, "The County and the design team have worked very hard to balance the number of units with needed parking at the site. 1.8 space/unit is significant and that parking, along with the County's separate project to develop an underpass from the site connecting it to transit and a multimodal path justify the reduction in parking."

The Planning Commission discussed the requested parking reduction and found that the proposed multimodal access to the site including mass transit, pedestrian/bicycle underpass, and trail connection support a reduction in the required parking.

> ***2. REDUCTION IN REQUIRED AMOUNT OF OPEN SPACE.*** *A reduction in the amount of open space required pursuant to Section 13-108: Open Space and Recreation Areas.*

Not applicable, the applicant has proposed 44% of the parcel as open space which exceeds the required 30%.

Section 10-102: *Locational Standards for Residential Development.*
Applicable, the standards of this Section require that an application for a new residential development shall initially be reviewed for its location relative to existing development and shall be located adjacent to existing population centers, within a municipal three-mile plan area..."

The proposed development is within the municipal three-mile plan area for the Town of Crested Butte.

Section 10-103: *Residential Density.*
Applicable, the standards of this Section apply. The proposed development is within a municipal three-mile plan area of the Town of Crested Butte. The County and the Town do not have an intergovernmental agreement for the three-mile area around the Town and therefore if there is a conflict between Town and County standards, County standards shall apply.

> 1. ***COMPLIANCE WITH MUNICIPAL THREE MILE PLAN AREA****. When the proposal is for development located within a municipal three-mile plan area, the development proposal shall address how it comports with the objectives and policies of the applicable municipal three-mile plan. The County shall consider how the proposed development has addressed those objectives and policies, and any further intergovernmental agreement between the County and the municipal government regarding the three-mile plan area. Where there is a conflict between the objectives or policies of a three-mile plan or the intergovernmental agreement, and County standards, County standards shall apply; and*

The applicant included the following response in the application narrative:

> *"The Area Plan stated goals include: a healthy environment; a high quality of life; housing for people who live and work in the community. The subject parcel is located in the "Middle Slate River Valley" as defined in the Area Plan. The Area Plan identifies incentives such as increased density for the development of local housing (essential housing). The Area Plan does identify the subject parcel, along with the adjacent Colvin parcels (but not the recently acquired Gers parcel) as "priority preservation areas." The prioritization of these parcels as preservation areas would leave them as islands that are adjacent to industrial, residential developments and the highway.*
>
> *The Area Plan identifies the following goals for residential design:*
> - *Preservation of the natural character of the land and habitat*
> - *Clustered buildings*
> - *Provision of substantial open space*

- *Solar access and alternative energy*
- *Preservation of agricultural uses whenever possible*

The Whetstone essential housing development has clustered buildings on the parcel, created open space that is meaningful for the neighborhood and accessible for the residents, prioritized solar access and alternative energy for the development. No agricultural lands are impacted by the proposed development.

The Area Plan also recommends that development should provide trails as identified on the Crested Butte Trail Plan. A perimeter trail around the development is proposed that is also expected to connect to a future Crested Butte to Crested Butte South multimodal access that the County is currently working on.

Road design standards are described in the Area Plan and the Whetstone development is expected to comply with those standards. The development has been designed with two access points which improves safety and traffic flow. All exterior lighting shall be required to comply with the County's exterior lighting standards which requires fully-shielded and full cutoff fixtures. The development also proposes connection to the Town's water and sewer service which is an identified goal in the Area Plan. The Area Plan recommends that development include land available for public transit systems; the development includes internal bus stops and the County has included a possible underpass on Highway 135 as part of the Brush Creek intersection redesign.

…The Area Plan includes a section on housing with a specific goal: 'The housing policies of the Crested Butte Area Plan are designed to develop a socially, culturally and economically balanced community with an appropriate mix of residential dwelling unit types for permanent residents, part time residents, and tourists.' The Whetstone development meets this goal by providing deed-restricted essential housing for the local workforce.

The Town's Compass Plan identifies key themes heard from the community and defines community values. The Compass Plan describes a desire to implement policies that 'make driving less convenient while simultaneously improving and expanding transit opportunities as an attractive alternative.' Additionally, the Compass Plan describes concerns about housing insecurity:

'A tension that was an undercurrent to many of the conversations was a deeply held fear of housing insecurity and lack of economic mobility. For example, residents of the Town feel threatened by the changes they are witnessing, including losing their quality of life, a growing divide between the haves and have nots, an inability to maintain the existing culture and community, the inability to afford a home, and the lack of opportunity to build and sustain a life here that future generations can experience.'

The proposed Whetstone workforce housing development addresses a challenge described in the Compass Plan:

'Affordable Housing: Increasingly throughout each jurisdiction, individuals are unable to afford housing near where they work. There are many compounding issues, including the diversity of the housing stock, strategic density, the need to incentivize deed-restricted units, and a lack of options that are walkable, bikeable, and served by transit.'"

Mayor Ian Billick, of the Town of Crested Butte provided written comments in a letter dated October 6, 2022 on the Sketch Plan application which are noted above in the referral agency comments sections. The Town noted support for the goal of 100% deed restricted housing for essential and workforce housing; and supported a connected transportation network including the development of an underpass and roundabout on Highway 135; and support for the traditional neighborhood design of the project and location of the higher density buildings along Highway 135 to "increase transit ridership and cue traffic on Hwy 135 to slow as vehicles approach the proposed roundabout at Brush Creek."

> ***2. DETERMINATION OF DENSITY CONSIDERS SEWAGE DISPOSAL REQUIREMENTS.*** *Location, configuration, and the final maximum density of lots one acre or larger in a proposed development shall be determined subject to feasibility of use of individual sewage disposal systems pursuant to the Gunnison County On-Site Wastewater Treatment System Regulations. In no case shall any lots smaller than an acre be allowed in a new subdivision unless served by a central or regional wastewater treatment system, and*

Not applicable, on-site wastewater treatment (septic) systems are not proposed for this development.

> ***2. LOT SIZE AND LOT DENSITY CONSIDERATIONS.*** *Unless exempted pursuant to Section 10-103: B.1.: Exemption for Parcels on Agricultural Operation, lot size and lot density shall be substantially similar to neighborhood parcels unless the standards of either (a) or (b) are met:*

The applicant has provided the below response and the Planning Commission finds that the Sketch Plan is consistent with the standards of this Section and conditions are appropriate for greater density.

> ***a. CONDITIONS ARE APPROPRIATE FOR SMALLER LOTS OR GREATER DENSITY.*** *The project shall be considered for smaller lots or greater density when all of the following four requirements are met:*
>
> > ***1. DEVELOPMENT SERVED BY PUBLIC WASTEWATER TREATMENT SYSTEM.*** *The development is or will be served by a public wastewater treatment system, by approval of the subject application pursuant to Section 12-106: Sewage Disposal/Wastewater Treatment.*

Applicable, the applicant has identified three options for wastewater treatment—connection to the Town of Crested Butte; connection to East River Sanitation district; or development of an onsite wastewater treatment plant. The applicant's preferred option is connection to the Town of Crested Butte wastewater system.

The applicant and the Town of Crested Butte signed a Memorandum of Understanding which identifies that the parties selected Carollo Engineers to perform a water and sewer capacity study to confirm the capacity of the Town's water and sewer infrastructure to serve the Whetstone essential housing development. The MOU states: "The MOU parties agree that should the efforts…demonstrate, to the reasonable satisfaction of the MOU parties, adequate water and sanitary sewer capacity in the Town of Crested Butte's water and sanitary sewer systems for the Whetstone project, the parties will present the findings of the study to the Town Council for the purpose of the Town's consideration of water and sanitary sewer infrastructure extension to the Whetstone parcel."

Carollo Engineers report found that there is capacity within the Town's systems but there are also additional improvements and policies that may need to be addressed to ensure that capacity. Carollo noted: "additional recommendations for a subsequent phase of the capacity assessment have been developed to confirm the viability and further detail the impacts of connecting the Development to the Town's water and wastewater systems." The recommendations include additional assessments to understand the impacts of connecting the proposed system, responsibility for operation and maintenance of system components, capital costs associated with the proposed connections and possible facility expansion or storage needs, and long-term operations and maintenance costs (e.g., additional staff requirements to support the near-term additional demands on the existing system, power and chemical costs, etc.).

As required by Town Code, the County has submitted a request to the Town for service of water and wastewater to the subject parcel which will trigger additional analysis and review to determine if the Town will allow connection. The Town Council will be holding a public hearing and will identify items that the applicant will be required to submit for further consideration of utility extension at their February 21, 2023 Council meeting.

The applicant shall be required to submit detailed wastewater treatment plans at Preliminary Plan.

> ***2. DEVELOPMENT SERVED BY OTHER SERVICES AND FACILITIES.*** *To the maximum extent feasible, the development is or will be served by a public water supply, public transportation and other public services and facilities by approval of the subject application.*

Applicable, see above regarding the request to the Town of Crested Butte for wastewater and water service. Additionally, the proposed development is adjacent to an existing RTA bus stop on Highway 135. The applicant has included a location within the development to accommodate a bus stop for school buses and/or mass transit services. The applicant is exploring the opportunity to create a bike and pedestrian underpass connecting this development to the east side of Highway 135. The applicant has engaged with an engineering firm, Mead & Hunt, to redesign the Brush Creek Road intersection. At this time a relocated roundabout is proposed the roundabout may include surface crossings for bikes and pedestrians, in addition to a multimodal underpass. The applicant is in the process of creating a plan for a multimodal trail from the Town of Crested Butte to Crested Butte South subdivision and the proposed trail may connect to this development.

