

- 1 - Agenda, BOCC meeting Sept 19 2023
- 2 - Board of Health, Harm Reduction Presentation
- 2a - Board of Health, Proclamation - Suicide Prevention Awareness Month
- 2b - Board of Health - Appreciation Presentation - NPS Ranger M Post
- 3 - consent 1 - Alcohol Bev License 26-54026-0000, Black Mesa Lodge
- 3 - consent 2 - Alcohol Bev License 03-10559, Kebler Corner Liquors
- 4 - BOCC Calendar Schedule, Sept 19, 2023
- 4a - Draft, 2024 Gunnison Co Holiday Schedule
- 5 - consent 1 - Temporary Road Use Agreement, GCEA - CR 734
- 5 - consent 2 - Addendum - COBRA
- 5 - consent 3 - MOU, West Region Wildfire Council, Title III Award funds 2016-2022
- 5 - consent 4 - OpenGov End User License Agreement
- 5 - consent 5 - GSA and TSA On-Airport Lease Agreement GS-08P
- 5 - consent 6 - HUD Rent Schedule for Mountain View Apts, eff 11.01.2023
- 5 - consent 7 - MOU, NWCCOG and Crystal River Wild and Scenic
- 5 - consent 8 - CDPHE grant submission for West Central Public Health Partnership staffing
- 5 - consent 9 - Mt CB Community Service Grant Application
- 5 - consent 10 - IGA, Nurse Home Visitor Program, Montrose and Gunnison Counties
- 5 - consent 11 - Temple Hoyne Buell Grant Application - for Parents as Teachers PAT program
- 5 - consent 12 - Temple Hoyne Bell Grant - for Gunnison-Hinsdale Early Childhood Council
- 5 - consent 13 - CDPHE - CDC Infrastructure MultiYear Budget and Work Plan
- 5 - consent 14 - Trade Contractor Agreement, Nunatak Alternative Energy - Sawtooth Solar Array
- 5 - consent 15 - CDOT Subaward Agreement
- 5 - consent 16 - Release of DIA for Tomichi Gravel Pit, Tomichi Materials LLC
- 5 - consent 17 - 3 contracts, Youth Wellness Program Prof Svcs Agreements-Wesley, Johnson, Pinnacle
- 5 - consent 18 - Professional Services Agreement - Rocky Mtn Clinics LLC - Jail-based Behavioral Services
- 6 - Treasurers Reports
- 7c - Vouchers and Transfers Aug 2023 Cash Transfer Report

7d - Vouchers and Transfers - Sales Tax-LMD Reports

8 - Boundary Line Adjustment LUC-23-00022 - Silverjack Subd, Heidi and William Shields

9 - Lot Cluster, LUC-23-0003, Lime Basin - Melody and Gary Danhof

10 - Correspondence - Comment Ltrr to US Dept of Interior, BLM

11 - Funding Request, Marble Jailhouse project

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, September 19, 2023

Page 1 of 3

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

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

- 8:30 am
- Call to Order
 - Substance Use Disorder (SUD) and Harm Reduction
 - Proclamation; Suicide Prevention Awareness Month in the County of Gunnison, Colorado — September 2023
 - Presentation of Appreciation to National Park Service Ranger Melissa Post
 - Adjourn

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

- 9:15 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. Alcohol Beverage License #26-54026-0000; Black Mesa Lodge LLC dba Black Mesa Lodge; 100 Corral Gulch Rd, Gunnison, Colorado; 9/06/2023 - 9/06/2024
 2. Alcohol Beverage License #03-10559; Kebler Corner Liquors LLC dba Kebler Corner Liquors; 30682 County Road 12 Unit A, Somerset, Colorado; 10/02/2023 – 10/02/2024
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 9:16 am
- Call to Order; Agenda Review
 - Scheduling
 1. Draft; 2024 Gunnison County Holiday Schedule
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Acknowledgment of County Manager Signature; Temporary Road Use Agreement; Gunnison County Electric Association to Modify Traffic Flow on a Portion of County Road 734 Slate River Road; 9/12/2023 at 8:00 am until September 14, 2023 at 4:30 pm; Underground Cable Replacement
 2. Acknowledgment of County Manager Signature; Addendum COBRA to the Claim Administration Agreement between Gunnison County (Client) and Imagine360 Administrators, LLC (TPA); 7/1/2023
 3. Approval of Memorandum of Agreement; West Region Wildfire Council; Regarding USDA Secure Rural Schools and Community Self Determination Act, Title III Awards for 2016-2022 Associated with Wildfire Mitigation Activities in Gunnison County, Colorado; Transfer of Title III Funds currently held; \$52,849.81
 4. Acknowledgment of County Manager's Signature; OpenGov End User License Agreement; OpenGov, Inc; for hosted software services; Effective 9/12/2023

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, September 19, 2023

Page 2 of 3

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

5. Approval for General Services Administration (GSA) and Transportation Security Administration (TSA) On-Airport Lease Agreement #GS-08P -LCO00631; for leasing premises in the commercial Terminal Building
6. Approval of U.S. Department of Housing and Urban Development (HUD) Rent Schedule, Low Rent Housing; for Mountain View Apartments; Effective 11/01/2023; 1-bedroom \$806, 2-bedroom \$976
7. Approval for Memorandum of Understanding (MOU) Between Northwest Colorado Council of Governments (NWCCOG) and Crystal River Wild and Scenic Feasibility Collaborative Chairs; to establish roles and responsibilities for NWCCOG to serve as fiscal agent for stakeholder coordination and facilitation for the Crystal River Wild and Scenic Feasibility Collaborative; Effective date of signing
8. Approval for Colorado Department of Public Health & Environment (CDPHE) grant submission; for West Central Public Health Partnership (WCPHP) Project staffing; \$45,000 requested
9. Approval for Mt Crested Butte Community Service Grant application; by Gunnison County Substance Abuse Prevention Project (GCSAPP); for Youth Leadership Programming & Youth Wellness; \$5,000 requested
10. Approval for Intergovernmental Agreement Re: Nurse Home Visitor Program (NHVP); between Montrose and Gunnison Counties; for the provision of NHVP services in Gunnison County, 7/01/2023 - 6/30/2024; payable by Montrose County, up to \$112,000
11. Approval for Temple Hoyne Buell Grant Application; for funding the Parents as Teachers program in Gunnison and Hinsdale County; \$25,000 requested
12. Approval for Temple Hoyne Buell Foundation Grant; Gunnison-Hinsdale Early Childhood Council; for infrastructure and systems building; 9/01/2023 - 8/31/2025; \$60,000/two years
13. Approval for Colorado Department of Public Health and Environment CDC Infrastructure Multi Year Budget and Work Plan; 5-year budget and work plan to include staff retention, education, recruitment, and data modernization; \$368,874
14. Approval for Trade Contractor Agreement; Nunatak Alternative Energy; for Sawtooth solar arrays; 9/05/2023 - 9/01/2024; Not to exceed \$242,744.05
15. Approval for Colorado Department of Transportation (CDOT) Subaward Agreement; Gunnison County Substance Abuse Prevention Program; for programs and services to reduce the number of deaths and serious injuries resulting from traffic crashes on Colorado roads; 10/01/2023 - 9/30/2024; \$123,485.78
16. Approval for Release of Development Improvements Agreement for Tomichi Gravel Pit; Tomichi Materials, LLC; for approved improvements to Tomichi Gravel Pit, 43188 Hwy 50; Effective date of signing
17. Approval for three (3) Youth Wellness Program Professional Services Agreement contract renewals: 1) Erin Wesley; Date of Signing - 8/31/2024; Not to exceed \$4,800; 2) Abby Johnson; Date of Signing - 8/31/2024; Not to exceed \$4,800; and 3) Pinnacle Insight LLC; Date of Signing - 8/31/2024; Not to exceed \$4,800
18. Professional Services Agreement; Gunnison County Sheriff's Department; Rocky Mountain Clinics LLC; for Jail-Based Behavioral Services Program services; 7/01/2023 - 6/30/2026; Not to exceed \$10,000 annually

- County Manager's Report
- Treasurer's Reports

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, September 19, 2023

Page 3 of 3

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

- Vouchers and Transfers:
 1. September 2023 Accounts Payable Report
 2. July 2023 Purchase Card Report
 3. August 2023 Cash Transfer Report
 4. Sales Tax - LMD Reports

- **BREAK**

- 9:30 • Approval of a Boundary Line Adjustment Plat; LUC-23-00022; Lot 13 Silverjack Subdivision, and a part of Balsam Trail, Gunnison, Colorado; Applicants Heidi and William Shields
- 9:35 • Approval of a Lot Cluster; LUC-23-0003; Lime Basin 5 Lode Mining Claim and Lime Basin 6 Lode Mining Claim, Quartz Creek Properties, Gunnison County; Applicants Melody and Gary Danhof
- 9:40 • Correspondence; Comment Letter to the U.S. Department of the Interior, Bureau of Land Management; Regarding Proposed Fluid Mineral Leases and Leasing Process Rule (1004-AE80)
- 9:45 • Funding Request; Marble Jailhouse project
- 9:55 am • Unscheduled Public Comment: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Adjourn

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

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNRVdDemZjdC91aVBIZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

+17193594580,,82753657556#,,,*,471302# US

+16694449171,,82753657556#,,,*,471302# US

Harm Reduction

Reducing drug related fatalities in Gunnison County

What is Harm Reduction?

Harm reduction, or harm minimization, refers to a range of intentional practices and public health policies designed to lessen the negative social and/or physical consequences associated with various human behaviors, both legal and illegal.

Harm reduction is most commonly applied to approaches that reduce adverse consequences from drug use, and harm reduction programs now operate across a range of services and in different regions of the world.

Harm Reduction in our Everyday Lives

- ▶ Seatbelts
- ▶ Condoms
- ▶ Designated drivers
- ▶ Orange clothing while hunting
- ▶ Helmets
- ▶ Personal flotation device (PFD's)
- ▶ The list goes on!

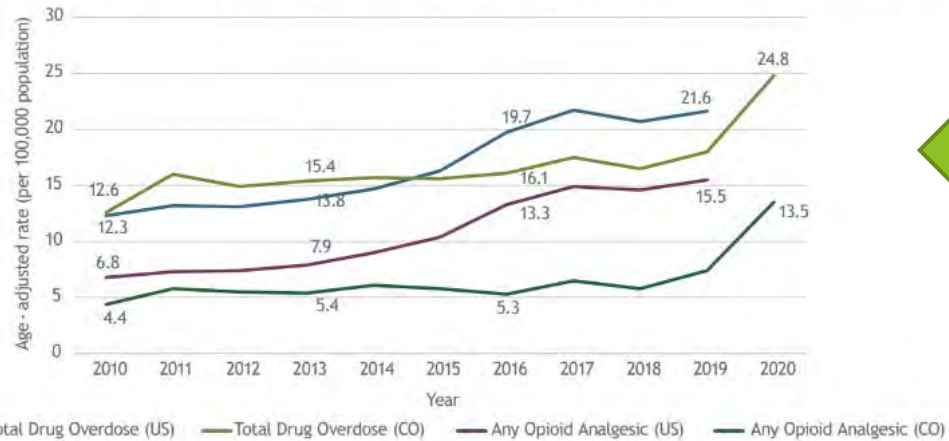
Harm Reduction and Substance Use

“Harm reduction is an evidence-based approach that is critical to engaging with people who use drugs and equipping them with life-saving tools and information to create positive change in their lives and potentially save their lives” – [samhsa.gov](https://www.samhsa.gov)

Harm reduction emphasizes engaging directly with people to prevent overdose and infectious disease transmission; improve physical, mental, and social wellbeing; and offer low barrier options for accessing health care services, including substance use and mental health disorder treatment.

Why is Harm Reduction Important?

Figure 1: Age-adjusted drug overdose death rates (total and any opioid), United States and Colorado residents, 2010-2020.

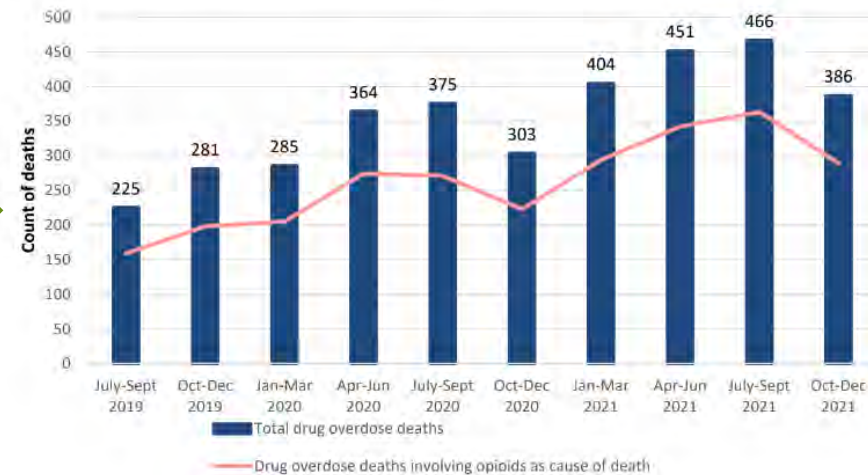


Source: Vital Statistics Program, Colorado Department of Public Health and Environment.

Drug overdose death rates in US and CO from 2010-2020

Zooming in – Total drug overdose deaths and deaths involving opioids in CO, 2019-2021

Figure 1. Total drug overdose deaths (unintentional and undetermined manner) and overdose deaths involving opioids by quarter, Colorado occurrences, July 2019 - December 2021.



Opioids may include prescription opioid analgesics, methadone, heroin, and all forms of fentanyl.
Source: State Unintentional Drug Overdose Reporting System, Colorado Department of Public Health and Environment

What are we currently doing?