> ***3. COMPATIBLE WITH NEIGHBORHOOD.*** *The development is compatible with the neighborhood existing when the Land Use Change Permit application is submitted. Methods of ensuring compatibility may include, but are not limited to:*
> ***a. PERMANENT COVENANTS TO ENSURE CONTINUED COMPATIBILITY WITH NEIGHBORHOOD USES AND DENSITIES.*** *The proposed development includes permanent protective covenants that, at a minimum, address the following, to ensure that, if approved, it remains compatible with the neighborhood uses and densities that exist as of the date of approval of the Land Use Change Permit:*
> **1.DESIGN STANDARDS.** *Building exterior design standards.*

Applicable, the applicant has included draft design standards that reflect public input gathered over the past year on the design of the development. Architectural character is described in detail beginning on page 15 of the application submittal narrative. Goals include:

- Variety of architecture and materials
- Tie into Gunnison Valley style
- Some relationship to Riverland's industrial characteristics
- Break down larger masses
- Smart snow management
- Orientation for solar access
- Decks and small private outdoor spaces
- Transition from more traditional architecture to the west to more modern industrial to the east

Additional design information is included below in "Compatibility of Uses."

2. LANDSCAPING. *Landscaping requirements.*

Applicable, the applicant has submitted a conceptual landscaping plan which is described on page 21 of the application submittal narrative and is attached to the application as Maps 4 and 5. The goal of the project is to create a livable, attractive neighborhood which also responds to the need for low water and drought tolerant species.

The application notes:

> *"The overarching topography of the site - sloping from northeast to southwest will remain. Berms along the east and west sides will remain. The existing berm along Highway 135 will be modified as required for new points of access and structures. All landscaping on site will be either native or naturalized and adapted to the site on the valley floor and will expressly avoid all invasive species. The Wildland Urban Interface code will inform the types of plantings, which could include native trees, shrubs, perennials and grasses–low water, drought tolerant, fire resistant. Dense evergreens and large non-native trees are not anticipated. Native landscaping along Highway 135 is proposed."*

3. OUTSIDE PARKING AND STORAGE. *Standards and limitations on outside parking and storage.*

Applicable, the applicant has included a parking plan including 1.8 spaces/unit. The LUR requires two parking spaces for up to a three-bedroom unit.

The application states, "All housing units constructed within Whetstone shall have secure bulk storage spaces for outdoor equipment and gear. Bulk storage spaces shall be a minimum of 35 sf with a minimum dimension of 5 feet and minimum height of 8 feet. Bulk storage space may be remote from a unit or within the unit but shall not otherwise be used as a bedroom or utility closet."

4. COMPATIBILITY OF USES. *Conditions pursuant to Section 13-119: Standards to Ensure Compatible Uses.*

Applicable, and the applicant has requested modifications as allowed by Section 9-604: A.6. which states:

> *"The decision-making body shall approve modifications to the design requirements of Article 10:* Locational Standards*, Article 11:* Resource Protection Standards*, Article 12:* Development Infrastructure Standards*, and Article 13:* Project Design Standards for Essential Housing*, provided that the requested modification will result in residences that*

will be more energy-efficient, will provide more amenities, or improved design, and will not jeopardize public health, safety or welfare."

It is important to note that the standard states the decision-making body shall approve modifications if the criteria of energy efficiency, more amenities, or improved design, and the modifications will not jeopardize public health, safety, or welfare are met. At this time, the applicant has not requested a modification to this Section and the Sketch Plan submittal states:

"The proposed essential housing neighborhood has been designed to ensure that it is compatible with and complementary to the nearby residential or public use areas.

Neighborhood Planning Guidelines
These guidelines have been created to guide future development within Whetstone. The guidelines are intended to provide a vision for Whetstone while providing flexibility for future development partners to create unique and distinctive structures and spaces within the framework of a coherent and cohesive neighborhood. Developers may propose something different than what is explicitly shown in this plan but must, through the county review process, show how the proposed development is in keeping with these guidelines and the context and character of the neighborhood. Key components of the Neighborhood Planning Guidelines include:

- *Building scale and form*
- *Building relationship to the street*
- *Building relationship to gardens, parks and outdoor spaces*
- *Building typologies*
- *Storage*
- *Architectural character*

Building Scale and Form

- *Larger buildings are to be built at the top of the site near HWY 135 in the neighborhood named "Urban North" where grade changes provide opportunity to minimize the perceived scale of buildings especially as seen from HWY 135. Smaller buildings sensitive to the scale of the adjacent properties are to be constructed on the east, south and west sides of the site.*
- *The neighborhood is to be predominantly two-story structures with the exception of two buildings framing the north end of the greenway along HWY 135 and the potential for a third story on the east side units that are built into the berm along this property boundary.*
- *All structures shall have meaningful changes in plane (creating relief and shadow on the face of the structure) and/or materials to reduce building scale and create visual interest.*
- *Roof orientation shall be such that snow is not shed onto walkways, driveways or unroofed outdoor living spaces when possible. Roofs oriented to maximize the potential for rooftop solar are encouraged but not required.*

Building Relationship to the Street

- *Buildings should address the street and unit entries should be visible from the street wherever possible.*
- *Unit entry porches are to be constructed on all structures on the east side, west side, far northwest and central areas of the site.*

- *Entry porches should be a minimum of five feet in depth and large enough to accommodate resident seating.*
- *Primary living spaces should face the street and have large windows to enliven the streetscape and provide security to pedestrians and neighbors.*

Building Relationship to Gardens, Parks and Outdoor Spaces

- *Outdoor spaces around structures should be planned as shared or private landscaped gardens and yards. Spaces within these structures, and particularly primary living spaces, should be located alongside these garden areas and oriented to take advantage of views of and across them.*
- *Building design at Whetstone is to encourage the connection of residents to the landscape through proximity of indoor and outdoor living spaces and gardens and fenestration patterns to strong visual connection between interior and exterior spaces.*

Building Typologies

- *A wide variety of building types is encouraged.*
- *Building types anticipated are shown on the Development Plan.*
- *Building types should seek to generate the desired density while maintaining a scale appropriate to the context.*
- *Single family detached structures will not be allowed except in the Far Northwest neighborhood.*

The County has worked with adjacent landowners and community stakeholders to design a neighborhood that will be an asset to the community and a great place for our community members to live. The development of accessible open space, trails, and connection to transit create a neighborhood that is compatible with and enhancement of the community. The applicant has also worked with adjoining property owners Tod and Teri Colvin, who own five lots on Creekside Drive. The Colvins' have expressed concern about the height and number of units along the northwest property line. The applicant has purposefully designed that portion of the development to include lower intensity uses such as duplexes and triplexes that will have heights and form similar to the Colvins' existing home. The applicant met the Colvins' onsite and erected small structures to simulate potential viewshed impacts. There will be changes to the views to the south of the Colvins' parcel. The existing residence is oriented to primarily face north and take advantage of views of Paradise divide. The proposed triplex and duplex units are oriented so that they do not directly face the Colvins' property which was done in response to concerns expressed by the Colvins. The units on the northwest corner of the property include a single-family residence, duplex and two triplexes. That portion of the property is prominent and the structures were placed with the intention of blending in with the topography and neighboring uses. There had been consideration of a larger structure in that area but the team felt that several smaller residential units would be more compatible.

The larger apartment structures along Highway 135 have been designed and located to work with the site topography and to create a sense of arrival to the Crested Butte community and help to slow traffic on the highway. In referral comments from the Town of Crested Butte dated October 6, 2022 they state, "The Town also appreciates the development's respect for the natural topography of the project site. We support placing the higher density building along Hwy 135 to increase transit ridership and cue traffic on Hwy 135 to slow as vehicles approach the proposed roundabout at Brush Creek." Greater

numbers of units in close proximity to regional transit will enable ease of access and ridership."

5. BUILDING SIZE. *Building size.*

b. SITE LAYOUT AND DESIGN. *The proposed development shall locate buildings and lots to minimize to minimize visual impact.*

Building size and visual impact are discussed above in "Compatibility of Uses" and the modification to building size thresholds is analyzed in Section 9-604:A.6.

4. IMPACT OF INCREASED DENSITY IS MITIGATED*. The decision-making body finds that impacts of the increased density have been reasonably mitigated; methods of mitigation may include, but are not limited to:*

a. ADDITIONAL OPEN SPACE*. The amount of open space included in the proposed development exceeds the amount required by Section 13-108: Open Space and Recreation Areas by at least ten percent of the total land designated for residential uses within the development.*

A major impact residential project is required to provide 30% open space. This requirement may be modified per Section 9-604: B.2. but the applicant is not requesting a modification to this standard, at this time. The total parcel is 15.1 acres and 6.6 acres (44%) is open space. The open space exceeds the required amount by 14%.

b. PROVISION OF ESSENTIAL RESIDENCES*. Provision of Essential Residences that equal at least ten percent of the total number of residences, in addition to any other applicable requirements of this Resolution.*

The application meets and far exceeds this standard and the goal for the entire project is to provide essential residences for the community. The development will consist of no less than 80% deed restricted units total. 40% of the total units shall be restricted to incomes of 120% AMI or less. The County's goal is to have 100% of the units be deed restricted, including income restrictions, to meet the needs of the community as identified in the 2021 "Gunnison Valley Market Housing Update" and to respond to the Board of County Commissioner's strategic goal of building 300 housing units that are affordable for our workforce by 2030.

c. CLUSTERING OF RESIDENCES*. Residences are clustered to minimize visual impact and impacts on wildlife habitats as depicted on Wildlife Habitat Maps.*

The residences and units are clustered and based on traditional neighborhood design and form with the intention of creating a livable, vibrant, and attractive neighborhood.

d. PARTICIPATION IN PUBLIC TRANSPORTATION SYSTEM*. As applicable, provision of a bus stop or similar facility for use with an existing public transportation system.*

The proposed development is located adjacent to an RTA bus stop on Highway 135. Additionally, the applicant has created space within the development (see #16 on Map 1 of the application) for

a bus connection. At this time RTA and Mountain Express do not anticipate circulating within the development but the applicant has created the space for that future opportunity.

Section 10-104: *Locational Standards for Commercial, Industrial, and other Non-Residential Uses.*

Applicable, a mixed-use structure and live/work units are proposed within the development. Section 10-104: B. states that new growth should be located adjacent to an incorporated municipality or consistent with a three-mile plan area.

The application states:

> *"The building identified on the site plan as mixed use may include several different neighborhood serving uses such as a co-work space, childcare, mental health center offices, shared/rentable community space, or a cafe. These proposed uses comply with Section 10-104: B.2. as is contemplated in the Crested Butte Area Plan. The Area Plan identifies that neighborhood serving commercial uses are appropriate. Additionally, Section 10-104: C.1.e. Identifies that a commercial use that is designed to serve a specific residential area is appropriate and compatible."*

Section 11-103: *Development in Areas Subject to Flood Hazards*.
Not applicable, the subject parcel is not within the 100-year floodplain, according to FEMA maps.

Section 11-104: *Development in Areas Subject to Geologic Hazards*.
Not applicable, the subject parcel is not in an area of mapped geologic hazards.

Section 11-105: *Development In Areas Subject to Wildfire Hazards.*
Applicable, the parcel is in a high wildfire hazard area. A copy of the application has been referred to the Crested Butte Fire Protection District and Colorado State Forest Service for review and comment. No comments were received from the Colorado State Forest Service. The proposed development shall comply with the standards of this Section and the Preliminary Plan design shall be guided by these standards and the *2021 International Wildland Urban Interface Code*.

Section 11-106: *Protection of Wildlife Habitat Areas.*
Applicable, the application was referred to Colorado Parks and Wildlife for review and comment; CPW comments included recommendations that bird feeders be limited and bear proof trash containers be installed. The applicant responded that, "The development will utilize bear-proof trash containers and restrict use of bird feeders."

Section 11-107: *Protection of Water Quality*.
Applicable, the subject parcel includes water bodies within 125 feet and shall comply with the standards of this Section. No development is proposed within the inner restrictive buffer of a water body. If development within 125 feet of the water body is proposed, a water quality protection plan shall be required at Preliminary Plan.

Section 11-108: *Standards for Development on Ridgelines.*
Not applicable. The site is not located on a ridgeline.

Section 11-109: *Development That Affects Agricultural Lands.*
Not applicable, the subject parcel is not adjacent to any agricultural operations, as defined in the LUR.

Section 11-110: *Development of Land Beyond Snowplowed Access*.
Not applicable, the site is not located beyond snowplowed access.

Section 11-111: *Development On Inholdings In The National Wilderness.*
Not applicable, the site is not located on a National Wilderness inholding.

Section 11-112: *Development On Property Above Timberline.*
Not applicable, the site is not located above timberline.

Section 12-103: *Road System*.
Applicable, a copy of the application was referred to Gunnison County Public Works and the CDOT. The applicant has identified the general locations of roads and access in compliance with Sketch Plan requirements. Engineered road plans and traffic studies are not required or accepted at Sketch Plan.

The application states:

> *"The general locations of the roads and trails are shown on the site plan titled, 'Conceptual Development Plan' dated August 26, 2022. The design team has consulted with Gunnison County Public Works on the design of the internal development roads and is aware of Gunnison County standards. The roads are proposed to meet County and Crested Butte Fire Protection District standards and include on and off-street parking, landscaping, and sidewalks. Gunnison County is currently working with Mead & Hunt to develop a revised Brush Creek intersection plan that is expected to include a roundabout and relocation of Brush Creek Road. The intersection is expected to also include an underpass that would connect Whetstone essential housing to the northwest side of Highway 135."*

A perimeter gravel trail is proposed on the parcel. The applicant is also working with CDOT and other consultant teams to develop a plan for a multimodal access trail from Crested Butte to Crested Butte South and the applicant has stated that they are exploring the option to create an underpass on Highway 135 that would connect the development to the northeast side of the highway, transit stops, and the Deli Trail.

Brian Killian, Region 3 Access Program Manager for CDOT in an email dated September 16, 2022 commented that the roundabout will be the only allowed highway access, and that the development will need to provide connectivity to the Colvin parcel.

Martin Schmidt, Assistant County Manager of Public Works in a letter dated October 5, 2022 commented that the project should consider the type of equipment that will be used for snow storage, the design of curbs and other obstructions that will enable plowing, and encouraged maximizing larger areas for snow storage rather than multiple smaller areas.

Scott Truex, Executive Director of RTA in a letter dated September 10, 2022 commented that RTA doesn't expect to add bus stops nor divert buses off the highway into the development. RTA also supported a pedestrian underpass on Highway 135.

The applicant has provided the following response in the "Response to Referral Comments on Sketch Plan Submittal LUC-22-00049," dated October 14, 2022:

> *"Applicant acknowledges CDOT comments and is working with traffic engineers and adjacent property owners to understand and mitigate concerns related to emergency*

access. Future engineering studies will be shared with CDOT to determine if a secondary access is feasible… The applicant will continue to work with Public Works and our consultant team to design and engineer snow removal that is efficient, effective and accommodated…The County will continue to work with CDOT on the Brush Creek intersection and will work with CDOT and local partners and is committed to furthering the design and engineering for a pedestrian underpass."

Section 12-104: *Public Trails*.
Applicable, trails are proposed as part of this application. The applicant is currently beginning a design and planning process for the Crested Butte to Crested Butte South multimodal access trail. The applicant's preferred option is to create an underpass on Highway 135 that will connect the development to transit stops and the Deli Trail. Additionally, an internal trail on the subject parcels is proposed that will serve the neighborhood.

Section 12-105: *Water Supply*.
Applicable, the applicant has identified three possible options for water supply for the proposed development:

- Connection to the Town of Crested Butte central water system
- On site development of central wells
- Connection to the Skyland Metropolitan District water system

The applicant's preferred option is connection the Town of Crested Butte's water supply system. The applicant has provided documentation of a memorandum of understanding (MOU) between the Town and the County exploring the option of connection. The applicant has requested the Town of Crested Butte consider extension of water and wastewater utilities to the subject parcel. The Town Code identifies a specific Town process for consideration of utility extension and the applicant and Town are currently working through that process. A water supply plan in compliance with the standards of this Section titled "Water Supply Plan" dated September 6, 2022 and prepared by JVA Consulting Engineers has been submitted.

Section 12-106: *Sewage Disposal/Wastewater Treatment.*
Applicable, the applicant has identified three possible options for wastewater treatment for the proposed development:

- Connection to the Town of Crested Butte wastewater treatment system
- Connection to the East River Regional Sanitation District system
- Onsite development of a centralized package plant for sewage treatment

The applicant's preferred option is connection the Town of Crested Butte's water supply system. The applicant has provided documentation of an MOU between the Town and the applicant exploring the option of connection. The applicant has requested the Town of Crested Butte consider extension of water and wastewater utilities to the subject parcel. The Town Code identifies a specific Town process for consideration of utility extension and the applicant and Town are currently working through that process. A wastewater treatment plan in compliance with the standards of this Section, titled "Water Supply Plan" dated September 6, 2022 and prepared by JVA Consulting Engineers has been submitted.

Section 12-107: *Fire Protection*.
Applicable, the subject parcel is within the Crested Butte Fire Protection District (CBFPD) and a copy of the application has been referred to CBFPD and Colorado State Forest Service for review and comment.

In a letter from Sean Caffrey, CEO and Commissioner and Ric Ems, Fire Marshal dated September 28, 2022 comments related to adequate water supply for fire protection for Riverland Industrial Park.

The applicant has provided the following response in the "Response to Referral Comments on Sketch Plan Submittal LUC-22-00049," dated October 14, 2022: "The preferred option for water service is through the Town of Crested Butte. We have submitted an application to extend utility services. We are open to discussions with the Town of Crested Butte and Riverland Industrial Park to understand if there is a feasible solution to provide fire protection water supply."

Section 13-102: *Location with a Municipal Three Mile Plan*
Applicable, the subject parcel is within a municipal three-mile plan. The Crested Butte Area Plan has not been adopted by Gunnison County. A copy of the application has been referred to the Town of Crested Butte.

In a letter from Mayor Ian Billick dated October 6, 2022, the Town provided the comments including support for 100% deed restricted housing; support for transit-oriented design for the project including a roundabout at Highway 135 and an underpass connecting to the development to transit and multimodal trails; support for traditional neighborhood design of the proposal and the location of the higher density buildings along Highway 135.

The applicant provided the following response in the "Response to Referral Comments on Sketch Plan Submittal LUC-22-00049," dated October 14, 2022:

> "1) The County shares the Town's goal of creating as much deed restricted housing as financially feasible.
>
> 2) The County is fully committed to pursuing an improved Brush Creek intersection which includes pedestrian access. Ongoing engineering and feasibility analysis will determine project costs and help identify financing and funding mechanisms and timing of the project."

Section 13-103: *General Site Plan Standards and Lot Measurements.*
Applicable, the site plan complies with the standards of this section as shown on the "Conceptual Development Plan" dated August 26, 2022 and prepared by jvD, LLC.

Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way.*
Applicable, road setbacks and property line setbacks, are required to comply with the standards of this Section.

A detailed site plan shall be submitted at Preliminary Plan.

Section 13-105: *Residential Building Sizes and Lot Coverages.*
Not applicable, Section 9-604: A. 6. allows the decision-making body to approve modifications to the requirements of Article 13, "provided that the requested modification will result in residences that will be more energy-efficient, will provide more amenities, or improved design, and will not jeopardize public health, safety or welfare." Please see the analysis in Section 9-604 related to residential building size.

Section 13-107: *Installation of Solid Fuel-Burning Devices*

This section applies and any solid fuel-burning devices proposed shall comply with this section.