- ▶ **MAT services and Peer support through GVH and Front Range Clinic**
- ▶ **Education and Awareness of substance use trends**
- ▶ **Narcan:** (Distribution at Western, CBMR, and various community events)
- ▶ **Medication disposal sites**
- ▶ **Medication lockboxes**
- ▶ **Sharps disposal containers at Gunnison PD**
- ▶ **Fentanyl test strips**
- ▶ **Coasters that test for GHB (roofies)**
- ▶ **Support for Safe Ride**

What are Other Communities Doing?

- ▶ **Chaffee County** partners with a local church to host a weekly Harm Reduction clinic! Elements include:
 - ▶ Syringe exchange program
 - ▶ Community members can exchange their used needles and syringes for sterile ones. This is NOT a safe use site, just an exchange site.
 - ▶ Narcan distribution
 - ▶ On-site access to MAT services
 - ▶ Free dental care
 - ▶ Free food and pet supplies
 - ▶ Other vaccinations offered (i.e. COVID)
 - ▶ Free STI testing
 - ▶ Free showers
 - ▶ Bike exchange program

How could we expand?

- ▶ Harm reduction clinic that could offer:
 - ▶ Syringe exchange services
 - ▶ Narcan Distribution
 - ▶ Easy on-site access to basic needs resources
 - ▶ HIV and Hep C testing and education
- ▶ Narcan Distribution via storage containers and One Box
- ▶ Syringe disposal boxes at businesses throughout the community
 - ▶ Many businesses have expressed interest in mounting syringe disposal boxes on-site to reduce the possibility of an infection due to a used needle.
 - ▶ Also helpful for those who are diabetic.

Next Steps

- ▶ We will continue to listen to community leaders and partners to help meet the needs of community members
- ▶ We will network with similar rural resort communities to learn their practices
- ▶ We will hire a Substance Use Disorder Public Health nurse
- ▶ We will continue to partner with State partners to help our community members live healthy lives and decrease the harms associated with substance misuse.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Proclamation; Suicide Prevention Awareness Month i

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached draft proclamation.

Fiscal Impact: N/A

Submitted by: Katherine Haase for HHS

Submitter's Email Address: khaase@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:

Discharge Date: 9/8/2023

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 9/5/2023



PROCLAMATION

Suicide Prevention Awareness Month in the County of Gunnison, Colorado September 2023

WHEREAS, September 10, 2023 has been designed “World Suicide Prevention Day”, which is recognized internationally and supported by the World Health Organization; and

WHEREAS, suicide is a national and statewide public health problem, and suicide prevention is a national and statewide responsibility; and

WHEREAS, the National Alliance on Mental Illness (NAMI) reports that:

- Suicide is the 12th leading cause of death in the United States, the 2nd leading cause of death among children and teens ages 10-14 and the 3rd leading cause of death among people aged 15-24; and
- Over 90% of the people who die by suicide have experienced symptoms of a diagnosable and treatable mental health condition, although often that condition was not recognized or treated.

WHEREAS, the Centers for Disease Control and Prevention (CDC) reports that suicide rates increased 37% between 2000-2018, decreased 5% between 2018 and 2020, and returned to their peak rate in 2021; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) reports the following additional statistics for the year 2021:

- 48,183 people died (one death every 11 minutes) in the United States by suicide; and
- An estimated 1.7 million adults attempted suicide; and
- Suicide was the 8th leading cause of death in Colorado; and
- Colorado had the 6th highest suicide rating in the United States, equivalent to 1,384 suicide deaths in the state.

WHEREAS, organizations such as the Community Health Coalition of the Gunnison Valley are dedicated to saving lives and bringing hope to those affected by suicide, through research, education, advocacy, and resources for those who have lost someone to suicide or who struggle, and urge that we:

- Recognize suicide as a preventable national and state public health problem and declare suicide prevention to be a priority; and
- Acknowledge that no single suicide prevention program or effort will be appropriate for all populations or communities; and
- Address the disparity in access to mental healthcare for underserved and underrepresented groups, and advocate for ending these disparities; and
- Fund new suicide research to support culturally-informed and evidence-based mental health care and services; and
- Encourage initiatives based on the goals contained in the Colorado-National Collaborative for Suicide Prevention; and
- Promote awareness that there is no single cause for suicide, and that suicide most often occurs when stressors exceed the coping abilities of someone struggling with a mental health condition; and
- Develop and implement strategies to improve and increase access to quality mental health, substance abuse, and suicide prevention services and programs; and
- Continue advocacy to ensure we can reimagine a comprehensive suicide, mental health, and substance use crisis response system that builds on the historic new 988 number for the Suicide and Crisis Lifeline.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Gunnison County, Colorado by virtue of the authority vested in us by the State of Colorado do hereby proclaim:

Suicide Prevention Awareness Month in the County of Gunnison, Colorado September 2023

INTRODUCED and approved this 19th day of September, 2023 by the Board of County Commissioners of Gunnison County, Colorado.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY, COLORADO

Attest:

Jonathan Houck, Chairperson

Melanie Bollig,
Deputy County Clerk

Liz Smith, Commissioner

Laura Daniels, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Presentation of Appreciation to National Park Serv

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Certificate of Appreciation to NPS Ranger Melissa Post

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Board of Health recognition of NPS Ranger Melissa Post for her service as Deputy Incident Commander during the pandemic

Fiscal Impact: 0

Submitted by: Scott Morrill

Submitter's Email Address: smorrill@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☐

Required

☒

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐

No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/12/2023

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 9/19/2023

Verbiage for the certificate to Melissa Post from the Gunnison County Board of Health:

The Gunnison County Board of Health recognizes NPS Ranger Melissa Post for her selfless and invaluable contribution as Deputy Incident Commander to Gunnison County's response efforts to the COVID-19 Pandemic. Your assistance made an incalculable difference.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #26-54026-0000; Black Mes

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Renewal for Black Mesa Lodge LLC dba Black Mesa Lodge

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 9/12/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/12/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/12/2023

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 9/19/2023



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 #26-54026-0000

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

BLACK MESA LODGE LLC DBA BLACK MESA LODGE

100 CORRAL GULCH RD

GUNNISON, COLORADO 81230

Fee \$100.00

Effective Dates: 09.06.2023 – 09.06.2024

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 9-6-2023

Gunnison County Clerk

Date

Board of County Commissioners Date

Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**BLACK MESA LODGE LLC
dba BLACK MESA LODGE
100 CORRAL GULCH RD
Gunnison CO 81230**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 26-54026-0000	License Expires at Midnight September 06, 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. 9/7/2023 AB

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

Submit to Local Licensing Authority

**BLACK MESA LODGE
PO BOX 132
Crawford CO 81415**

received
7-26-23
kg

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 -

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.

Colorado Beer and Wine License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name BLACK MESA LODGE LLC		Doing Business As Name (DBA) BLACK MESA LODGE	
Liquor License # 26-54026-0000	License Type Hotel & Restaurant (county)		
Sales Tax License Number 26540260000	Expiration Date 09/06/2023	Due Date 07/23/2023	
Business Address 100 CORRAL GULCH RD Gunnison CO 81230		Phone Number 9705960390	
Mailing Address PO BOX 132 Crawford CO 81415		Email Tom 6972@m5n.com	
Operating Manager Tom McLeod	Date of Birth 4-23-53	Home Address 706-1550 Rd, Delta, CO 81414	Phone Number 970-596-0390
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 <i>Tom McLeod</i>	Title <i>owner</i>
Signature <i>Tom McLeod</i>	Date <i>7-24-23</i>

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 <i>Gunnison County</i>		Date <i>7-26-2023</i>
Signature <i>Patricia Simillion</i>	Title <i>County Clerk</i>	Attest <i>Doug Williams</i>

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-10559; Kebler Corner

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 Kebler Corner Liquors LLC

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 9/1/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/1/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/8/2023

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 9/19/2023



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 #03-10559

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

KEBLER CORNER LIQUORS LLC DBA KEBLER CORNER LIQUORS

30682 COUNTY ROAD 12 UNIT A
SOMERSET, COLORADO 81434

Fee \$100.00

Effective Dates: 10.02.2023 - 10.02.2024

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 8-31-2023

Gunnison County Clerk

Date

Board of County Commissioners Date

Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**KEBLER CORNER LIQUORS LLC
dba KEBLER CORNER LIQUORS
30682 COUNTY ROAD 12 UNIT A
Somerset CO 81434**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-10559	License Expires at Midnight October 02, 2024
License Type LIQUOR STORE (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 8/30/2023 MH

Michelle Stone-Principato

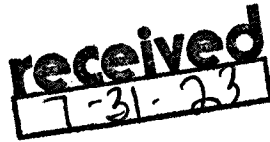
Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

Submit to Local Licensing Authority

KEBLER CORNER LIQUORS
30682 COUNTY ROAD 12 UNIT A
Somerset CO 81434



Fees Due	
Renewal Fee	362.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$362.50

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

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name KEBLER CORNER LIQUORS LLC			Doing Business As Name (DBA) KEBLER CORNER LIQUORS		
Liquor License # 03-10559		License Type Liquor Store (county)			
Sales Tax License Number 34556329			Expiration Date 10/02/2023		Due Date 08/18/2023
Business Address 30682 COUNTY ROAD 12 UNIT A Somerset CO 81434					Phone Number 9704714485
Mailing Address 30682 COUNTY ROAD 12 UNIT A Somerset CO 81434					Email emily@keblercorner.com
Operating Manager Emily Struth	Date of Birth 6/8/77	Home Address 30682 CR 12, Somerset, CO 81434			Phone Number 970-929-5029
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 <i>Emily St Ruth</i>		Title <i>owner</i>
Signature <i>Emily St Ruth</i>		Date <i>7/25/23</i>
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 <i>Gunnison County</i>		Date <i>7-31-2023</i>
Signature <i>Kathy Simillion</i>	Title <i>County Clerk</i>	Attest <i>Rob P. Pude</i>

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

September 19 – October 17, 2023
(as of 9/15/2023)

Board of County Commissioners

1. [BOCC Regular Meeting](#)

September 19, 2023, All Day @ BOCC Boardroom

[More Details](#)

2. [BOCC Work Session](#)

September 26, 2023, All Day @ BOCC Boardroom

[More Details](#)

3. [BOCC Regular Meeting](#)

October 3, 2023, All Day @ BOCC Boardroom

[More Details](#)

4. [Mayors & Managers Meeting - Hosted by Gunnison County](#)

October 5, 2023, 12:00 PM - 1:30 PM

[More Details](#)

5. [BOCC Work Session](#)

October 10, 2023, All Day @ BOCC Boardroom

[More Details](#)

6. [BOCC Regular Meeting](#)

October 17, 2023, All Day @ BOCC Boardroom

[More Details](#)

Gunnison-Hinsdale Board of Human Services

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

October 17, 2023, All Day @ BOCC Board Room

[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft 2024 Gunnison County Holiday Schedule

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached draft for BOCC consideration.

Fiscal Impact: N/A

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☐

Required

☒

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐

No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/8/2023

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: Scheduling

Agenda Date: 9/19/2023



2024 Holiday Schedule

Monday	January 1 st	New Year's Day
Monday	January 15 th	Martin Luther King, Jr.'s Birthday
Monday	February 19 th	Washington's Birthday
Monday	May 27 th	Memorial Day
Wednesday	June 19 th	Juneteenth
Thursday	July 4 th	Independence Day
Monday	September 2 nd	Labor Day
Monday	November 11 th	Veterans' Day
Thursday	November 28 th	Thanksgiving Day
Friday	November 29 th	Business Day after Thanksgiving
Tuesday	December 24 th	Christmas Eve
Wednesday	December 25 th	Christmas Day

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Tempor

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: GCEA

Term Begins:

Term Ends:

Grant Contract #:

Summary:

GCEA has requested the ability to close CR 734 "Slate River" in order to replace a failing in ground power cable that supplies power to the Pittsburg area. Due to the location of the line, and required equipment, there is no room for one-way traffic.

Fiscal Impact:

Submitted by: MARTIN SCHMIDT

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 9/1/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/1/2023

Certificate of Insurance Required

Yes ☒

No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/8/2023

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 9/19/2023

TEMPORARY ROAD USE AGREEMENT

THIS TEMPORARY ROAD USE AGREEMENT (hereinafter "Agreement") is made and entered into on this 28 day of August, 2023, by and between Gunnison County Electric Association, whose address is 37250 West Highway 50, Gunnison, Colorado 81230 (hereinafter "name of event") and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (hereinafter "Gunnison County").

FOR AND IN CONSIDERATION of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. GRANT OF PERMISSION TO USE.

Gunnison County grants to the Gunnison County Electric Association temporary permission to modify traffic flow on a portion of County Road 734 Slate River Rd. ("name of road") (the "Property") only as set forth herein.

2. TERM OF USE.

Gunnison County Electric Association shall temporarily modify the flow of traffic on a portion of County Road 734 Slate River Rd ("name of road"), September 12 (date), 2023 at 8:00 a.m. for all use and will re-open at 4:30 p.m. on September 14 (date), 2023.

3. ("Name of Event") USE LIMITED.

Gunnison County Electric Association use of County Road 734 Slate River Rd. (name of road) shall be for and limited to a single special event for the benefit of the public, specifically limited to use of the Property for a Underground Cable Replacement (event description) special event in accordance with previous historical use of the Property for such event.