Section 13-108: *Open Space and Recreation Areas*
Applicable, a major impact residential project is required to provide 30% open space. This requirement may be modified per Section 9-604: B.2. but the applicant has not requested a modification. The total parcel is 15.1 acres and the applicant proposed 6.6 acres (44%) open space.

Section 13-109: *Signs.*
Applicable, any proposed sign(s) shall meet the requirements of this Section. The applicant may submit designs for any proposed signs at the Preliminary Plan stage.

Section 13-110: *Off-Road Parking and Loading.*
Applicable, parking in compliance with this Section shall be required. Specific detail and location shall be demonstrated at Preliminary Plan. The applicant proposes 1.8 spaces/unit. The LUR requires two parking spaces for up to a three-bedroom unit. As allowed by Section 9-604: B.1. the applicant is requesting a reduction in required parking for the proposed development. The application states, "The County and the design team have worked very hard to balance the number of units with needed parking at the site. 1.8 space/unit is significant and that parking, along with the County's separate project to develop an underpass from the site connecting it to transit and a multimodal path justify the reduction in parking."

A requested modification to the parking standards as allowed in Section 9-604: B.1. *Reduced Parking Space Requirements*. This Section states:

> *"Notwithstanding any other requirements of this Resolution, the decision-making body may provide one or more of the following incentives for an Essential Housing Project or a residential or mixed-use development in which a minimum of 40 percent of the residences are Essential Housing, and, because of deed restriction, will remain Essential Housing: 1.* Reduced Parking Space Requirements*. A reduction in the number of parking spaces required pursuant to Section 13-110: Off-Road Parking and Loading, depending upon location, bedroom mix, the availability of public transit and other pertinent factors."*

The application states "The reduction in parking will not jeopardize public health, safety, or welfare and because of the proposed underpass connection to transit it will likely improve public health and safety by reducing vehicle trips and emissions. Additionally, the reduction in parking allows for the development of improved park and open space that is an amenity for residents."

The Planning Commission discussed the proposed parking and found that the location of transit adjacent to the site, the bedroom mix and expected multimodal connection to the Town of Crested Butte warrant a parking reduction. The applicant shall comply with all other standards of this Section.

Section 13-111: *Landscaping And Buffering.*
Applicable, this Section requires that a Major Impact application "shall integrate the elements of the site plan and design, so that the land use change preserves and enhances the unique identity of the site. Landscaping may include plant materials including trees, shrubs, ground covers, perennials and annuals, and other materials including rocks, walls, fences, planters and paving materials."

The application states, “The design team recognizes that the parcel is in a wildfire hazard area and will implement FireWise design standards, defensible space, and fireflow requirements for fire-fighting purposes into the design. It is anticipated that future structures may need to comply with the *International Wildland Urban Interface Code*.”

Section 13-112: *Snow storage*.
Applicable, the applicant has identified areas of snow storage on the site plan and additional detail shall be provided at Preliminary Plan.

Section 13-113: *Fencing*
Applicable, this section applies and any fencing proposed shall comply with this section.

Section 13-114: *Exterior Lighting.*
Applicable, the standards of this Section shall be applied at the time of building permit application.

All lighting proposed on the parcel shall comply with this Section and Section 9-301: D.6. *Exterior Lighting* for commercial and nonresidential development.

Section 13-115: *Reclamation And Noxious Weed Control.*
Applicable, the applicant has acknowledged that a reclamation plan, prepared in compliance with this Section, shall be required at Preliminary Plan. A reclamation permit is required for road cutting and/or construction, homesite clearing and berm construction.

Section 13-116: *Grading And Erosion Control.*
Applicable, the design of the sketch plan has been guided by the standards of this Section.

The Preliminary Plan is the step of this overall review in which engineered details are required to be indicated and assure compliance with this Section. Details of grading and erosion control are appropriately required at Preliminary Plan level of review as elements of detailed engineered plans.

Section 13-117: *Drainage, Construction And Post-Construction Stormwater Runoff.*
Applicable, the Sketch Plan shall be guided by the requirements of this Section, however specific details are not required at Sketch Plan.

This is a Major Impact subdivision, likely to involve 10,000 square feet or more of impervious surface area created by road and driveway improvements. A plan pursuant to this Section is required to be submitted in the Preliminary Plan, certified by a qualified professional engineer licensed in the State of Colorado, indicating that this project meets the standards of this Section including methods to ensure that drainage will not injure adjacent lands. Documentation of whether a Stormwater Discharge Permit is required for this project by the Colorado Department of Public Health and Environment is also required to be submitted as part of Preliminary Plan.

Subject to State standards, storm water runoff is required to be managed onsite, to direct runoff to stable, vegetated areas capable of maintaining sheet flow for infiltration, or to discharge to a storm water conveyance structure, designed to accommodate the projected additional flows from the proposed project.

Section 13-118: *Water Impoundments.*
Not applicable, no water impoundments, as defined in this Section, are proposed as part of this application.

Section 13-119: *Standards to Ensure Compatible Uses.*
Applicable, this Section notes that, "Proposed land use changes shall be designed, constructed, and maintained in a manner that will not adversely affect the character and tranquility of nearby residential or public use areas, as well as the following:

> ***1. Hazards or Nuisances.*** *Land use changes shall not subject other uses to undue noise, dust, fumes, odor, explosion, aircraft flight patterns, or other hazards or nuisances, whether the result of design, location, basic character, or of planned or reasonably expected growth.*
> ***2. Adverse Impacts to Adjoining Land.*** *Land use changes shall eliminate or minimize or mitigate conflicts between adjoining land uses and to the maximum extent feasible, avoid changes that will result in significant net adverse impact to adjoining land.*

The application states:

> *"The proposed essential housing neighborhood has been designed to ensure that it is compatible with and complementary to the nearby residential or public use areas. The County has worked with adjacent landowners and community stakeholders to design a neighborhood that will be an asset to the community and a great place for our community members to live. The development of accessible open space, trails, and connection to transit create a neighborhood that is compatible with and enhancement of the community."*

Article 15: *Right-to-Ranch Policy*.
Not applicable, the subject parcel is not adjacent to any agricultural operations, as defined in the LUR.

FINDINGS:

The Gunnison County Planning Commission finds, for purposes of approval of the Sketch Plan phase of the Major Impact project application, that:

1. This application is classified as a Major Impact per Section 7-101: *More Than Four Units*.

2. The application seeks to develop essential housing and workforce housing as defined by Section 2-102.

3. The criteria set forth in Section 9-604: I*ncentives Required to Provide Essential Housing* apply to this application, and the Commission finds that incentives and modifications are generally consistent with the standards of the Gunnison County *Land Use Resolution* as set forth in the Planning Commission recommendation.

4. The applicant has met its burden to establish that application of a modification of the standards set forth in the LUR, including but not limited to, Section 13-103, to allow for an increase in height of 25% for two buildings proposed in the plan, is generally consistent with the standards of the Gunnison County *Land Use Resolution*. Further review and final determination of application of this modification will occur at Preliminary and Final Plan application.
   a. The applicant has established that its application meets the standards of Section 9-604: A.3, which states, "An increase of 25 percent in the maximum structure height allowed pursuant to Section 13-103: G*.: Allowed Structure Height*s, when such increase is found to not interfere with solar access or potential solar access of existing adjacent structures, and the County determines the increase to be in the public benefit in its allowance for

additional and/or larger residences and that are deed-restricted pursuant to this Division." In addition, the modification standards of Section 9-604: A.6 potentially apply to this application with regard to the foregoing.

b. During the sketch plan proceedings, the applicant demonstrated that moving the aforementioned buildings would result in less open space and park amenities, a parking lot adjacent to the highway, reduced transit connectivity and more traffic and car trips within the development due to the location of the higher density structures in the center of the parcel. The Commission therefore finds that the public will benefit from increased building heights to allow more essential affordable workforce housing in the development.

c. Section 13-103 is not amongst the "public health, safety, and welfare" standards described in Section 1-105: *Sections Necessary for Immediate Preservation of Public Health, Safety, Welfare, and the Environmental and Natural Resources*.

5. The applicant has met its burden, under LUR Section 9-604: A.6. to establish a modification of the standards set forth in the LUR, including but not limited to, Section 13-105, to allow for an increase in the maximum size of multifamily residential buildings is generally consistent with the standards of the Gunnison County *Land Use Resolution*. Further review and final determination of application of this modification will occur at Preliminary and Final Plan application.
   a. The applicant has demonstrated that the larger buildings will be more energy efficient; will provide more amenities, including the creation of park and open space due to size and location of the buildings; improved access to transit for residents in larger buildings; and reduced traffic and vehicles in the remainder of the neighborhood because of the larger buildings' location adjacent to the highway.

   b. The proposed modification does not jeopardize public health, safety, or welfare and that neither Section 13-105 nor viewsheds are amongst the "public health, safety, and welfare" standards described in Section 1-105: *Sections Necessary for Immediate Preservation of Public Health, Safety, Welfare, and the Environmental and Natural Resources*.

6. The applicant has met its burden to establish a modification to the parking standards as allowed in Section 9-604: B.1. *Reduced Parking Space Requirements* and is generally consistent with the standards of the Gunnison County *Land Use Resolution*. Further review and final determination of application of this modification will occur at Preliminary and Final Plan application.
   a. This Section states: "Notwithstanding any other requirements of this Resolution, the decision-making body may provide one or more of the following incentives for an Essential Housing Project or a residential or mixed-use development in which a minimum of 40 percent of the residences are Essential Housing, and, because of deed restriction, will remain Essential Housing: 1. *Reduced Parking Space Requirements*. A reduction in the number of parking spaces required pursuant to Section 13-110: *Off-Road Parking and Loading*, depending upon location, bedroom mix, the availability of public transit and other pertinent factors."

   b. The applicant proposes approximately 1.8 spaces/unit at this time.

   c. LUR Section 13-110 normally requires two parking spaces for up to a three-bedroom unit.

d. However, the Commission finds that modification of the foregoing standard, and application of Section 9-604(B)(1) is appropriate because the applicant has established reasonable efforts to balance the number of units with needed parking at the site. The applicant has shown that its proposal of 1.8 spaces/unit still provides parking for residents and that parking, along with the applicant's separate project to develop an underpass from the site connecting it to transit and a multimodal path justifies a modification of the normal parking standard.

7. Pursuant to Section 7-102: *Standards of Approval for Major Impact Projects,* the Commission hereby finds and concludes:
   a. This Sketch Plan application is generally consistent with the standards and requirements of the *Resolution,* pursuant to Section 7-103, *i.e.*, compliance of the proposed land use change with the standards of the *Resolution* are required to be determined broadly and conceptually during Sketch Plan review. This application has addressed, and the Commission has evaluated this submittal for its integration of the standards of the *Resolution* within its conceptual presentation of the proposed development pursuant to the foregoing standard.

   b. The applicant has submitted sufficient evidence at this stage of the process to demonstrate that the project concept is compatible with the community character, taking into account the appropriate modifications discussed above. The proposed development is compatible with the community character and is an enhancement of the development area because it will create a secure source of housing for community residents and does not adversely impact the area. A final determination of whether or not the proposed land use change would result in a significant adverse net effect to adjacent land uses can occur only after the applicant has submitted the Preliminary Plan application, again taking into account the provisions of LUR Section 9-604 and the liberal construction of LUR to meet its stated purposes, which include providing adequate housing for all people.

   c. Phasing has been proposed by the applicant within this Sketch Plan submittal.

   d. All uses have been identified on lots within this proposed development.

8. The following have been identified as potential issues related to this application during the Sketch Plan review process:
   a. The livability of the larger buildings alongside Highway 135 and their compatibility with community character.

   b. The opportunity for multimodal connection to the site that is safe and accessible.

   c. The connection to the Town of Crested Butte's water and wastewater treatment utilities.

   However, such issues must be balanced with the modification provisions of Article 9 and the need for liberal construction of LUR in favor of providing adequate housing for all people.

9. Commercial uses are proposed at the site. The Commission finds that these proposed uses meet the sketch plan standards of the LUR.

10. In response to recommendations from Colorado Parks and Wildlife the applicant has proposed to install bear-proof trash containers and limit the use of bird feeders.

11. The applicant has submitted a request to the Town of Crested Butte for water and wastewater treatment utility extension.

RECOMMENDATION:

The Gunnison County Planning Commission, having considered the submitted plan, site observations and public testimony, has reached the above findings and recommends that LUC-22-00049 be classified as a Major Impact Sketch Plan, and that the Sketch Plan be approved with the following conditions:

1. Pursuant to Section 7-103: C., in the submittal of Preliminary Plan, the applicant shall formulate detailed, designed/engineered solutions to the issues and concerns identified during this Sketch Plan review, and shall address, in a site-specific manner, all other issues that are relevant to the Preliminary Plan.

2. The Preliminary Plan application shall address how the application and proposed development will address the following issues identified during the Sketch Plan review process:
   a. Applicant shall describe the livability of the larger buildings alongside Highway 135 and their compatibility with community character including design, form, massing, and architectural features, taking into account the modification provisions of Section 9 and the need for liberal construction of LUR in favor of providing adequate housing for all people.

   b. Applicant shall identify options for multimodal connection to the site that is safe and accessible, taking into account the modification provisions of Section 9 and the need for liberal construction of LUR in favor of providing adequate housing for all people.

3. The applicant shall further identify how the proposed project modifications allowed per Section 9-604: A. 6. *Modified Development Standards*, will result in residences that will be more energy-efficient, will provide more amenities, or improved design, and will not jeopardize public health, safety or welfare than if the modifications are not approved.

4. The proposed development shall include bear-proof trash containers and limits on the use of bird feeders in compliance with the recommendations of Colorado Parks and Wildlife.

5. Per LUR Section 7-202(O), approval of this Sketch Plan application constitutes a final decision of approval for the general development concept only, but shall not constitute approval of any detailed design or engineering submittals or proposed solutions to specific problems revealed during the Sketch Plan review or later in the review process. Sketch Plan approval by the Board shall not constitute approval of the Major Impact project, or permission to proceed with construction of any aspect of the proposed land use change. Approval at this stage only authorizes the applicant to submit a Preliminary Plan application. If, during the Preliminary and Final Plan reviews, the applicants are unable to fulfill all of the requirements of this Resolution or any requirements imposed as part of the Preliminary or Final Plan review, then the application shall be denied at the Preliminary or Final Plan review stage.

The applicant shall be required to submit and actively pursue the completion of the Preliminary Plan application within twelve (12) months after the date of approval of the Sketch Plan. Per Section 7-202: Q. *Extension of Submittal Deadline*, the Board may extend the deadline to submit a Preliminary Plan application for no more than 12 months beyond the date of the 12-month expiration, and only one extension may be granted. Failure to submit a complete Preliminary

Plan application within this time period shall render the Sketch Plan approval null and void, and require the applicant to begin the Sketch Plan review process again.

6. This approval is founded on each individual requirement. Should the applicant successfully challenge, in a judicial proceeding, any such finding or requirement, this approval is null and void.

7. This Sketch Plan approval may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

8. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change application.

9. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

10. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Boards and Commissions Interviews

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

For your review, the applications for those being interviewed during the 2/7 Work Session. 1. GVH Board of Trustees; 2. TAPP Board; and 3. Library Board of Trustees

Fiscal Impact: n/a

Submitted by: Melanie Bollig **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/2/2023

○ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 5.5 Hours

Agenda Date: 2/7/2023

Revised April 2015

GVH BoT Applications for Portfolio

TAPP Board Applications for Portfolio

Library BoT Applications

Robert C. Schutt, Jr., M.D.

Crested Butte, Colorado 81224

December 27, 2022

Gunnison County Commissioners
200 E. Virginia Avenue
Gunnison, CO 81230

Commissioners:

I am writing to request reappointment to my position as Trustee for Gunnison Valley Health. My first term as Trustee will expire at the end of 2022. I first purchased a home in Crested Butte in 1985 and have been a full-time resident of Gunnison County since 2014.

My education and qualifications for this position are:

U. S. Air Force Academy – Bachelor of Science in Engineering Sciences
Recipient of Distinguished Flying Cross – F4E Pilot in Viet Nam
Texas Tech University School of Medicine – Doctor of Medicine Degree
University of Colorado School of Medicine – Residency in Orthopaedic Surgery
Harvard Business School – Program for Chairs of Medical Schools
Kellogg School of Management Northwestern University – Executive MBA program
Professor and Chairman (tenured) – Department of Orthopaedics
Texas Tech University School of Medicine
Private Practice - Colorado Springs, CO and Gunnison, CO
Shriners Hospitals for Children – Staff Pediatric Orthopaedic Surgeon
Trustee Gunnison Valley Health

As Chairman of Orthopaedic Surgery at Texas Tech University, my responsibilities included training Orthopaedic residents, providing an active research program, managing a departmental budget, recruitment and retention of faculty, overseeing the operation of a Level 1 Trauma center, fund raising and management of Departmental Endowed Chairs.

During my first term as Trustee, I served as a liaison between the hospital and issues with medical staff. I was actively involved in recruitment of the new CEO for GVH. I continue to help in providing direction and strategic planning for Orthopaedics as well as other medical specialties. I oversee finances and provide a vision for the future of the hospital.
My present position is Vice Chair of the hospital board of trustees.

There are several strategic initiatives that I have been involved with that I would like to see to completion. Having been on the board the past five years, I am best qualified with experience and hospital knowledge to serve a second term.

I respectfully request reappointment to the Gunnison Valley Hospital Board of Trustees.

Robert Schutt, M.D.

Melanie Bollig

From: noreply@civicplus.com
Sent: Thursday, January 5, 2023 3:41 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Gunnison Valley Hospital Board of Trustees
First and Last Name	Marla Crockett
Address	
City	Crested Butte
Phone	
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I would like to serve as a member of the Gunnison Valley Hospital Board of Trustees to continue to make a difference and to actively engage in our local community. I am an active community member with a background in professional nursing, professional healthcare management consulting, and would love the opportunity to give back by lending my advisory skills to an organization such as GVH. I am a Registered Nurse by profession (BSN), hold a master's in business administration (MBA) and work with healthcare clients across the country providing professional advisory services in the areas of strategy development, governance design and implementation, information technology strategy and integration, population health management and more. I have served healthcare clients as a leader in the clinical transformation practice for Deloitte Consulting and as the

	leader of clinical transformation at Maestro Strategies. My professional experience also includes serving as Chief Technology Officer for a start-up healthcare IT firm and Vice President of Patient Care Services. Areas of consulting expertise include health system operational governance design and implementation, Population Health Management strategy and operationalization, care delivery system transformation, information technology strategic planning, ambulatory care delivery model redesign, ambulatory operations re-engineering, technology governance, and operational consolidation and integration. I am an author of multiple articles in healthcare and have been a featured speaker on numerous occasions with topics including: "E-Healthcare Consumer," "Healthcare Operations," and "Clinical Informatics' Role in Designing a Collaborative Approach to Cancer Care." With my extensive healthcare and business background and knowledge I believe I would serve as an excellent adviser and Trustee to GVH. I've been praised for my ability to work as a collaborative team member, to build effective teams and to drive to measurable outcomes. I would be thrilled to have the opportunity to serve on the GVH Board of Trustees and put my knowledge to use. I am confident I would be an excellent fit for the Gunnison Valley Hospital Board of Trustees. Please contact me by phone or email at a convenient time for you so we can connect. I look forward to hearing from you and thank you so much for your time.
Additional Comments	I plan to also send a hard copy of this Letter of Interest/Application along with my formal resume via email to the Board of County Commissioners.