4. OBLIGATIONS OF THE RESPECTIVE PARTIES.

a. Gunnison County Electric Association shall ensure the safe use of County Road 734 Slate River Rd. ("name of road") from mile marker 6 to the town site of Pittsburgh (description of section) to all vehicle traffic, with the exception of Gunnison County personnel, emergency vehicles, law enforcement, and contractor traffic for the set-up, conduct and clean-up of the Underground Cable Replacement (event description) special event.

b. GOVERNMENT IMMUNITY. The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees.

c. Gunnison County Electric Association shall ensure that Gunnison County is named as an additional insured with limits no less than:

Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00).

Gunnison County Electric Association shall furnish to Gunnison County current certificates of such insurance to Gunnison County no later than September 11 (date), 2023.

Nothing in this Agreement, including but not limited to the required or the existence of the insurance required hereunder is or shall be deemed a waiver by Gunnison County Electric Association or Gunnison County of any defense or claim of sovereign immunity, nor a waiver of any other provision of law relating to the liability of governmental units or the limits thereof.

This provision 4.c. shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage caused or occurring prior to such termination.

d. Gunnison County Electric Association shall be responsible for, and shall promptly pay to Gunnison County, all reasonable costs to repair any damage to County Road 734 Slate River Rd. ("name of road") caused by their use of the Property under this Agreement.

e. Gunnison County Electric Association will need to keep emergency access routes open through Butte Avenue and keep an emergency access route down County Road 734 Slate River Rd. ("name of road").

f. Gunnison County Electric Association will be responsible for communicating with residents at least 24 hours in advance of the scheduled event for access needs they have during the prescribed period. Gunnison County Electric Association will notify the lessees of the ranches that could possibly have animals in the pastures along County Road 734 Slate River Rd. ("name of road").

g. Should any damage happen to adjacent fences, Gunnison County Electric Association will be responsible for fixing the damage.

5. NON-WAIVER.

No covenant or condition of this Agreement may be waived except by the written consent of the parties hereto. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the term or condition to be performed by the other party to which the same may apply, and, until complete performance of said term or condition, the parties shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

6. NOTICES.

Service of all notices under this Agreement shall be sufficient if sent via hand delivery or certified registered mail as follows:

Gunnison County Electric Association:
Gunnison County Electric
P.O. Box 180
Gunnison, CO 81230

Gunnison County:
Board of County Commissioners
of the County of Gunnison, Colorado
c/o County Manager
200 East Virginia Avenue
Gunnison, CO 81230

7. SEVERABILITY.

In the event any term, condition or provision contained in this Agreement is held by any court of competent jurisdiction to be invalid, the invalidity of such term, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of such term, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this Agreement, then at the option of such party, this Agreement may be declared to be terminated.

8. GOVERNING LAW - BINDING AGREEMENT.

This Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

9. INDEMNIFICATION

Gunnison County Electric Association agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Gunnison County Electric Association or its employees, participants, spectators, vendors or agents in connection with this Agreement. This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination or

expiration.

10. ENTIRE AGREEMENT.

This instrument constitutes the entire Agreement between Gunnison County and Gunnison County Electric Association, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

11. VENUE.

Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of Gunnison and State of Colorado.

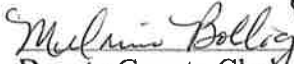
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

By: John Stoeber 
"Rep name" Chief Operations Officer

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: 
Matthew Birnie, County Manager

ATTEST:


Deputy County Clerk



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Addend

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached was signed and distributed on 9/7/2023. Imagine360 changed their COBRA vendor to UnifyHR, which necessitated this document change.

Fiscal Impact: N/A

Submitted by: Katherine Haase for HR

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 9/12/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/12/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/12/2023

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 9/19/2023

ADDENDUM

COBRA

to the Claims Administration Agreement
between GUNNISON COUNTY (Client)
and IMAGINE360 ADMINISTRATORS, LLC (TPA)

This Claims Administration Agreement Addendum is entered into this **1st** day of **July** 2023, by and between **Gunnison County**, a **Colorado** corporation (the "Client"), and Imagine360 Administrators, LLC, a Texas corporation (the "Claims Administrator").

Therefore, by signing this Claims Administration Agreement Addendum, the Client authorizes TPA to follow the terms and conditions set forth in said Agreement and any Addendum to it.

Client requests that Claims Administrator, or its designee, provide certain services in compliance with the requirements of the Consolidated Budget Reconciliation Act ("COBRA" or the "Act"), as amended, and all related regulations with respect to Client's COBRA obligations for its group health plans, consumer driven health plans, and other employer-sponsored health benefits, as applicable and in consideration of the following:

DUTIES AND RESPONSIBILITIES OF CLIENT

- A. Notify Claims Administrator, in writing, of all Plan Members eligible under the Plan.
- B. Notify Claims Administrator of certain qualifying events, in writing, within thirty (30) days of the occurrence of a qualifying event, including but not limited to a covered employee's end of employment, a covered employee's reduction of hours of employment, death of a covered employee, commencement of a proceeding in bankruptcy with respect to the employer, or the covered employee becoming entitled to Medicare benefits (under Part A, Part B, or both) ("Qualifying Event"). Said notice shall contain sufficient information to satisfy the requirements as set forth in the Act.
- C. Forward any necessary information and/or documentation to Claims Administrator applicable to a Plan Member and a Qualifying Event.
- D. Assist Claims Administrator in obtaining any necessary information and/or documentation applicable to a Plan Member.
- E. Notify Claims Administrator of any Plan Member address change.
- F. If applicable, forward all necessary COBRA premiums.
- G. Report any deficiencies or unmet requirements to the IRS on Form 4980(b).
- H. From time to time, additional notices may be required by federal or Minnesota law. Client is responsible for providing these additional notices. Claims Administrator may provide the notices for an additional fee to be determined.

DUTIES AND RESPONSIBILITIES OF CLAIMS ADMINISTRATOR

- A. Upon receipt of complete eligibility documentation, Claims Administrator shall provide each Plan Member with written initial notice of his or her continuation coverage rights under the Plan.

- B. Following notice of a Qualifying Event, Claims Administrator will notify all Qualified Beneficiaries of continuation coverage rights and premium amounts.
- C. Claims Administrator shall receive elections and premiums from Qualified Beneficiaries, track all premium payments received, and provide telephonic assistance for inquiries on COBRA benefits.
- D. Claims Administrator shall notify Qualified Beneficiaries of rate changes, the unavailability of COBRA, and COBRA termination.
- E. Claims Administrator shall provide self-service access to Client for vendor eligibility. Reporting for vendor eligibility shall be available only upon request of Client for additional agreed upon fee.
- F. In the event of premium payment shortfall, Claims Administrator shall notify Qualified Beneficiary of the deficiency and allow for a thirty (30) day grace period prior to termination. Claims Administrator may process for payment any claims that are received during the grace period. Any termination of the Qualified Beneficiary shall be retroactive to the last date full premium payment was received by Claims Administrator.

COMPENSATION

- A. Claims Administrator shall retain two percent (2%) of the applicable premium of those who elect and pay COBRA.
- B. Claims Administrator shall be authorized to deduct the administration fees designated in Article VI of the Claims Administration Agreement for each month from the Client Account.
- C. The fee structure shall be renewed annually and revised to be mutually acceptable to both Parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on their behalf by the duly authorized signatures on the 1st day of July 2023.

Gunnison County

By: _____

Printed Name: _____

Title: _____

Date: _____


Matthew Birnie
County Manager
9/7/2023

Imagine360 Administrators, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval of Memorandum of Agreement; West Region W

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and West Region Wildfire Council

Term Begins: NA

Term Ends:

Grant Contract #:

Summary:

Annual transfer of Title III funds to West Region Wildfire Council. FY 2022 amount is \$52,849.31

Fiscal Impact:

Submitted by: Scott Morrill

Submitter's Email Address: smorrill@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 8/18/2023

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 8/18/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 8/18/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/12/2023



Consent Agenda



Regular Agenda



Worksession

Time Allotted: 0

Agenda Date: 9/19/2023

MEMORANDUM OF AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF
GUNNISON, COLORADO AND THE WEST REGION WILDFIRE COUNCIL
REGARDING U.S.D.A. SECURE RURAL SCHOOLS AND COMMUNITY SELF-
DETERMINATION ACT, TITLE III AWARDS FOR 2016-2022 ASSOCIATED WITH
WILDFIRE MITIGATION ACTIVITIES IN GUNNISON COUNTY, COLORADO

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into on the ____ day of _____, 2023, between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and West Region Wildfire Council, a Colorado non-profit corporation, whose address is 160 South Amelia Street Ridgway, CO 81432.

A. RECITALS.

Pursuant to Title III of the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, participating counties may receive and utilize funds for certain fire mitigation activities.

In 2015 Gunnison County was authorized to receive Title III funds in the amount of \$78,145.70 and in 2016 received those funds. In 2016 Gunnison County was authorized to receive Title III funds in the amount of \$71,836.33 and received those funds in 2017. In 2017 Gunnison County was authorized to receive Title III funds in the amount of \$61,184.54 and received those funds in 2018. In 2018 Gunnison County was authorized to receive Title III funds in the amount of \$60,578.71 and received those funds in 2019. In 2019 Gunnison County was authorized to receive Title III funds in the amount of \$55,634.95 and received those funds in 2020. In 2020, Gunnison County was authorized to receive \$50,524.66, and received those funds in 2021. In 2021, Gunnison County was authorized to receive \$ 65,369.07, and received those funds in 2022. In 2022, Gunnison County was authorized to receive \$52,849.81 and received those funds in 2023.

Gunnison County wishes to transfer those Title III Funds currently held by Gunnison County, in the amount of \$52,849.81 to West Region Wildfire Council for use by West Region Wildfire Council for fire mitigation activities within Gunnison County, Colorado pursuant to Title III of the Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, according to the terms and conditions of this Agreement.

B. AGREEMENT

NOW THEREFORE, in consideration of the Recitals above, the parties herein agree to the following terms and conditions:

1. TERM.

This Agreement shall will become effective upon the date entered into as set forth above and shall remain in force until all Title III Funds received and designated by Gunnison County have been disbursed by Gunnison County to West Region Wildfire Council and all associated reports and documentation have been completed and accepted by the United States Department of Agriculture unless sooner terminated, amended or replaced as provided herein.

2. CONSIDERATION.

A. In consideration and exchange for West Region Wildfire Council's fire mitigation activities, Gunnison County agrees to and shall:

1. Transfer those Title III Funds identified above currently held by Gunnison County to West Region Wildfire Council.
2. Publish the proposal for use of the Title III Funds pursuant to Section 302(b) of the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141.

B. In consideration and exchange for Gunnison County's transfer of Title III Funds, West Region Wildfire Council agrees to and shall:

1. Utilize the Title III Funds for fire mitigation activities within Gunnison County, Colorado pursuant to the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, ONLY for the following:
 - a. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires;
 - b. Develop and carry out community wildfire protection plans in coordination with the appropriate Secretary concerned.
2. Maintain all necessary and appropriate records regarding receipt and expenditures of the Title III Funds and provide all records requested by Gunnison County and/or the United States Department of Agriculture to satisfy its obligations under this Agreement and in accordance with the Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141.

4. Prior to the expiration of this Agreement, warrant and certify in writing to Gunnison County that they have complied with the requirements of the Secure Rural Schools and Community Self-Determination Act of 2000, as amended by P.L. 115-141, for uses associated with Title III County Funds as set forth by the United States Department of Agriculture and all other provisions of applicable law and regulation

3. INDEPENDENT CONTRACTOR.

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

B. West Region Wildfire Council acknowledges and agrees that West Region Wildfire Council is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.

4. INDEMNIFICATION.

West Region Wildfire Council shall indemnify, defend and hold harmless Gunnison County, its commissioners, officers, employees and agents, of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of West Region Wildfire Council or its employees, sub-contractors or agents in connection with this Agreement.

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

5. INSURANCE.

West Region Wildfire Council agrees that at all times during the Term of this Agreement that West Region Wildfire Council shall carry and 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, West Region Wildfire Council will provide insurance certificates to Gunnison County. Such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

A. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by West Region Wildfire Council during the term of this Agreement.

B. Comprehensive General Liability Insurance or the equivalent.

C. Comprehensive automobile liability insurance on all vehicles used by West Region Wildfire Council in the performance of this Agreement, or in addition or in the alternative non-owned vehicle insurance to the extent applicable.

6. DELEGATION AND ASSIGNMENT.

West Region Wildfire Council 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.

7. IMMIGRATION COMPLIANCE CERTIFICATION.

West Region Wildfire Council certifies that West Region Wildfire Council does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

West Region Wildfire Council certifies that West Region Wildfire Council has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

West Region Wildfire Council certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

West Region Wildfire Council agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

West Region Wildfire Council agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

8. NOTICES.

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

Gunnison County:

Scott Morrill

Emergency Manager
Gunnison County
510 W. Bidwell Avenue
Gunnison, CO 81230

With a Copy to:

Matthew Birnie, County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230

West Region Wildfire Council:

Jamie Gomez
Executive Director
West Region Wildfire Council
510 S. Cascade Ave.
Montrose, Colorado 81401.

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

9. 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.