Email not displaying correctly? View it in your browser.

Gunnison Board of County Commissioners
200 E Virginia Avenue
Gunnison, CO 81230

January 5, 2023

Dear Gunnison County Commissioners:

I would like to serve as a member of the Gunnison Valley Hospital Board of Trustees to continue to make a difference and to actively engage in our local community. I am an active community member with a background in professional nursing, professional healthcare management consulting, and would love the opportunity to give back by lending my advisory skills to an organization such as GVH.

I am a Registered Nurse by profession (BSN), hold a master's in business administration (MBA) and work with healthcare clients across the country providing professional advisory services in the areas of strategy development, governance design and implementation, information technology strategy and integration, population health management and more. I have served healthcare clients as a leader in the clinical transformation practice for Deloitte Consulting and as the leader of clinical transformation at Maestro Strategies. My professional experience also includes serving as Chief Technology Officer for a start-up healthcare IT firm and Vice President of Patient Care Services.

Areas of consulting expertise include health system operational governance design and implementation, Population Health Management strategy and operationalization, care delivery system transformation, information technology strategic planning, ambulatory care delivery model redesign, ambulatory operations re-engineering, technology governance, and operational consolidation and integration. I am an author of multiple articles in healthcare and have been a featured speaker on numerous occasions with topics including: *"E-Healthcare Consumer," "Healthcare Operations,"* and *"Clinical Informatics' Role in Designing a Collaborative Approach to Cancer Care."*

With my extensive healthcare and business background and knowledge I believe I would serve as an excellent adviser and Trustee to GVH. I've been praised for my ability to workas a collaborative team member, to build effective teams and to drive to measurable outcomes. I would be thrilled to have the opportunity to serve on the GVH Board of Trustees and put my knowledge to use.

I am confident I would be an excellent fit for the Gunnison Valley Hospital Board of Trustees. Please contact me by phone or email at a convenient time for you so we can connect. I look forward to hearing from you and thank you so much for your time.

Best regards,

Marla H Crockett

Marla H. Crockett

Marla Hutchison Crockett, BSN, MBA

Crested Butte, CO 81224

PRESENT POSITION: ***Hutchison Healthcare Consulting***
Chief Executive Officer

PROFESSIONAL PROFILE:

Marla Crockett, a former Partner in the Healthcare Consulting Practice of Deloitte Consulting, has over 25 years of healthcare consulting experience, and 15 years of clinical and administrative healthcare experience serving a wide range of health care providers, including; academic medical centers, for-profit and not-for-profit health systems, integrated delivery systems; market-entry healthcare IT organizations, and pioneering integrated MD groups. Ms. Crockett is a proven practice leader, serving as a leader in the development of the clinical transformation practice for Deloitte and developing the clinical transformation role at Maestro Strategies.

In addition to her professional consulting experience, Marla has served as Chief Technology Officer for a start-up healthcare IT firm and Vice President of Patient Care Services with Humana, Inc.. Areas of expertise include: care delivery system transformation, information technology strategic planning, population health management strategic planning and operationalization, ambulatory care delivery model redesign, ambulatory operations reengineering, ambulatory facility operational analysis/strategic planning, inpatient care delivery redesign, information technology governance, and operational consolidation and integration. She has been a featured speaker on numerous occasions, with topics including: *"E-Healthcare Consumer,"* *""Healthcare Operations,"* and *""Clinical Informatics' Role in Designing a Collaborative Approach to Cancer Care."*

EXPERIENCE HIGHLIGHTS:

Population Health Strategy and IT Strategy Assessment and Planning: Leading the strategic assessment, planning and implementation for a multi-entity healthcare system to scale capabilities and develop strategies for success in the Population Health Management segment of the healthcare market. Assessing current capabilities, competencies and requirements for successful implementation of Population Health Management across multiple entities, multiple markets and multiple states. Working with executive leadership to set requirements for information systems, analytics, data transformation and using big data to drive population health strategies. Designing and implementation of a Population Health Services Organization (PHSO).

IT Assessment and Strategic Planning: Lead client services principle for the assessments of provider IT organizations within multi-facility healthcare systems and integrated health networks. Directed the overall operational assessments and redesign/reorganization of the IT departments including areas of: governance, operations, system identification and selection strategies, strategic planning, communication, and service delivery. Applied a consistent approach to IT assessments, including comparisons to industry standards of practice and performance. Worked with client organizations to develop and implement detailed plans of action to improve overall IT organizational performance, efficiencies and service delivery unique to large, multi-facility healthcare organizations. Facilitated the development and implementation of IT Strategic Plans integrated with the overall organizational strategies.

IT Governance Design and Implementation: Lead client services principle for the design and implementation of a new IT Governance structure in a multi-hospital IDN. Worked with the senior level corporate design team to develop the principles of IT Governance, define the role of IT Governance in the enterprise and design the IT Governance structure. Facilitated the implementation and roll-out of the new IT Governance program and structure, including developing and facilitating an organization wide kick-off, operationalizing and transitioning to internal leaders, the IT Governance. Incorporated integration with the enterprise Board of Directors.

Organizational Requirements Definition and Strategic Planning for Innovative Health Services Provider: Subject matter expert for organizational strategic planning and organizational requirements definition for population health management service provider for senior care. Provided deep subject matter expertise in organizational requirements definition, market segmentation, data analytics requirements, information technology requirements and competencies requirements for the company's transition into larger markets across the nation.

Innovative PHO (Physician Hospital Organization) Transformation to "Market Leader:" Led the team working with a healthcare physician services organization in their transformation from operating as a "start-up" company to a service oriented, fast paced, service delivery organization. Worked with the CEO, COO, CFO, CMO and CMIO in developing the "future state culture" vision, designing and implementing the plan to achieve the vision, and developing the directors and managers in the organization to deliver on the vision. Additionally, led the workstream to redesign the organizational structure to meet future demands and redesigned business and operating processes to deliver services to physician clients.

Interim COO, Healthcare Ambulatory Clinic Start-Up: Served as the interim COO and co-clinical lead for an innovative healthcare ambulatory clinic start-up working with Walmart stores in Houston, Texas. Provided operational direction and developed the comprehensive operating model for the organization's clinics in five Houston, Texas Walmart sites. Collaborated with the CEO and CMO on service models, facility design and organizational effectiveness.

Surgical Services Innovative Team Design: Lead client services director and program manager for the design of innovative teams in the neurosurgical sub-specialties for a major academic, level I trauma center. Worked with the CEO, COO, Director of Neurosurgical services, Medical Director of Neurosurgical Services and the Clinical Nurse Specialist/Manager to define the goals/objectives of the innovative team design. Worked with an innovation team (consisting of RNs, MDs, residents and facility) to identify key success factors, innovative team competencies, team composition, educational requirements and the implementation plan/timeline.

EMPLOYERS:

Hutchison Healthcare Consulting
President/CEO
March 2004 – Present

Maestro Strategies
Managing Director, Clinical Transformation
August 2005 – Present

Gelb Consulting, an Endeavor Management Company
Senior Advisor
July 2013 – June 2014

MediStore
Chief Technology Officer and Co-Founder
July 2003 – February 2004

Deloitte Consulting
Partner in the Health Care Consulting practice 1998 – 2003
Various staff positions within Deloitte Consulting Health Care practice 1992 – 1998

Montelepre Extended Care Hospital
Assistant Administrator, Patient Care Services 1991 - 1992

Humana, Inc.
Associate Executive Director – Patient Services 1988 - 1991
Assistant Director/Nursing 1980 - 1988
Various nursing and nursing management positions

REPRESENTATIVE CLIENTS:

- ProHealth Care, Waukesha, WI
- Queens Health System, Honolulu, HI
- Desert Radiology LLP, Las Vegas, NV
- SCL Health, Denver, CO
- CHRISTUS Health, Irvine, TX
- InnovAge, Denver, CO
- Memorial Hermann Health System, Houston, TX
- Community Health Systems, Franklin, TN
- Vanderbilt University Medical Center, Nashville, TN
- LifePoint Health System, Brentwood, TN
- St. Charles Health System, Bend, OR
- Memorial Hermann Medical Group, Houston, TX
- PeaceHealth, Vancouver, WA
- PerfectServe, Knoxville, TN
- Central Georgia Health System, Macon, GA
- Froedtert Health System and Medical College of Wisconsin, Milwaukee, WI
- Samaritan Health Services, Corvallis, OR
- Mountain States Health Alliance, Johnson City, TN

- Columbus Regional Health System, Columbus, GA
- Baptist Health System, Montgomery, AL
- University of Alabama at Birmingham (UAB) Health System, Birmingham, AL
- Abramson Center for Family Medicine, Houston, TX
- The Methodist Hospital, Houston, TX
- University of California Davis Health System, Sacramento, CA
- Menninger Clinic, Houston, TX
- Baylor College of Medicine, Houston, TX
- University of Houston, Houston, TX
- Ochsner Foundation, New Orleans, LA
- Labette Health, Parson, KS

EDUCATION:

Master of Business Administration,
University of Houston (Clear Lake Campus)
Houston, Texas (1988)

Bachelor of Science in Nursing,
Kansas University
Lawrence, Kansas (1978)

BOARD POSTITIONS:

Texas A&M – Texarkana
Program Advisory Board Member
Women in Leadership Certificate Program
December 2022 - Present

Spectrum Health Products
Position: Advisory Board Member
November 2018 – December 2021

Synthesi Institute, a Texas Non-Profit Corporation
Position: Secretary of the Corporation
May 2018 - present

SELECT PUBLICATIONS/ PRESENTATIONS:

Arlotto, Irby, et al; "*Rethinking ROI: The Challenge of Accountable Meaningful Use*" HIMSS, 2011. Contributing author.