10. MISCELLANEOUS.

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

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

C. NO WAIVER OF GOVERNMENTAL IMMUNITY. 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.

11. GOVERNING LAW.

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

12. COUNTERPARTS: ELECTRONIC TRANSMISSION.

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

13. ENTIRE AGREEMENT.

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

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

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathon Houck, Chairperson

By: _____
Elizabeth Smith, Vice-Chairperson

By: _____
Laura Puckett-Daniels, Commissioner

ATTEST:

Deputy County Clerk

WEST REGION WILDFIRE COUNCIL,
(a Colorado non-profit corporation)

By: _____
Jamie Gomez, Executive Director

ATTEST:

Secretary

Department of the Treasury 303-866-5649

PAGE 1 OF 1

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: County Manager Signature

Parties to the Agreement: OpenGov and GC

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This has been reviewed and approved by Sammy. No changes except dates

Fiscal Impact: 26000

Submitted by: Perry 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 9/12/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/12/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/12/2023

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 9/19/2023

OpenGov End User License Agreement

This End User License Agreement (this "Agreement") is made between OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer listed on the signature block below ("Customer"). Customer is purchasing OpenGov services through Carahsoft Technology Corporation, an authorized reseller ("Reseller"). This Agreement, which takes effect on the date of the last signature below ("Effective Date"), sets forth the terms under which Customer may use OpenGov's hosted software services, and incorporates herein by this reference the terms of the NASPO "Participating Addendum" between Carahsoft Technology Corporation and the State of Colorado, Contract # 139963, including its exhibits and "Master Agreement."

1. Definitions

- 1.1. "Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. "Documentation" means materials produced by OpenGov that provide information about OpenGov's software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.
- 1.3. "Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. "Order Form" means the document used between the Reseller and the Customer to purchase specified OpenGov services.
- 1.5. "Party" (or "Parties") refers to OpenGov and/or Customer. For the avoidance of doubt, Reseller is not a Party to this Agreement.
- 1.6. "Subscription Term" means the period from the start date of the Software Services specified on the first Order Form to the last end date of the Software Services specified on any Order Form.

2. Software Services, Support, and Professional Services

- 2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form ("Software Services").
- 2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours.

Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

- 2.3. Professional Services. If OpenGov or its authorized independent contractors provides professional services to Customer through Reseller, such as implementation services, then OpenGov will specify the professional services ("Professional Services") in an applicable statement of work ("SOW"). Unless otherwise specified in a SOW, any pre-paid professional services must be utilized within one year from the Effective Date.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Subscription Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a

non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

- 4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Subscription Term, excluding during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, personally identifiable information ("PII") and financial information of the disclosing Party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either Party; (e) information that was rightfully received by a Party from a third Party without restriction on use or disclosure; or (f) information independently developed by the receiving Party without access to the disclosing Party's Confidential Information.

- 5.3. Each Party agrees to obtain prior written consent before disclosing any of the other Party's Confidential Information. Each Party further agrees to use the other's Confidential Information only in connection with this Agreement. Each Party further agrees to protect the other Party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a Party is required to disclose Confidential Information by law or court order, they must notify the other Party in writing before making the disclosure to give the other Party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Subscription Term. This Agreement commences when the Parties execute this Agreement and continues until the last end date of the Software Services specified on the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. This Agreement will renew if Customer enters another Order Form for the Software Services and/or additional Professional Services before the end of the Subscription Term.
- 6.3. Termination. If either Party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching Party the non-breaching Party may terminate this Agreement. Neither Party shall have the right to terminate this Agreement early without a legally valid cause.
- 6.4. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each Party shall (at the other Party's option) return or delete any of the other Party's Confidential Information in its possession.

7. Payment of Fees

- 7.1. Fees for Software Services are due at the beginning of each year of the Subscription Term, and Customer must timely pay all applicable fees to Reseller to avoid interruption of the Software Services. Fees for Professional Services are due in advance, unless indicated otherwise in the Order Form.

8. Representations and Warranties; Disclaimer

- 8.1. By OpenGov.
- 8.2. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
- 8.3. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive

remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies.

- 8.4. **Software Services Warranty.** OpenGov further represents and warrants that for a period of 90 days after the subscription start date specified in the Order Form, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Subscription Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services to the Reseller.
- 8.5. **By Customer.** Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.
- 8.6. **Disclaimer.** OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

- 9.1. **By Type.** NEITHER OPENGOV NOR CUSTOMER, NOR THEIR SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. **By Amount.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE

LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID FOR THE SOFTWARE SERVICES UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each Party accepts liability to the other for: (a) claims based on either Party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of gross negligence, fraud or willful misconduct by either Party and (c) either Party's infringement of the other Party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes for OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the Parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The Parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The Parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a Party's intellectual property may result in serious and irreparable injury to the aggrieved Party for which damages may not adequately compensate the aggrieved Party. The Parties agree, therefore, that, in addition to any other remedy that the aggrieved Party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither Party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the Party delayed or prevented from performing.

- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. 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.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

Signature page to follow.

Signatures	
Customer: Gunnison County, CO DocuSigned by:  Signature: Matthew Birnie Name: Matthew Birnie Title: County Manager Date: 9/12/2023	OpenGov, Inc.  Signature: Sean Wani Name: Sean Wani Title: General Counsel Date: July 27, 2023

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for General Services Administration (GSA)

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and the General Services Administration (GSA)

Term Begins: 04/16/2023

Term Ends:

Grant Contract #:

Summary:

GSA/TSA lease agreement to lease premises in the commercial Terminal Building.

Fiscal Impact: Annual Rent - increases annually

Submitted by: Stephanie Petsch

Submitter's Email Address: spetsch@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/14/2023

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 9/12/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/12/2023

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/15/2023

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted:

Agenda Date: 9/19/2023

LEASE NO. GS-08P-LCO00631

On-Airport Lease
GSA TEMPLATE L201D (OCT 2022)

A. This Lease is made and entered into between

County of Gunnison

(Lessor), whose principal place of business is 200 E. Virginia Avenue, Gunnison, CO 81230-2248 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

Gunnison / Crested Butte Regional Airport
711 West Rio Grande Avenue
Gunnison, CO 8123-3200

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon **April 16, 2023**, and continuing for a period of

12 Years, 6 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Name: _____

Name: Heather Jones

Title: _____

Title: Lease Contracting Officer

Entity: _____

General Services Administration, Public Buildings Service

Date: _____

Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____

Title: _____

Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS	3
1.01 THE PREMISES (OCT 2022)	3
1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)	3
1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2022)	3
1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)	4
1.05 ~~RENEWAL RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED	4
1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2020)	4
1.07 ~~OPERATING COST BASE (OCT 2016)~~ INTENTIONALLY DELETED	4
1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)	4
 SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS.....	5
2.01 DEFINITIONS AND GENERAL TERMS (OCT 2022).....	5
2.02 AUTHORIZED REPRESENTATIVES (OCT 2016).....	6
2.03 WAIVER OF RESTORATION (OCT 2021).....	6
2.04 ~~OPERATING COSTS ADJUSTMENT (JUN 2012)~~ INTENTIONALLY DELETED	6
2.05 RELOCATION RIGHTS (OCT 2021)	6
2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)	6
2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015).....	6
2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012).....	6
2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)	6
2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011).....	7
 SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS	8
3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013).....	8
3.02 MEANS OF EGRESS (MAY 2015)	8
3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2022)	8
3.04 FIRE ALARM SYSTEM (SEP 2013)	8
3.05 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016).....	9
3.06 ACCESSIBILITY (FEB 2007).....	10
3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	10
3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)	10
3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (OCT 2022).....	10
3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)	10
3.11 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2022).....	10
 SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM	11
4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020)	11
4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)	11
4.03 RECYCLING (ON-AIRPORT) (JUN 2012).....	11
4.04 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013).....	11
4.05 ~~SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022)~~ INTENTIONALLY DELETED	11
4.06 INDOOR AIR QUALITY (OCT 2019)	11
4.07 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2021)	12
4.08 OCCUPANT EMERGENCY PLANS (OCT 2020)	12
4.09 JANITORIAL SERVICES (OCT 2021)	12
 SECTION 5 ADDITIONAL TERMS AND CONDITIONS.....	14
5.01 PROVISIONAL ACCEPTANCE (FEB 2021).....	14
5.02 MAINTENANCE OF SPACE.....	14

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2022)

The Premises are described as follows:

A. Office and Related Space: **663** rentable square feet (RSF), yielding **663** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.0** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **0** parking spaces as depicted on the plan attached hereto as Exhibit **A**, reserved for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces and **0** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2022)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

Effective Dates	Square Feet	Shell Rent (Annual)	Operating Rent (Annual)	Total Annual Rent
04/16/2023-04/15/2024	663	\$56,888.30	\$0.00	\$56,888.30
04/16/2024-04/15/2025	663	\$59,448.27	\$0.00	\$59,448.27
04/16/2025-04/15/2026	663	\$62,123.44	\$0.00	\$62,123.44
04/16/2026-04/15/2027	663	\$64,919.00	\$0.00	\$64,919.00
04/16/2027-04/15/2028	663	\$67,840.35	\$0.00	\$67,840.35
04/16/2028-04/15/2029	663	\$70,893.17	\$0.00	\$70,893.17
04/16/2029-04/15/2030	663	\$73,374.43	\$0.00	\$73,374.43
04/16/2030-04/15/2031	663	\$75,492.53	\$0.00	\$75,492.53
04/16/2031-04/15/2032	663	\$78,600.52	\$0.00	\$78,600.52
04/16/2032-04/15/2033	663	\$81,351.54	\$0.00	\$81,351.54
04/16/2033-04/15/2034	663	\$84,198.84	\$0.00	\$84,198.84
04/16/2034-04/15/2035	663	\$87,145.80	\$0.00	\$87,145.80

B. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed **663** ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

D. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. This registration service is free of charge.

E. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises,"
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, subcontractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and,
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **60** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

B. The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than **60** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 ~~RENEWAL RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2020)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	1	A
GSA Form 3517B, General Clauses	21	B
Representation Regarding Certain Telecommunications and Video Surveillance Services and Equipment	4	C
FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)	2	D

1.07 ~~OPERATING COST BASE (OCT 2016)~~ INTENTIONALLY DELETED

1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)

Lessor's Unique Entity Identifier

UEI: **NSN9FAGKEDJ9**

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2022)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located .
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract shall mean this Lease.
- G. Contractor. Contractor shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the Lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Occupant Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Occupant Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Occupant Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-2017) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Occupant Area, which means "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply. References to ABOA mean ANSI/BOMA Occupant Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (OCT 2021)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

- A. Waste, or,
- B. Damages or restoration arising from or related to:
 - 1. the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
 - 2. any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 ~~OPERATING COSTS ADJUSTMENT (JUN 2012)~~ INTENTIONALLY DELETED

2.05 RELOCATION RIGHTS (OCT 2021)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate. The Government will not reimburse the Lessor for any increased square footage as a result of such relocation.

2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)

- A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the Gunnison/Crested Butte Regional Airport.
- B. TSA is responsible for airline passenger and baggage screening services at the Airport.
- C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.
- D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

- A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.
- B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)

The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at, [HTTPS://WWW.SAM.GOV/SAM/](https://www.sam.gov/SAM/) prior to the Lease Award Date. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. Registration must be active throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.02 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2022)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Occupant Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. I. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and

II. Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

(i) That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and

(ii) For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).

(iii) That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

B. Hydrology-related Requirements: Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

1. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

2. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.06 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (OCT 2022)

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. Thermostats shall be set to maintain temperatures of 72 degrees F (+/- 3 degrees) during the heating season and 75 degrees F (+/- 3 degrees) during the cooling season. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, the dew point shall be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.

B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

3.11 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2022)

The Government may require the Lessor to use the Government's project management system for post-award and post-occupancy activities. Licensing costs and access to the system are the responsibility of the Government.

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The Lessor shall follow routine cleaning and disinfecting requirements in Section 5.01. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

☒ HEAT	☒ TRASH REMOVAL	☒ ELEVATOR SERVICE	☒ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	☒ OTHER
☒ ELECTRICITY	☒ CHILLED DRINKING WATER	☒ WINDOW WASHING		(Specify below)
☒ POWER (Special Equip.)	☒ AIR CONDITIONING	Frequency <u>2x/year</u>	☒ PAINTING FREQUENCY	<u>See Section 4.09</u>
☒ WATER (Hot & Cold)	☒ RESTROOM SUPPLIES	☒ CARPET CLEANING	Space <u>Every 5 years</u>	
☒ SNOW REMOVAL	☒ JANITORIAL SERV. & SUPP.	Frequency <u>Every 2 years</u>	Public Areas <u>as needed</u>	

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or Federal holidays. Services, maintenance, and utilities shall be provided from **5 AM to 9 PM, Sunday through Saturday**.

MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.03 RECYCLING (ON-AIRPORT) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.04 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.05 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022) INTENTIONALLY DELETED

4.06 INDOOR AIR QUALITY (OCT 2019)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded. .

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

4.07 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2021)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

1. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph B.2 below
2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or ANSI/IICRC S520-2015 Standard for Professional Mold Remediation), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.
3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

4.08 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

4.09 JANITORIAL SERVICES (OCT 2021)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access, including high-touch surfaces (e.g., door knobs, light switches, handles, handrails, and elevator buttons) in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

- A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space. Clean all high-touch surfaces.
- B. Three times a week. Sweep or vacuum stairs.
- C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.
- E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.
- F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, windowsills, and frames. Shampoo entrance and elevator carpets.
- G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
- H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.
- I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- J. Every two years. Shampoo carpets in all offices and other non-public areas.
- K. Every five years. Dry clean or wash (as appropriate) all draperies.
- L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified by the U.S. Environmental Protection Agency at [HTTPS://WWW.EPA.GOV/IPM/INTRODUCTION-INTEGRATED-PEST-MANAGEMENT](https://www.epa.gov/ipm/introduction-integrated-pest-management).

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 PROVISIONAL ACCEPTANCE (FEB 2021)

A. At a time of exceptional circumstance, i.e., pandemic, the Government may accept the Space on a provisional basis until such time that a re-inspection on-site can occur. In this instance and upon request from the LCO, the Lessor shall provide such documentation (e.g., picture(s), video(s) and/or a representative on-site for a live-stream or 'virtual' walkthrough) to confirm substantial completion. In such an instance the Government may withhold a percentage of lump sum Tenant Improvement payment as a reserve to ensure that all deficiencies and/or punch list item(s) will be addressed by the Lessor within the time frame established or until the Government can determine the space has been delivered in accordance with the Lease requirements, Design Intent Drawings and Construction Drawings.