Arlotto, Birch, Crockett, Irby; *"Beyond Return on Investment: Expanding the Value of Healthcare Information Technology,"* HIMSS, 2009

Keynote Speaker; *"Clinical Informatics' Role in Designing a Collaborative Approach to Cancer Care."* Jornadas Nacionales De Experiencias en Gestión Clínica, Barcelona, Spain, March, 2009.

"Healthcare Operations" Rice University, Jones School, Healthcare/Biotech Symposium, January 2003, Houston, Texas. A one hour presentation/panel discussion on operations within the provider segment of healthcare in today's complex environment.

"E Healthcare Consumer," Healthcare Interactive 2000, June 2000, Houston, Texas. A one hour presentation on the emergence of E-business and the consumer in health care, the impact on healthcare organizations and future opportunities.

Melanie Bollig

From: Stephens Mundy
Sent: Monday, January 9, 2023 10:51 AM
To: BOCC
Cc:
Subject: Gunnison Valley Health

[EXTERNAL SENDER - USE CAUTION]

Good morning!

Please accept this email as expression of my interest in serving as a Trustee of GVH.

I am a resident of the Town of Crested Butte.

I have over 30 years of experience in Healthcare. I have a Masters in Healthcare Administration. I was a Hospital CEO in WV and NY. Most recently I served as President and CEO of Champlain Valley Medical Center and Alice Hyde Medical Center in Northern NY. We also had oversight on Elizabethtown Hospital, a Critical Access Hospital.

Thank you for your willingness to review my interest in serving our community.

Stephens Mundy

Crested Butte, Colorado 81224

Change happens at the speed of trust!

Melanie Bollig

From: noreply@civicplus.com
Sent: Tuesday, January 10, 2023 8:25 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Gunnison Valley Hospital Board of Trustees
First and Last Name	Polly Oberosler
Address	
City	Gunnison
Phone	
Email Address	
Why would you like to serve on this Board or Commission?	I have been on the board before and found it to be incredibly gratifying. Making a difference in these communities is important to me as a native to the area. I think it is vital to have a "local" on the board who knows the issues of the community from a historical perspective.
Additional Comments	I was born and raised in Gunnison County and have served on several boards locally. I have lived over much of this area including 30 years in Crested Butte and 20 years on the south end of the county as well as in Gunnison and Almont. My former contributions to the board were being the catalyst for more comprehensive mental health programs and a push to keep the health care system local and personal. I served on the Quality and Outcomes committee and am happy to fill that role again.

Melanie Bollig

From: noreply@civicplus.com
Sent: Friday, December 9, 2022 2:13 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Tourism & Prosperity Partnership
First and Last Name	Jennifer Barvitski
Address	
City	Gunnison
Phone	
Email Address	
Why would you like to serve on this Board or Commission?	I would like to continue my commitment to our Community & the TAPP Board. I add diversity to the Board: my age, my profession, business owner, parent, diverse background coming from TX and college at Vanderbilt, and my recent experience being on the Board has great value.
Additional Comments	*Field not completed.*

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Melanie Bollig

From: noreply@civicplus.com
Sent: Monday, December 5, 2022 8:29 AM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Completed

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Tourism & Prosperity Partnership
First and Last Name	Kelly Osness
Address	
City	Gunnison
Phone	
Email Address	
Why would you like to serve on this Board or Commission?	This would be my second full term to serve. There have been many controversial happenings as well as many important decisions made during my last term. I want to keep the momentum going. I believe that it is very important to represent the south valley businesses, as well as another female voice on the board. I have been active on mentoring start ups and other small businesses going through the ICELab. I think that it is important to help others starting up, as we have had so much mentoring at Treads n Threads over the years. I believe in their mission and vision and I believe that I can continue to make a difference in this valley by serving on this board.
Additional Comments	*Field not completed.*

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Melanie Bollig

From: noreply@civicplus.com
Sent: Thursday, January 5, 2023 11:15 AM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Tourism & Prosperity Partnership
First and Last Name	Erica Rasmussen
Address	
City	Gunnison
Phone	
Email Address	
Why would you like to serve on this Board or Commission?	I would like to remain on the TAPP board to serve as a catalyst for continued evolution of a critical organization in our community. I moved to the valley in 2010 to work for the Tourism Association and have a very solid background of tourism marketing in our community from both that experience, and through serving on and leading CBMR's marketing team for a number of years. Furthermore, I am actively engaged in the community and have a solid understanding of the landscape of tourism and economic development needs, wants and impacts. Furthermore, I have served on the TAPP board for about two years and three months, with two years on the TAPP Executive Committee as Secretary/Treasurer. There is a lot of opportunity for this organization to maintain excellence in key areas and paralleled potential to evolve as any effective organization can and should. I bring a unique, informed, energetic and passionate perspective to the board!

Thank you for your consideration!

Additional Comments

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Melanie Bollig

From: noreply@civicplus.com
Sent: Tuesday, December 27, 2022 2:23 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Tourism & Prosperity Partnership
First and Last Name	Bill Miller
Address	
City	Crested Butte
Phone	
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I live full-time in the town of CB and I care deeply about Crested Butte and Gunnison County. I have considerable experience in marketing and business as a founder/owner of a successful financial firm. I am also active in a number of outdoor activities including resort, b/c and nordic skiing in the winter and mountain biking and hiking in the summer.
Additional Comments	*Field not completed.*

Email not displaying correctly? View it in your browser.

January 9, 2023

Gunnison County Administration Office
200 East Virginia Avenue
Gunnison CO, 81230
RE: Open Board Position – Tourism and Prosperity Partnership

Dear Gunnison County Commissioners;

I would like to share my interest in being considered for an open board member position currently listed for the Tourism and Prosperity Partnership Board on the Boards & Commission page of the Gunnison County website.

To actively engage as a board member on the TAPP board would enhance the communication and collaboration of our organizations, strengthening our valley efforts concerning tourism and economic development. My current position with the Gunnison Country Chamber of Commerce will help to add a broader perspective to valley conversation and planning as well as grow the information that the chamber can bring to the business community in a timely and effective manner.

During my five years of leadership with the Gunnison Country Chamber of Commerce and Visitor Center, I have grown my personal understanding of state, regional and local efforts, accomplishments and challenges regarding tourism and economic health. Becoming a member of this board would allow sharing of my experiences, connections and perspective gained through the many meetings and contacts made on various levels.

I hope to bring the absolute best to an appointment on the TAPP board for the overall health and well-being of Gunnison County.

Sincerely,

Celeste Helminski

Celeste Helminski

Melanie Bollig

From: noreply@civicplus.com
Sent: Friday, January 13, 2023 12:09 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Tourism & Prosperity Partnership
First and Last Name	Kendal Rota
Address	
City	Gunnison
Phone	
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	Our family's business relies on the success of tourism in the Gunnison Valley. I believe it is my responsibility to help in anyway that I can to make that success happen. I am newer to the community so I am trying to be involved and develop relationships by working together for a common goal.
Additional Comments	I have submitted a letter via email on 1/13/23 to bocc@gunnisoncouty.org. Please let me know if you didi not receive it. Thank you Kendal

Email not displaying correctly? View it in your browser.

Gunnison County Commissioners,

My name is Kendal Rota and I am interested in the position of board member for the Tourism and Prosperity Partnership (TAPP).

My husband Joe and I moved with our 3 children to Gunnison Valley in October 2020. We purchased the Sapinero Village Campground on Blue Mesa and have been busy updating and improving the property since. We created a community Lodge in the old bar to provide a gathering place for the few families that live around the lake full time and the many visitors we have during the summer.

This concept is what I am about. I am passionate about being involved in our community and strive to do whatever I can to sustain, improve and share it with others. I believe in building relationships with people and can be the Commissioners' "boots on the ground" person who has daily contact with the people who come to visit our area. I make it a point to greet our guests. Learning where they are from, why they are here and what kinds of things they are interested in, I can suggest other amazing things they would enjoy doing here. When we moved to the Gunnison Valley, I went all around from Arrowhead to Crested Butte Mountain to learn about what the Valley has to offer my family and all the guests we would have the honor of hosting. I have a true interest in what is going on all around me, not just what is in front of me – which I have to say is spectacular! I feel blessed every day to look out of my window at Blue Mesa and the Sleeping Ouray mountain range.

I have held executive positions with other organizations such as the Colorado Springs Dental Hygienists Board, Pikes Peak Christian School PTA and am currently a board member for the Gunnison Chamber of Commerce. I will be a dedicated member of the TAPP board and look forward to working with the other members to promote and keep strong the ideas they have put into place, as well as bring new ideas to fruition.

Thank you so much for your time and consideration. Please contact me if you need any further information.

Sincerely,

Kendal Rota

Kendal Rota

Jan. 12, 2023

To Gunnison Board of County Commissioners:

This letter is my formal request to be reappointed to my current position on the Gunnison County Library Board. I moved to Gunnison County in 2004 when I started working at Western Colorado University as a Professor of Economics specializing in statistics, natural resource economics and game theory. I believe strongly in giving back to my community and have been an active volunteer with Tenderfoot Child and Family Development Center (board member 2005-2020) and the Girl Scouts (troop leader 2008-2020).

I have been an active member of the Library Board since July 2018. I started as the Treasurer and then became the Board President in July 2021. During my time on the Board, amazing changes have occurred within the Library district. Besides overseeing the operations of the library district, the Board directed the discussion of finding the best location for a new library to be built. Once the Van Tuyl location was selected, the Board focus shifted to funding options. In 2019, Gunnison County voters approved the funding source for the new library and the planning and designing of the new library commenced. The Board worked with the Executive Director and held numerous meetings to build the best library possible, which opened in October, 2022.