B. At such time as a physical on-site inspection is deemed possible by the Government, the Government reserves the right to physically inspect the Space with an on-site representative to conduct a space measurement and to document any deficiencies and/or punch-list item(s) for the Lessor's correction.

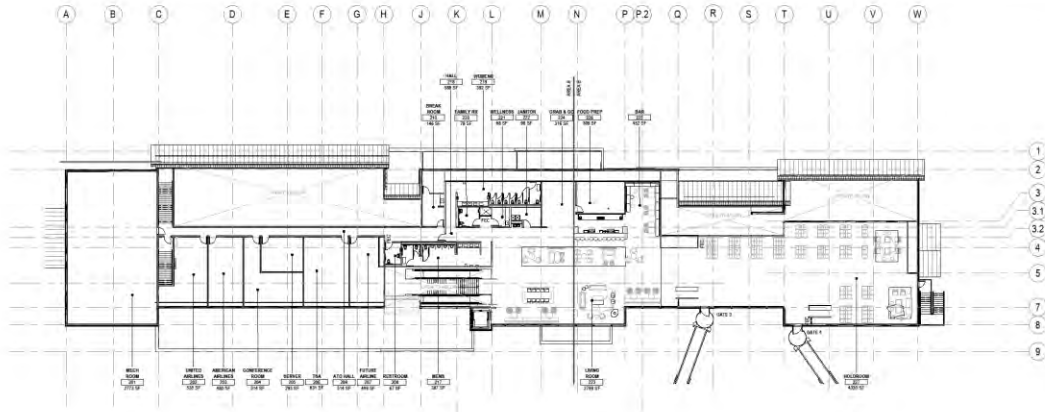
C. Upon re-inspection and Government acceptance of any deficiencies and/or punch list item(s) documented per above, or in the instance of no such documented items, this provisional acceptance will be rendered non-provisional and fully accepted by the Government via subsequent Lease Amendment.

5.02 MAINTENANCE OF SPACE

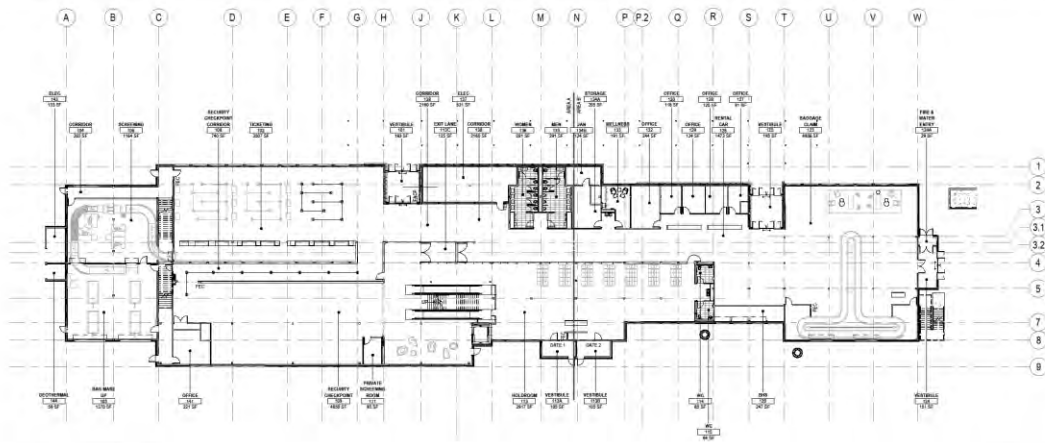
A. Repaint space within 120 days of lease commencement.

B. Replace carpet within 120 days of lease commencement.

EXHIBIT A



02 LEVEL 02 - COMPOSITE PLAN
SCALE: 1/8" = 1'-0"



01 LEVEL 01 - COMPOSITE PLAN
SCALE: 1/8" = 1'-0"

SHEET NOTES

**GUNNISON
COUNTY**
711 W. RIO GRANDE AVE.
GUNNISON, CO 81230

Gensler

1225 11th Street, Suite 110 Tel: 303.955.9585
Denver, CO 80202 Fax: 303.933.6823

AVIATION

908 S. Broadway, Suite 202
Tampa, FL 33606

DESIGNWORKSHOP

1280 Lawrence Street, Suite 100 Tel: 303.633.3188
Denver, CO 80204 Fax: 303.633.2290

MARTIN/MARTIN
CONSTRUCTION CONSULTANTS
12995 Collins Avenue
Lakewood, CO 80224
Tel: 303.555-8100

48443 Denver West Plaza, Suite 300 Tel: 303-751-8623
Golden, CO 80401

BNP

ASSOCIATES, INC.
1988 Broadway, Suite 2000 Tel. 212-213-4900

GENERAL NOTES

Date	Description
12/10/21	100% Contribution (Discount)
12/10/21	Balance 42

Basil / Sigelhorn's

Project Name	GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Project Number	03.7733.000

COMPOSITE PLANS

Scale: $1:16^{\circ} = 1:1^{\circ}$

A1.100

© 2015 Pearson Education, Inc.

EXHIBIT B

GENERAL CLAUSES (Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1	GSAR 552.270-5	SUBLETTING AND ASSIGNMENT (DEVIATION)
	2	GSAR 552.270-11	SUCCESSORS BOUND
	3	GSAR 552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	GSAR 552.270-24	STATEMENT OF LEASE
	5	GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	GSAR 552.270-26	NO WAIVER
	7	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
	8	GSAR 552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9	GSAR 552.270-17	DELIVERY AND CONDITION (DEVIATION)
	10		DEFAULT BY LESSOR
	11	GSAR 552.270-19	PROGRESSIVE OCCUPANCY
	12	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
	13	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
	14	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
	15	GSAR 552.270-12	ALTERATIONS
	16	GSAR 552.270-29	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (DEVIATION)
PAYMENT	17	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	18	GSAR 552.270-31	PROMPT PAYMENT
	19	FAR 52.232-23	ASSIGNMENT OF CLAIMS
	20		PAYMENT
	21	FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	22	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	23	GSAR 552.270-32	COVENANT AGAINST CONTINGENT FEES
	24	FAR 52.203-7	ANTI-KICKBACK PROCEDURES
	25	FAR 52.223-6	DRUG-FREE WORKPLACE
	26	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S)

LESSOR: _____ GOVERNMENT: _____

ADJUSTMENTS	27	GSAR 552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	28	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	29	GSAR 552.270-13	PROPOSALS FOR ADJUSTMENT
	30	GSAR 552.270-14	CHANGES (DEVIATION)
AUDITS	31	GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA
	32	FAR 52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	33	FAR 52.233-1	DISPUTES
LABOR STANDARDS	34	FAR 52.222-26	EQUAL OPPORTUNITY
	35	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	36	FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	39	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	40	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	43	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	44	FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	45	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
CYBERSECURITY	46	FAR 52.204-2	SECURITY REQUIREMENTS
	47	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
	48	GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS
	49	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS

LESSOR: _____ GOVERNMENT: _____

OTHER	50	FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
	51	FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	52		INTENTIONALLY DELETED
	53	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR: _____ GOVERNMENT: _____

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. GSAR 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 2022) (DEVIATION)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.

2. GSAR 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. GSAR 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

LESSOR: _____ GOVERNMENT: _____

4. GSAR 552.270-24 STATEMENT OF LEASE (SEP 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
- (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
 - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
 - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
 - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. GSAR 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

8. GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. GSAR 552.270-17 DELIVERY AND CONDITION (SEP 2022) (DEVIATION)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

LESSOR: _____ GOVERNMENT: _____

- (b) The Government may elect to accept the space notwithstanding the Lessor's failure to deliver the space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

- (a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
- (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

- (3) Grounds for Termination. The Government may terminate the Lease if:

- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
- (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

- (4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

- (i) Circumstances within the Lessor's control;
- (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
- (iii) The condition of the Property;
- (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
- (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

- (5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

LESSOR: _____ GOVERNMENT: _____

11. GSAR 552.270-19**PROGRESSIVE OCCUPANCY (SEP 1999)**

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

**12. GSAR 552.270-6
(DEVIATION)****MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022)**

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

- (a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.
- (b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.
- (c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.
- (d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. GSAR 552.270-7**FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)**

- (a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.
- (b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenable, or not usable for their intended purpose:
 - (1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.
 - (2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.
 - (i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.
 - (ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially

LESSOR: _____ GOVERNMENT: _____

impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.

- (3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.
- (4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

15. GSAR 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. GSAR 552.270-23 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2022) (DEVIATION)

- (a) Ten (10) working days prior to the completion of the space, the Lessor shall issue written notice to the Government to schedule the inspection of the space for acceptance. The Government shall accept the space only if the construction of building shell and tenant improvements conforming to this lease and the approved design intent drawings (DIDs) is substantially complete, and a certificate of occupancy has been issued as set forth below.
- (b) The space shall be considered substantially complete only if the space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed tenant improvements to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other lease requirements.
- (c) The Lessor shall provide a valid certificate of occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue certificates of occupancy or if the certificate of occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the premises and building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the space without a certificate of occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this lease.

LESSOR: _____ GOVERNMENT: _____

This clause is incorporated by reference.

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

- (1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
 - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
 - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:
 - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
 - (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

LESSOR: _____ GOVERNMENT: _____

- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

- (1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and
 - (iii) Lessor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

19. FAR 52.232-23

ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or

LESSOR: _____ GOVERNMENT: _____

reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

20. PAYMENT (SEP 2022)

- (a) When space is offered and accepted, the amount of ABOA square footage delivered will be confirmed by:
 - (1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
 - (2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.
- (b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.
- (c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

21. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

22. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(Applicable to leases over \$6 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

23. GSAR 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

LESSOR: _____ GOVERNMENT: _____

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

24. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(Applicable to leases over \$150,000 total contract value.)

This clause is incorporated by reference.

25. FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

26. FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

(Applicable to leases over \$6 Million total contract value.)

This clause is incorporated by reference.

27. GSAR 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

LESSOR: _____ GOVERNMENT: _____

- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

28. FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$2,000,000.)

This clause is incorporated by reference.

29. GSAR 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

30. GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)

- (a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.
- (b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:
 - (1) An adjustment of the delivery date.
 - (2) An equitable adjustment in the rental rate.
 - (3) A lump sum equitable adjustment. or
 - (4) An adjustment of the operating cost base, if applicable.
- (c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.
- (d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

LESSOR: _____ GOVERNMENT: _____

31. GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

32. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

33. FAR 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

34. FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

This clause is incorporated by reference.

35. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

36. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

37. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

(a) *Definitions.* As used in this clause-

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

LESSOR: _____ GOVERNMENT: _____

(Applicable to leases over \$15,000 total contract value.)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

LESSOR: _____ GOVERNMENT: _____

39. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

40. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)

(Applicable to leases over \$35,000 total contract value.)

This clause is incorporated by reference.

41. FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over \$2,000,000 total contract value.)

This clause is incorporated by reference.

42. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

43. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021) ALTERNATE III (JUN 2020)

(Applicable to leases over \$750,000 total contract value.)

This clause is incorporated by reference.

44. FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(Applicable to leases over \$750,000 total contract value.)

This clause is incorporated by reference.

45. FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(Applicable if over \$30,000 total contract value.)

This clause is incorporated by reference.

46. FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)

(Applicable when the contract may require access to classified information.)

This clause is incorporated by reference.

47. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

This clause is incorporated by reference.

LESSOR: _____ GOVERNMENT: _____

This clause is incorporated by reference.

(a) *Definitions.* As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
 - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
 - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

50. FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)

This clause is incorporated by reference.

51. FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

LESSOR: _____ GOVERNMENT: _____

- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

LESSOR: _____ GOVERNMENT: _____

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
 - (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

LESSOR: _____ GOVERNMENT: _____

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

52. INTENTIONALLY DELETED

53. FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

This clause is incorporated by reference.

LESSOR: _____ GOVERNMENT: _____

EXHIBIT C

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required. If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered

telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ([HTTPS://WWW.SAM.GOV](https://www.sam.gov)) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	Signature	Date

EXHIBIT D

FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

(a) *Definitions.* As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) *Prohibition.* Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

LESSOR: _____ GOVERNMENT: _____

(c) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval of U.S. Department of Housing and Urban D

Action Requested: County Manager Signature

Parties to the Agreement: HUD

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Review for CM signature via DocuSign.

Fiscal Impact: 0

Submitted by: Perry 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 9/13/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/13/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/13/2023

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 9/19/2023

Rent Schedule Low Rent Housing

**U.S. Department of Housing
and Urban Development**
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0012
(exp. 11/30/2020)

See page 3 for Instructions, Public Burden Statement and Privacy Act requirements.

Project Name	FHA Project Number	Date Rents Will Be Effective (mm/dd/yyyy)
Mountain View Apartments	10135339	11/01/2023

Part A – Apartment Rents

Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

Col. 1 Unit Type (Include Non-revenue Producing Units)	Col. 2 Number of Units	Contract Rents		Col. 5 Utility Allowances (Effective Date (mm/dd/yyyy) ___ / ___ / ___)	Col. 6 Gross Rent (Col. 3 + Col. 5)	Market Rents (Sec. 236 Projects Only)	
		Col. 3 Rent Per Unit	Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)			Col. 7 Rent Per Unit	Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)
1 Bedroom	25	806	20,150	0	806		0
2 Bedroom	3	976	2,928	0	976		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
Total Units 28		Monthly Contract Rent Potential (Add Col. 4)* \$23,078				Monthly Market Rent Potential (Add Col. 8)* \$0	
		Yearly Contract Rent Potential (Col. 4 Sum x 12)* \$276,936				Yearly Market Rent Potential (Col. 8 Sum x 12)* \$0	

* These amounts may not exceed the Maximum Allowable Monthly Rent Potential approved on the last Rent Computation Worksheet or requested on the Worksheet you are now submitting. Market Rent Potential applies only to Section 236 Projects.

Part B – Items Included in Rent Equipment/Furnishings in Unit (Check those included in rent.) ☒ Range ☐ Dishwasher ☐ ☒ Refrigerator ☒ Carpet ☐ ☐ Air Conditioner ☒ Drapes ☐ ☒ Disposal ☐ _____ ☐ _____		Part D – Non-Revenue Producing Space		
		Col. 1 Use	Col. 2 Unit Type	Col. 3 Contract Rent
Utilities (Check those included in rent. For each item, (even those not included in rent), enter E, F, or G on line beside that item) E=electric; G=gas; F=fuel oil or coal.		Total Rent Loss Due to Non-Revenue Units \$ 0		
☒ Heating E ☒ Hot Water E ☒ Lights, etc. E ☐ Cooling _____ ☒ Cooking E ☐ _____		Part E – Commercial Space (retail, offices, garages, etc.)		
Services/Facilities (check those included in rent)		Col. 1 Use	Col. 2 Monthly Rent Potential	Col. 3 Square Footage
☒ Parking ☒ Community Ro_____ ☐ Nursing Care ☒ Laundry ☐ _____ ☐ Linen/Maid Service ☐ Swimming Pool ☐ _____ ☐ _____ ☐ Tennis Courts ☐ _____ ☐ _____				Col. 4 Rental Rate Per Sq. Ft. (Col. 2 divided by Col. 3)
Part C – Charges in Addition to Rent (e.g., parking, cable TV, meals)				
Purpose	Monthly Charge			
	\$			
	\$			
	\$			
	\$			
	\$			
	\$			
	\$ 0			
		Part F – Maximum Allowable Rent Potential		
		Enter Maximum Allowable Monthly Rent Potential From Rent Computation \$ 23,078		
		Worksheet (to be completed by HUD or lender)		

Part G – Information on Mortgagor Entity

Name of Entity

Gunnison County Housing Authority

Type of Entity

☐ Individual ☐ General Partnership ☐ Joint Tenancy/Tenants in Common ☒ Other (specify) Governmental
☐ Corporation ☐ Limited Partnership ☐ Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:

- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Jonathan Houck, Chairperson

Name and Title

Liz Smith, Vice-Chairperson

Name and Title

Laura Puckett Daniels, Commissioner

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Part H – Owner Certification

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

Matthew Birnie, County Manager

Authorized Official's Signature

Date (mm/dd/yyyy)

Part I – HUD/Lender Approval

Addendum Number

HAP Contract Number

Exhibit Number

Loan Servicer Signature

Date (mm/dd/yyyy)

Branch Chief/Lender Official Signature

Date (mm/dd/yyyy)

Director, Housing Management Division Signature

Date (mm/dd/yyyy)

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

Section 8 Contract Number: CO99H001099
Project Name: Mountain View Apartments
FHA Project Number (if applicable): 10135339
Effective Date of the Rent Increase (if applicable): 11/1/2023

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
25	1	806	0	806
3	2	976	0	976

NOTE: This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Memorandum of Understanding (MOU) Bet

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review, an MOU of the agreement for funding Northwest Colorado Council of Governments (NWCCOG) as facilitators in the Crystal River protections process. as well as a conv of the agreement between NWCCOG and Wellstone Collaborative Strategies to provide these facilitation and

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

None

Reviewed by:

Discharge Date: 8/7/2023

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient SO 8/4/23

Reveiwed by:

Discharge Date: 8/7/2023

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/7/2023

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 9/19/2023

CONTRACTOR AGREEMENT

This agreement is made effective as of April 26, 2023 by and between Northwest Colorado Council of Governments, 249 Warren Ave., P.O. Box 2308, Silverthorne, CO 80498-2308 and Wellstone Collaborative Strategies.

In this Agreement, the party who is contracting to receive services shall be referred to as "NWCCOG", and Wellstone Collaborative Strategies is the party who will be providing services and shall be referred to as "Contractor".

CONTRACTOR has extensive experience concerning facilitation and stakeholder engagement and is willing to provide services to NWCCOG based on this experience.

NWCCOG desires to utilize the knowledge and experience provided by the CONTRACTOR, through specified personnel. (See Attachment B.)

Therefore, the parties agree as follows:

1. **AGREEMENT PERIOD.** Subject to its other provisions the term of this Agreement shall commence April 26, 2023 and terminate on February 28, 2024.
2. **DESCRIPTION OF SERVICES.** The CONTRACTOR will complete the scope of work described in the attached Northwest Colorado Council of Government's Scope of Services. (See ATTACHMENT A.)
3. **PERFORMANCE OF SERVICES.** CONTRACTOR shall provide services only with the prior approval of NWCCOG's Director of the Water Quality/ Quantity Committee. All services provided by CONTRACTOR shall meet standards agreed to by CONTRACTOR and NWCCOG prior to service delivery. All services provided by CONTRACTOR are subject to acceptance by NWCCOG prior to compensation for services.
4. **COMPENSATION AND PAYMENT PROCEDURE.** CONTRACTOR'S compensation, inclusive of cost reimbursements shall not exceed \$55,000 without prior approval of the NWCCOG Executive Director. CONTRACTOR shall submit invoices as needed, no more than monthly, during the contract period for services rendered and expenses incurred up to the date of invoice. Upon termination of the Agreement, payments under this paragraph shall cease; provided, however, that CONTRACTOR shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which the CONTRACTOR has not yet been paid.
5. **SUPPORT SERVICES.** CONTRACTOR shall provide offices, computers, telephones, vehicles and other such necessary equipment, supplies and personnel to accomplish the successful completion of deliverables.
6. **INDEMNIFICATION.** CONTRACTOR agrees to indemnify and hold NWCCOG harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgements that may be asserted against NWCCOG that result from the acts or omissions of CONTRACTOR.

7. ASSIGNMENT. CONTRACTOR'S obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of NWCCOG.
8. TERM/TERMINATION. The term of this contract is April 26, 2023 and terminate on February 28, 2024. NWCCOG reserves the right to terminate the contract, upon five-day written notice to contractor for failure to perform services to the level acceptable to NWCCOG.
9. RELATIONSHIP OF PARTIES. The parties understand that CONTRACTOR is an independent contractor with respect to NWCCOG, and not an employee of NWCCOG. NWCCOG will not provide benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of CONTRACTOR. It is specifically agreed and understood by the parties hereto that NWCCOG will not withhold from CONTRACTOR'S monthly compensation any amounts normally withheld for FICA, federal, and state income taxes, retirement, or health benefits. CONTRACTOR will be solely and exclusively responsible for and liable for reporting such compensation to appropriate state and federal taxing agencies.
10. INJURIES. CONTRACTOR acknowledges CONTRACTOR'S obligation to obtain appropriate insurance coverage for the benefit of CONTRACTOR. CONTRACTOR waives any rights to recovery from NWCCOG for any injuries that CONTRACTOR may sustain while performing services under this Agreement and that are a result of the negligence of CONTRACTOR.
11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to NWCCOG: Northwest Colorado Council of Governments
249 Warren Ave.
P.O. Box 2308
Silverthorne, Colorado 80498
970-468-0295
fiscal@nwccog.org
ccarroll@nwccog.org

If to the Contractor: Wellstone Collaborative Strategies
4556 Osceola St.
Denver, CO, 80212
303-704-1869
jacob@wellstonestrategies.com

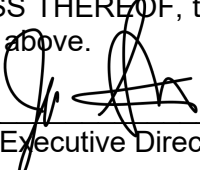
Email delivery shall also be accepted to the above email addresses. Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and there are no other promises or conditions in any other agreement whether

written or oral. This Agreement supercedes any prior written or oral agreements between the parties.

13. AMENDMENT. The Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
16. CONFIDENTIALITY. The Contractor will maintain no information about any individual client in a manner that would violate the provision of the Privacy Act of 1974, PL 93-579 as amended. CONTRACTOR agrees that CONTRACTOR will not at any time or in any manner, either directly or indirectly, use any information for CONTRACTOR 'S own benefit, or divulge, disclose, or communicate in any manner any information to any third party without the prior written consent of NWCCOG. CONTRACTOR will protect the information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.
17. RETURN OF RECORDS. Upon termination of this Agreement, CONTRACTOR shall deliver all records, notes, data, memorandum, models, and equipment of any nature that are in CONTRACTOR'S possession or under CONTRACTOR'S control and that are NWCCOG's property or relate to NWCCOG's business.
18. WORKER WITHOUT AUTHORIZATION. In accordance with Title 8, Colorado Revised Statutes, Article 17.5, the Contractor shall not:
 - A. Knowingly employ or contract with a worker without authorization to perform work under the public contract for services; or
 - B. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under the public contract for services.
19. APPLICABLE LAW. This agreement shall be governed by the laws of the State of Colorado.

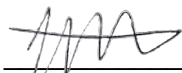
IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first written above.



NWCCOG Executive Director

5/9/2023

Date

A handwritten signature in black ink, appearing to read 'Jacob Bornstein', written over a horizontal line.

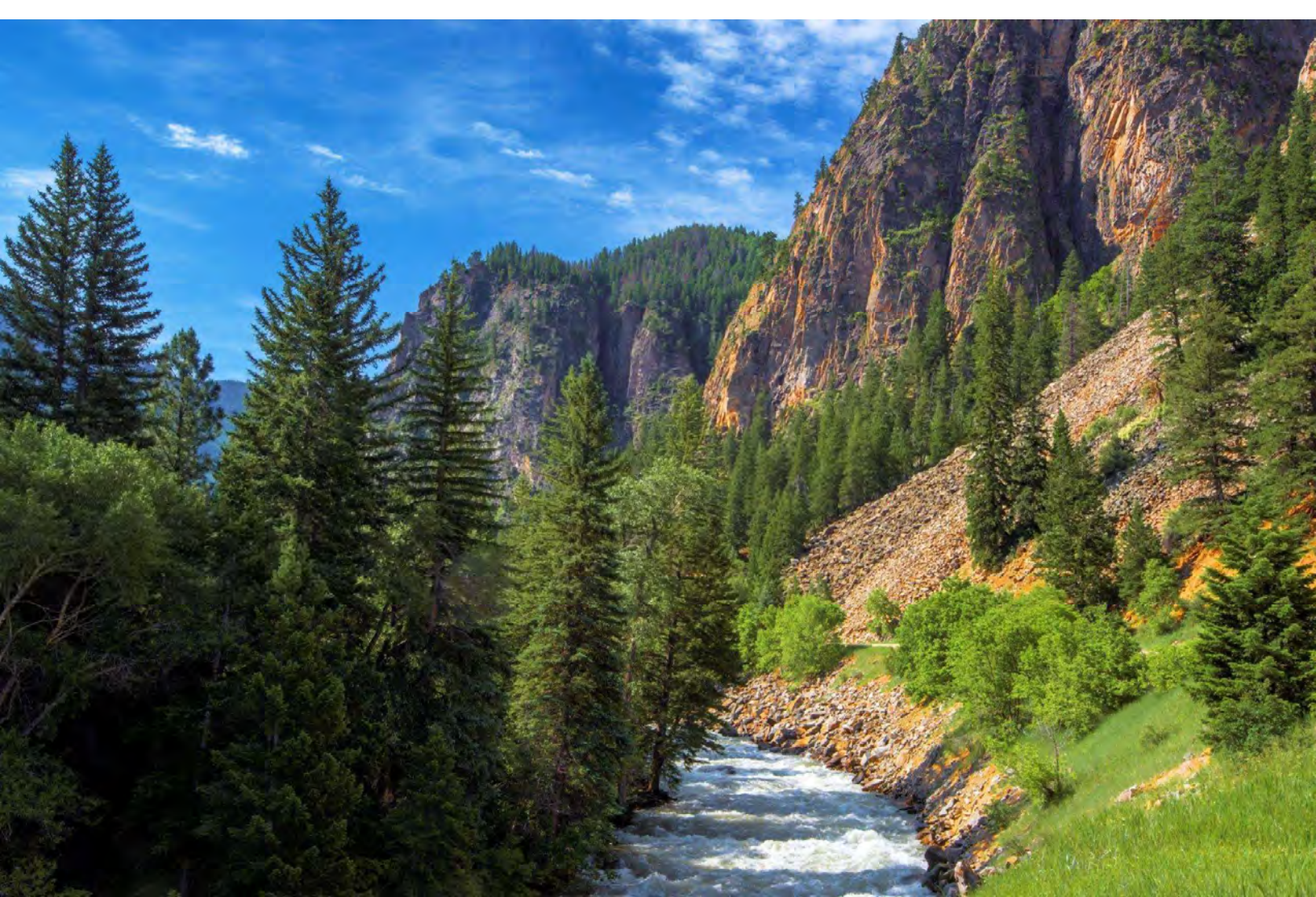
Jacob Bornstein, Wellstone Collaborative Solutions

04/26/2023

Date

ATTACHMENT A:
Scope of Services

DESCRIPTION OF SERVICES. The CONTRACTOR will complete the scope of work described in the attached proposal.