In addition, I have worked with the Board to support the library to have respectful community conversations surrounding which materials belong in our public library. These conversations are a wonderful opportunity to engage in civil discussions with diverse viewpoints in this valley. One part of the Board of Trustee Job Description that I find most relevant at this point in Gunnison County is the Code of Ethics. The statement "Support wholly the efforts of librarians in resisting censorship of library materials by groups and individuals" exemplifies the role of each Board member in supporting library professionals and materials selected for our public library.

I have also been part of a subgroup of board members that have worked directly with our lawyer on the lawsuit concerning whether a Request to Reconsider form is a type of user record and therefore granted privacy rights per Colorado Library Law statues. During the hours of discussion, we have always centered our decisions on what is best for all Gunnison County citizens and their public library.

Over the past 4 ½ years I have loved volunteering my time on this Board and I would like to continue this important work.

Thank you for your consideration of me to continue on Gunnison County library board.

Sincerely,

Sally Hays

Sally Hays, PhD

Gunnison, Colorado 81230

Melanie Bollig

From:
Sent: Monday, December 19, 2022 1:05 PM
To: BOCC
Subject: Library Board of Trustees
Attachments: Susan Wold Independent Director 9 2022.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Dear BOCC~

I am writing in order to be considered for one of the open positions on the Library Board of Trustees. I am a full time resident of Almont, CO, and am passionate about library services. My observation is that public libraries help build healthy communities. Libraries serve multiple functions going beyond the lending of books and materials. Public libraries are socially responsive institutions, inclusive places serving diverse populations and a lifeline to many. All of this while balancing community needs and visitor requests with strained library funding.

I currently serve on a financial services board as an independent board member—I was selected for this position in part for my expertise in ethics and governance, along with my willingness to continue to learn and grow. I am also on an advisory board for a FinTech/Consulting company, a position I was selected for because of my legal, risk and compliance background.

Whether or not I am selected to move forward in the search for Trustees for the library I will continue to support our local libraries and our community. I attached a short CV in case the BOCC was interested in additional details related to my background and work history.

Wishing you a happy holiday season,

Susan K. Wold

Almont, CO 81210

Susan Wold



TARGET: BOARD OF DIRECTORS - FINANCIAL SERVICES INDUSTRY

Expertise In: Risk & Compliance | Legal Ethics & Governance | Global Securities Regulation

Independent Director with 30+ years of experience in financial services. Key board skills include strategic planning; corporate governance and regulatory issues; risk management; senior leadership experience; mergers and acquisitions. Broad corporate expertise in global securities regulations; board governance and reporting; third party oversight; mutual funds, exchange traded funds, and private fund formation and oversight.

Juris Doctor | Independent Director | Diversity, Equity & Inclusion Certification

- **Strong collaborator** who led a diverse array of US and UK governance initiatives, such as developing and implementing a risk program focused on corporate governance and conflicts of interest metrics, reducing the firm's regulatory liability.
- Diplomatically spearheaded efforts to restructure the legal and compliance program into a shared services unit, **reducing costs by 20%.**
- Key member of multi-strategic team responsible for **formulating and driving business strategies** in complex global regulatory environments, including the acquisition and integration of US and UK financial services companies.
- Skillfully navigated corporate governance, regulation, and risk; set strategic direction and **enhanced revenue growth in the global business** setting utilizing broad knowledge of ethics and governance, global securities regulations, risk management principles and practices, and board governance and reporting.

BOARD & PROFESSIONAL LEADERSHIP HIGHLIGHTS

30+ years of corporate board experience, promoting collaborative leadership and defining vision, goals, and strategies to ensure proper governance and oversight. Exercises independent business judgement on behalf of financial services firms, mutual funds, ETFs, and their shareholders with integrity and diligence.

BOARD EXPERIENCE:

- **Versus Capital Advisors | 2022 – Present**
  Independent Mutual Fund Director | Versus Capital Multi-Manager Real Estate Income Fund LLC (VCMIX) and Versus Capital Real Assets Fund (VCRRX)
- **Janus Henderson Funds | 2005 – 2020**
  Board Reporting | Mutual Fund, Exchange Traded Funds, and corporate board reporting experience

AREAS OF EXPERTISE:

Mutual Funds, Exchange Traded Funds and Private Fund formation and oversight ◆ Conflicts of Interest ◆ Global Securities Regulations and Investigations ◆ Cybersecurity ◆ Risk Management ◆ Leadership Development ◆ Crisis Management ◆ ESG Reporting and Engagement ◆ Business Continuity ◆ Policy/Program Development ◆ Compliance Testing ◆ Anti-Money Laundering, FCPA and UK Bribery Act ◆ Mergers and Acquisitions ◆ Vendor Due Diligence ◆ SOX Programs and Public Company Compliance ◆ Fund and Transfer Agency Operations Oversight

PAST PROFESSIONAL POSITIONS:

- **Janus Henderson Investors | 2005- 2020**
  Senior Vice President, Global Ombudsman, and Head of North American Compliance | Tapped for leadership, advancing through progressive management and executive roles, culminating in SVP, Global Ombudsman and Head of North America Compliance. Served as Chief Compliance Officer and Interim Head of Risk; Global Head of Corporate Compliance; AML Officer, Chair of Conflicts of Interest Committee, Chair of Ethics Committee, Chair of AML Committee, and member of the Disclosure Review Committee, Proxy Voting Committee, Data Privacy and Information Protection Committee, and Valuation Committee.
- **National Planning Holdings | 2003 – 2005**
  VP, Deputy General Counsel and Chief Compliance Officer | Led a diverse array of US and UK corporate governance initiatives.
- **American Express /American Express Financial Advisers | 1993 – 2003**
  Vice President and Group Counsel | Key member of multi-strategic teams.

EDUCATION

DIVERSITY, EQUITY & INCLUSION IN THE WORKPLACE CERTIFICATE PROGRAM
University of South Florida, MUMA College of Business

JURIS DOCTORATE
University Of Minnesota, Sturm College of Law

BACHELOR OF ARTS, BUSINESS ADMINISTRATION
Colorado College

POLITICAL SCIENCE EXCHANGE PROGRAM
American University

PROFESSIONAL AFFILIATIONS & COMMITTEES

FREQUENT INDUSTRY SPEAKER

TOPICS: Ethics and Governance ◆ Conflicts of Interest ◆ AML ◆ FCPA and UK Bribery Act ◆ Service Provider Oversight ◆ Trends in arbitration and litigation ◆ Hot Topics in Securities Regulations, Share Class Distinctions, and Transfer Agency Operations

FORUMS: NSCP ◆ Rocky Mountain Securities Conference ◆ ICI ◆ SIFMA ◆ NRS ◆ University of Denver ◆ University of Minnesota

INDUSTRY COMMITTEES

Securities Industry and Futures Market Association (SIFMA) ◆ Asset Management Group Steering Committee Member ◆ Investment Company Institute (ICI) ◆ Chief Compliance Officer Committee ◆ Minnesota Bar Association ◆ Financial Planning Association ◆ Securities Industry Association AML Committee ◆ Chamber of Commerce ◆ Junior Achievement ◆ City Year

Melanie Bollig

From: noreply@civicplus.com
Sent: Saturday, December 31, 2022 9:42 AM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Library Board of Trustees
First and Last Name	Janet Farmer
Address	
City	Crested Butte / Mt. Crested Butte
Phone	
Email Address	
Why would you like to serve on this Board or Commission?	I've been interested in serving on this Board for a number of years, but the timing was never right. I have served 12 years on the Crested Butte Friends of the Library, nine of those as President. I never felt it was appropriate to serve on the district board while I was President. Since I have stepped down as President, there was not really an opening for someone from Crested Butte. I've cared about the importance of libraries for much of my life because of the services they provide a community. At one point I spent six years as an elementary school librarian. While serving on the CBFOL, I have been the driving force behind our Essay Contest for scholarships for high school seniors and our primary fundraisers of wine tastings. While most of my work has been for the Crested Butte Library, I also have supported the Gunnison Library by contributing a significant amount of artwork to the new library. I'm honored to say that there will be a bench placed outside the new library called "Janet's Bench." Thank you for considering me for the Library District Board.

Melanie Bollig

From: noreply@civicplus.com
Sent: Wednesday, January 11, 2023 11:43 AM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Library Board of Trustees
First and Last Name	Matt Feier
Address	
City	Crested Butte
Phone	
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I wish to serve on the Gunnison County Library Board of Trustees, because I've had a life long appreciation for public libraries. I have gained immense amounts of knowledge and hours of enjoyment through the resources of the Gunnison County Libraries (in both Crested Butte and Gunnison, personally and as a family) and I now wish to give back. I am excited to dedicate my time, energy, and experience to the thoughtful governance and betterment of our shared community resource. I have experience in working collaboratively and successfully on multiple community boards including the GVRHA board, the STOR committee, the Gunnison Trails commission, and the CB South POA board. As a project manager for Gunnison County Electric Association, I am well versed in multi-jurisdictional capital development processes. I hope to be able to contribute to the library's upcoming strategic plan vision. And as a north valley resident, I

	believe I may be able to provide a valuable perspective within the current board of trustees.
Additional Comments	I look forward to interviewing for this opportunity. Thank you for your time and consideration.

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Melanie Bollig

From: noreply@civicplus.com
Sent: Monday, January 16, 2023 1:43 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Library Board of Trustees
First and Last Name	Cheryl Crews
Address	
City	Gunnison
Phone	
Email Address	
Why would you like to serve on this Board or Commission?	As a retired English teacher and administrator, I have spent much of life focused on literacy and engaging young adults about the worlds that are opened through reading. It is a passion of mine to support access and use of resources that educate children and adults. Budgets and policy have been part of my experience as an administrator in schools. I have also worked in publishing as an editor and product manager. I am an avid reader. I desire to contribute to my community here in the Gunnison County. Thank you for your consideration.
Additional Comments	*Field not completed.*