Crystal River Wild & Scenic Feasibility Collaborative Facilitator Proposal

Submitted by:



Wellstone
Collaborative
Strategies

Letter of Interest

Dear Selection Committee,

This unique and contentious opportunity to consider a wild and scenic river in Colorado deserves a team with a proven track record in handling some of the most contentious water issues and renowned expertise in public engagement. Better yet, it should bring a team with a local connection to the Crystal River. We are excited to be considered in serving this role.

Jacob Bornstein and Wendy Lowe bring more than fifty years of combined experience working on some of the most contentious water and natural resource issues in Colorado and the West. Jacob began his 13 years solely focused on Colorado and Western water issues right in the Roaring Fork Valley as the Land and Water Conservation Director for the Roaring Fork Conservancy and culminating in being the primary author and facilitator for Colorado's 2015 Water Plan. Since he began consulting in 2016, he's continued to work on Colorado water issues at the local and state level as well as other large scale and contentious environmental and natural resource projects. These range from Denver's Climate Action Plan to the Colorado Private Lands Conservation Plan. Jacob has also worked on a range of social sector projects, most notably in affordable housing and behavioral health. This provides added expertise in addressing the need for authentically engaging diverse and underrepresented voices. Jacob specializes in contentious stakeholder engagement environments.

Wendy equally brings a breadth and depth of experience, facilitating dozens of natural resource projects. She is also a world-renowned expert in public participation and engagement, serving as one of the primary trainers for the International Association for Public Participation. She is deeply dedicated to practicing in accordance with IAP2's Core Values, Code of Ethics, and Commitment to Equity. As a former board member, she led the Task Force that created and piloted the Professional Certification Program for public participation. She has helped hundreds of facilitators across the world grapple with difficult projects and brings that deep experience to this important effort.

While Wendy and Jacob each own their own Colorado businesses, P2 Solutions and Wellstone Collaborative Strategies, we believe joining forces will provide a stellar team to support the Crystal River Wild and Scenic River Feasibility Collaborative.

As you will see in our proposal, we suggest an approach that builds shared priorities and evaluates alternatives against those aims. We combine this with strong facilitation of the Steering Committee and broad engagement through two interactive summits and a survey. We know this issue has been contentious for decades, so we have our eyes wide open. Still, we believe that our combined skill sets will successfully yield buy-in and consensus for a set of solutions that protects both existing water users and one of Colorado's last undammed rivers.

Sincerely,

Wendy Lowe & Jacob Bornstein



Wellstone
Collaborative
Strategies

Project Needs

Obtaining designation for inclusion in the National Wild and Scenic Rivers System is a somewhat complicated process. The first step entails demonstrating the rivers “eligibility” – an evaluation which examines the area between one-quarter of a mile of the high-water mark on both sides of a river for outstandingly remarkable values as defined by the Wild and Scenic Rivers Act. The next step entails evaluation for suitability, again meeting criteria defined in enabling legislation. Initiation of the second phase requires strong local interest or support and Congressional action. Although the Forest Service has pursued evaluation of the Upper Colorado River sections evaluated in 2002, it has not yet embarked on consideration of the Crystal River segments for suitability.

The Crystal River has passed the first step in the designation process. In 2002, a Final Environmental Impact Statement was prepared by the US Forest Service that evaluated all rivers within the boundaries of the White River National Forest. The EIS documents that four segments of the Crystal River met the criteria for eligibility, along with segments of Deep Creek, the Colorado River, the South Fork of the White River, and Cross Creek met eligibility criteria.

Collaborative Stakeholder Processes

Collaborative stakeholder processes are our specialty. As conceived by the Crystal River Wild and Scenic Feasibility Collaborative, a stakeholder and public dialogue process is needed to evaluate community interest in pursuing lasting protection for the Crystal River. A multi-phase process will likely entail formation of a stakeholder group to

Project Context

From its headwaters in the Maroon Bells-Snowmass Wilderness and White River National Forest to Carbondale, Colorado, it is easy to imagine that the Crystal River was named in honor of its crystal-clear waters and scenic setting. It begins where the North Fork Crystal River and South Fork Crystal River converge and flows east towards Crystal Mill and Marble before heading north along Highway 133, going through the Redstone Historic District area. Tributaries include Thomas Creek, Nettle Creek, Avalanche Creek, East Creek, Coal Creek, Hawk Creek, Hayes Creek, Big Kline Creek, Chair Creek, Yule Creek, and Lost Trail Creek. After approximately 40 miles, the free-flowing Crystal River flows into its first major agricultural diversion at the Sweet Jessup headgate before flowing into the Roaring Fork.

The valley's residents, multigenerational family ranches, and a thriving aquatic and riparian ecosystem depending on the clean water flowing through the Crystal.

For four decades, some residents have been interested in seeking designation for protection of the Crystal River under the Wild and Scenic Rivers Act. First signed into law by Congress in 1968, the Act preserves rivers with outstanding natural, cultural, and recreational values to preserve their free-flowing condition for the enjoyment of present and future generations. Just over 12,700 miles of 209 rivers in 40 states and Puerto Rico have been designated since 1968. That total is less than one-quarter of one percent of the nation's rivers.

Approximately 107,403 miles of river flow within the boundaries of the state of Colorado. Only 76 miles of the Cache la Poudre River has achieved designation as wild and scenic. That represents less than 1/10th of 1% of the state's river miles.

coordinate the effort and conduct fact finding and information gathering. To ensure success, the selected facilitator must engage the stakeholder group in adopting rules of engagement and meeting protocols to assure that all interested parties are treated with dignity and respect. To be successful, the stakeholder and public engagement process must include a diverse and representative range of perspectives and that processes will allow dialogue around aspirations and concerns. Expertise in river and riparian health and various potential protective designations will likely be needed to help ensure the group is fully informed of legal and technical considerations. Properly designed and facilitated, the process will bring all views to the table, including those that have been underrepresented in the past, to discover a fulsome range of perspectives upon which to build shared understandings and agreement around goals and strategies that all can support.

In most collaborative processes we use an interest-based planning approach. We work to clearly articulate the *Status Quo Scenario* and the *Ideal State Scenario*. The *Status Quo* articulates what would happen over the next 15 to 30 years if we continue on our current course. This highlights for the group the major challenges and concerns about the future. The *Ideal State* focuses on envisioning what in the world is different as a result of our decisions today in 15 to 30 years. We focus not on solutions, but on stakeholders' shared interests for the future. We can then develop these into criteria for identifying the best paths forward and ultimately in identifying a set of shared priorities among the group that addresses the core challenges identified in the Status Quo Scenario. The shared priorities serve as measurable goals for what should be accomplished. We find that this approach helps bring people together, ensures an informed path forward, and ultimately leads to consensus. See the next section for some other ingredients to overcome conflict and reach consensus in these types of projects.

Conflict Management and Resolution

This is not the first time consideration has been given to the idea of seeking designation for the Crystal River. It is known that diverse perspectives exist and as a result, the potential for conflict will exist. Private landowners along the riverway are opposed to the involvement of the federal government and fear the possibility of encroachment on their private property rights. Widespread and increasing distrust of government, particularly the federal government, bolster that concern. Ongoing concerns about drought, climate change, and decreasing water supplies in the entire Colorado River basin contribute to concerns about water rights and how river protection might impact water adjudication challenges. Fears of development add to the potential for conflict.

The best prevention is to create an environment where differences of opinion are examined with curiosity, with a goal of understanding each unique viewpoint. A collective understanding,

informed by each contribution, and a commitment to respectful dialogue will prevent conflicts and help resolve them when they do arise.

In order to build not only consensus, but also broad implementation buy-in, a high integrity process that adheres to the tenants of contentious processes is vital (Bornstein & Gerzon, 2018). Based on research and our own experience, it takes several factors to keep a group of stakeholders productively at the table, especially if the topic and path forward is contentious.

These components include:

1. Relationship building that allows people to more actively listen and understand diverse perspectives.
2. A data informed process that ensures solutions are geared toward meeting the needs where they are greatest and based on shared factual understandings.
3. Developing a final package of solutions that incorporates the vision of all the stakeholders.
4. A high-integrity and inclusive process with a clear path forward.
5. External political and public pressure that keeps people at the table during a time-bound process.

We will work to incorporate each of these elements into our approach.

Natural Resource Management Issues

As the selection committee is aware, natural resource management is often a balance of priorities across stakeholders and uses. To demonstrate some of our expertise in natural resource management, we wanted to share some initial thoughts on the Crystal River. In the case of the Crystal River, several sometimes competing uses are at play: environmental, agricultural, municipal, and recreational.

- **Environmental Uses:** The Crystal River and adjacent lands are home to a diverse set of aquatic and terrestrial plant and animal species. Many of these species depend on flushing flows in the spring and minimum flows in the late summer, fall, and winter. For the Crystal River, the instream flow water right held by the Colorado Water Conservation Board provides some protection for aquatic life.
- **Agricultural & Municipal Uses:** At the same time, the Crystal River is an important water source for both agricultural production and municipal water supplies. We recognize that agricultural water users are concerned about impacts to their water rights. For instance, there is concern that historical consumptive use may be impacted by management decisions or federal designation. Pitkin County, the Colorado Water Trust, and Cold Mountain Ranch just renewed an arrangement to support additional flows in the lower Crystal during low flow months, demonstrating the ability to overcome

challenges. If stakeholders are interested in creative solutions, in addition to shifting the timing of diversions, there are statutory protections in Colorado that could be applied to ensure protection of consumptive use when under a water conservation plan and there are further opportunities to maintain or even increase consumptive use while also reducing diversions through efficiencies. As indicated in the *Private Lands Conservation Plan* Wellstone Collaborative Strategies is finalizing this year, conservation easements can be an additional tool if written well to both protect agricultural production as well as allow flexibility to meet diverse water needs. Land trusts like Palmer Land Conservancy have been pioneering this effort.

- **Recreational Uses:** Last, but not least, are recreational uses. Primary river recreation uses include rafting and kayaking as well as fishing. In some cases, there are tensions between different recreational uses as well, as clearly demonstrated concerning reservoir releases in the Frying Pan River up valley.

This work also happens within the context of intensified Colorado River negotiations due to historically low water levels. Concerns about curtailment, whether voluntary or not, will likely weigh on the minds of stakeholders and there will likely be a need to understand federal designation or alternatives in the context of the strains on the Colorado River system.

Natural resource management inevitably also deals with a mix of public and private land and water managers and a host of laws and regulations that are often complex if not opaque. Frustration often arises when agencies are not clear about needs and these can seem to shift. Staff may be unavailable or not at the right level to make decisions and delays in getting answers can be aggravating to stakeholders. In this case, we've already mentioned several stakeholders who have a role in managing the Crystal River and the surrounding landscape: municipalities, counties, private landowners, land trusts, the Colorado Water Trust, and the state. Legal agreements, rules, regulations, stipulations, and statutes will all have a role to play in understanding the opportunities, ramifications, and limitations of wild and scenic designation as well as any alternatives. The federal government and particularly the U.S. Forest Service will also play a critical role in helping understand the potential impact of designation and any alternatives as it relates to protections in the White River National Forest.

While working for the Roaring Fork Conservancy, running the Colorado Watershed Network, and managing the basin roundtable and Interbasin Compact Committee (IBCC) process for CWCB, Jacob worked with stakeholders to balance natural resource management and explore win-win-win opportunities. In the final set of negotiations for Colorado's 2015 Water Plan, Jacob facilitated the IBCC, reaching consensus from conservative ranchers in NW Colorado to progressive environmentalists in Boulder. Denver Water, the River District, Northern Water

Conservancy District, and many others signed off as well. Both Jacob and Wendy routinely manage large- and small-scale processes grappling with challenging and contentious natural resource issues.

Team Qualifications

With over three decades experience, Wendy routinely manages large- and small-scale public and stakeholder engagement programs within approved budgets and on schedule to meet client objectives, many on highly controversial issues. She has worked for federal, state, and local governments on topics ranging from radioactive waste management to biomass utilization and sensitive species conservation to livestock grazing. She achieved the status of Certified Professional Facilitator under the auspices of the International Association of Facilitators in 2006 and has been recognized as a Certified Public Participation Professional by the International Association for Public Participation (IAP2) since 2018. She has also been on the U.S. Institute for Environmental Conflict Resolution's roster of environmental facilitators since 2001. She is also licensed by IAP2 to deliver its 5-day foundations training in how to plan and implement effective public participation and trains approximately 200 people a year. A skilled facilitator, she specializes in creating collaborative spaces and empathetical, respectful processes to explore diverse perspectives.

Jacob is a leader in stakeholder engagement and collaborative strategy in the public and nonprofit sectors. Some of the project topics he's led at the local, state, and national levels include affordable housing, climate, climate justice, outdoor recreation, environmental conservation, water policy, behavioral health, Medicaid, education, and firearm death and injury. He is the Principal of Wellstone Collaborative Strategies, and a founding board member of the Civic Consulting Collaborative. After 22 years working with businesses, state and local government, nonprofits, and foundations, he specializes in uncovering the invisible threads that bind diverse and divergent stakeholders together to solve a challenge. Prior to consulting, Jacob was focused on western water for nearly a decade and half. This included serving as executive director of the Colorado Watershed Network and developing and facilitating Colorado's Water Plan for the Department of Natural Resources.

Proposed Approach

We propose an interest-based approach that brings together the Steering Committee and stakeholders over a series of meetings and summits. Our version of interest-based collaborative strategy is grounded in several dozens of projects in highly contentious environments. We first work to build a shared vision of the future. This isn't "what" we will *do*, but what the ideal future looks like as a result of our work together. We contrast that with the Status Quo Scenario. In this scenario, we indicate what the future is likely to look like without any further action. This highlights challenges in a way that doesn't put stakeholder on the defensive and allows them to talk about these together. We then work to bridge the gap through strategy. Wild and scenic designation is one strategy to achieve the ideal state. We will test it against the shared priorities along with other alternatives. In the end, we expect a package of solutions that ensures that the core needs of each stakeholder at the table is met, even if not all their wants are. Together this package will be a conceptual consensus-based framework to protect the Crystal River moving forward and keep stakeholders whole. We've found that this approach yields consensus, especially if paired with the elements of successful processes indicated in the conflict Collaborative Stakeholder and Conflict Management Resolution sections.

Building upon the foundation of membership in the Crystal River Wild and Scenic Feasibility Collaborative, it is expected that a Steering Committee will be formed to conduct the work over the next year. The Steering Committee will be chaired by the local government members representing Pitkin County, Gunnison County, the Town of Marble, and the Colorado River Water Conservation District. It is expected that rest of the membership in the Steering Committee may be somewhat fluid initially to allow people not already involved to join, bringing as diverse a mix of perspectives as possible. To solicit values, aspirations, and concerns for incorporation into the Steering Committee's work, two community summits are planned. And immediately following the summits, two community surveys will be conducted to provide a voice for people who are not willing or able to participate otherwise. To supplement this overall process, listening sessions may be designed to solicit input from any key stakeholder perspectives, including under-represented voices are brought in.

Practically, this means that in the first year we will facilitate eleven monthly meetings of a Steering Committee, two community summits, and two rounds of community surveys and listening sessions. The summits, surveys, and listening sessions will be scheduled to support and inform the work of the Steering Committee. Agenda planning, meeting preparations, making necessary arrangements for expert presentations, facilitation, and meeting

documentation will be provided for all events in cooperation with the chairs of the Steering Committee and American Whitewater.

Nine of the steering committee meetings would be conducted online using Zoom. Proposed meeting objectives of the Steering Committee meetings are as follows:

- Kickoff Meeting with Steering Committee (in person) to begin the process of creating a shared vision for the future of the Crystal River and to support team building, develop and discuss and agree on meeting protocol, including decision making and conflict management processes.
- Meeting 2 to consider stakeholder perspectives (who needs to be in the room and who is missing) and what to do about missing voices for a fully collaborative process for envisioning the future.
- Meeting 3 to discuss plans for Community Summit 1, brainstorm who to invite, and begin drafting questions for Survey 1.
- Meeting 4 to review final plans for Summit 1 and agree on how to welcome new voices to the conversation
- Meeting 5 to discuss Summit #1 outcomes, refine the ideal and status quo scenarios, begin developing criteria based off this, and refine plans for community survey
- Meeting 6 to finalize criteria, discuss the results of Community Survey 1, and develop list of experts to invite to participate in Summit 2
- Meeting 7 to discuss plans for Community Summit 2
- Meeting 8 to continue planning for Summit 2 and Survey 2.
- Meeting 9 to discuss Summit 2 and finalize plans for Community Survey 2.
- Meeting 10 to discuss the results of Community Survey 2 and evaluate options in combination that best meet the criteria.
- Meeting 11 to draft a conceptual agreement about the best package of solutions and design the ongoing Steering Committee (to include representation of all perspectives) including meeting protocols (ground rules, decision making methods, conflict management methods)

In order to provide an opportunity for a broader cross-section of interested community members and stakeholders in the process of considering how to offer lasting protections for the Crystal River, we also propose two ½ day community summits. The summits would invite larger numbers of people to join key discussions and provide input to the Steering Committee.

A preliminary agenda for the first community summit, to be held in May 2023. Proposed objectives for the session would include:

- Welcome the broader community and provide an orientation to the Steering Committee and its statement of purpose
- Invite all to introduce themselves and share why they are interested in the conversation
- Define the Challenge: What should the community do to protect the Crystal River into the future?
- Participate in discussions about what the Crystal River means to our community, past, present, and future, including questions like:
 - What is most important or valuable to you about the Crystal River at this time?
 - What are your aspirations for the future of the Crystal River?
 - What are your biggest concerns about the Crystal River into the future?
- Share plans for moving forward, including management options to be explored
- Solicit suggestions for enhancing the planned approach using questions like:
 - What additional alternatives should be given consideration (beyond Wild and Scenic designation)
 - What criteria should be used to evaluate the various alternatives
 - Who needs to be included in this process going forward for us to consider the entire community's interests and concerns? In particular - looking around the room, who is missing?
- Discuss how the "best approach" should be identified and criteria for evaluating the alternatives

A preliminary agenda for the second community summit to be held in the month of September would include the following proposed objectives:

- Welcome the broader community and share the work conducted to date
- Receive presentations from experts on alternative approaches that could be taken to offer lasting protections for the Crystal River, including designation as a Wild and Scenic River
- Ask questions of the panelists
- Evaluate the alternatives using the criteria developed at Summit #1
- Participate in a facilitated dialogue about the results and next steps

It is expected that the Steering Committee will want to hear from an even broader cross-section of the community, including people whose lives prevent more active participation.

Accordingly, we propose to design and conduct two community surveys to solicit input from interested community members who are not able to attend the community summits. If necessary to hear from under-represented perspectives, we will also design and support

listening sessions in and around the towns of Crystal, Marble, Redstone, Carbondale, and the counties of Pitkin and Gunnison with additional targeted perspectives.

Prior Experience on Similar Projects

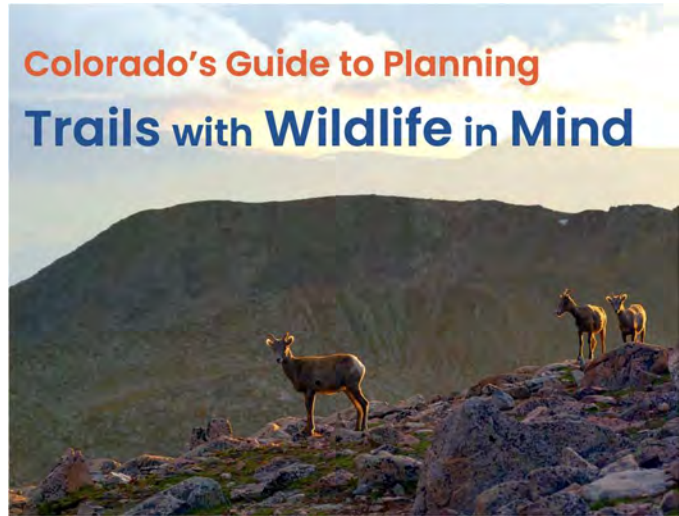
Natural Resource Management Public Engagement & Facilitation Projects

Jacob and Wendy have extensive experience working on public engagement and facilitation projects focused on natural resource management. Recent relevant examples include:

Western Slope Perspectives on Colorado River Demand Management: Jacob was hired by the Colorado Water Conservation Board to reach out to local governments, producers, related businesses, chambers of commerce, and other stakeholders to understand perspectives on the Western Slope on how to best reduce consumptive water use to prevent curtailment of the Colorado River. While the resulting findings are confidential, Jacob found a path forward for demand management that would be acceptable to a broad range of stakeholders on the Western Slope through a series of interviews and regionally-based listening tours.

The voluntary and compensated curtailment of consumptive use (demand management) is one of the most controversial topics in Colorado Water. Overcoming the emotional angst associated with the topic in order to get to possible solutions was a huge challenge. Jacob was able to overcome this by taking the following steps. First, interviews were conducted with a broad range of stakeholders to understand the perspectives in a safe setting. These thought leaders were tapped to help bring together diverse stakeholders region by region. We also reached out to each of the Basin Roundtable Chairs, the Colorado River Water Conservation District, the Southwest Water Conservation District, and other key water leaders to let them know what was happening to ensure that there were no surprises and that we had their buy-in into the process. We ensured that across the regions of the Western Slope we had adequate representation of small, medium, and large communities, counties, water-adjacent businesses, agricultural producers, and other water users and interests. This meant a diverse range of perspectives in each region which allowed for productive conversations and opened doors to exploring new territory.

Trails with Wildlife in Mind: Jacob was hired by Colorado Parks and Wildlife to develop the guidance for trails while keeping wildlife in mind. The report is published on CPW's website and is available [here](#). Jacob facilitated a Task Force made up of federal, state, and local land managers and engaged diverse stakeholders. This included groups serving underrepresented and under-resourced communities. At the outset of the project, CPW told us that consensus would be impossible. However, by the end of the



process we reached enthusiastic support from each member of the Task Force. To achieve this, Jacob relied on the framework he developed after facilitating Colorado's 2015 Water Plan. He uses it high-conflict projects. The elements include 1) ensuring a high-integrity process that honors the voices of the stakeholders, 2) engender strong relationships among stakeholders, 3) ensure a data-driven approach, 4) develop a final package of solutions that meets everyone core needs, and 5) keep people at the table through strong leadership and a time-bound process.

Santa Susana Field Laboratory Programmatic Agreement: Under contract with the US Department of Energy, Wendy facilitated formal and informal consultations with Native American tribes with ancestral ties to the Santa Susana Field Laboratory. She facilitated a Tribal Consulting Parties group that advised the US Department of Energy during development of a Programmatic Agreement prepared in compliance with the National Historic Preservation Act. The Programmatic Agreement includes stipulations for avoiding, minimizing, and mitigating impacts on cultural resources (including culturally relevant natural resources) and archaeological sites that could be impacted by site cleanup. The Tribal Consulting Parties group includes representatives of one federally recognized and five state recognized tribes with ancestral ties to the site. The site of the cleanup has been declared a Sacred Site and a Traditional Cultural Property by the Federally recognized tribe. She also facilitated another group of consulting parties, including local historians, biologists, and archaeologists who were also informing the development of the Programmatic Agreement. Challenges included navigating challenging legal requirements while respecting indigenous cultural traditions. Wendy is highly skilled at respectful processes with Native Americans and always strives to ensure all participants are treated respectfully.

Other Relevant Experience

The attached table provides brief descriptions of numerous projects facilitated by Jacob Bornstein and Wendy Lowe demonstrating experience and capabilities with relevance to the services sought. The table illustrates their experience working in various aspects which will be of relevance to the Crystal River effort, including:

- Designing and facilitating stakeholder and community engagement programs
- Conducting strategic planning
- Working on projects addressing natural resources and/or outdoor recreation issues
- Working knowledge of water rights issues, including Colorado water rights,
- Bringing necessary subject matter expertise in to support collaborative processes
- Working with groups of all sizes (ranging from ten to 700 participants, depending on the project needs)
- Addressing the specific requirements associated with areas with sensitive protected area designations
- Engaging with underserved communities.

One page bios for both Jacob Bornstein and Wendy Lowe are also attached.

References

Please notify us prior to contacting references so we can ensure a prompt response.

Fletcher Jacobs, State Trails Program Manager, Colorado Parks and Wildlife, fletcher.jacobs@state.co.us, 720.537.8894 (m). Fletcher was the primary contact for the Trails with Wildlife in Mind project and manages the Trails Program for CPW.

Liz Babcock, Climate Team Manager, City and County of Denver, Elizabeth.babcock@denvergov.org, (773) 263-8299 (m). Liz was the primary point of contact for the Denver Climate Action Task Force for Denver and leads the climate team for Denver's Office of Climate Action, Sustainability, and Resiliency (CASR).

Jan Brown, retired, formerly with Fremont County, Idaho. janbrown42@gmail.com and 208-881-6338. Jan was Wendy's client for the Western Greater Yellowstone Consortium led by Fremont County, Idaho. The Consortium developed consensus on the Teton View Regional Plan for Sustainable Development to prioritize numerous inter-related efforts to enhance the sustainability and livability of the region. Ms. Lowe provided facilitation and public participation support for the entire project including six distinct public participation efforts. Prior to that position, while Jan served as Executive Director for the Yellowstone Business Partnership, Wendy facilitated two projects for YBP.

Curtis Keetch, District Ranger, White River Forest, curtis.keetch@usda.gov, 307-745-2440 (o) and 970-366-0669 (m). Curtis is currently on a 4-month detail as Deputy Forest Supervisor for the Medicine Bow-Routt National Forest and Thunder Basin National Grassland in Laramie, WY. Curtis was a participant in the Upper Snake Sage Grouse Local Working Group, facilitated by Wendy for the Idaho Department of Fish and Game. The Local Working Group reached consensus on a conservation plan for sage grouse which was approved by 45 contributing authors, including Curtis.

Budget

Jacob Bornstein of Wellstone Collaborative Strategies and Wendy Lowe of P2 Solutions propose to conduct the work described in our approach for \$50,000. That budget allows \$4000 in travel costs and the balance in labor. Our standard hourly rate is \$200 an hour. This proposed budget is based on the following assumptions:

- We will plan, facilitate, and document 11 monthly meetings for the Steering Committee
- We will plan, facilitate, and document two community summits for broader community engagement
- We will design and conduct two community surveys inviting input from community members not willing or able to participate in the Steering Committee and/or the community summits
- We will provide ongoing communication and coordination support to the extent possible within the approved budget
- We will conduct nine of the Steering Committee meetings online
- Two of the Steering Committee meetings (likely the first and last meetings) and the two community summits would be facilitated in person
- Travel expenses will not exceed \$4,000
- No other costs are included
- Implementing the scope of work as described above will not require more than 230 hours
- Meeting venues will be provided
- Expenses associated with bringing expertise to Steering Committee or summit meetings is not included.

Relevant Experience

This table provides brief descriptions of numerous relevant projects to provide the selection team a sense of the breadth and depth of our experience for work similar to the needs of the Crystal River Wild and Scenic Feasibility Collaborative Facilitator. In addition, one page resume summaries are included.

Project Summary	Lead	Client	Stakeholder/ Community Engagement	Strategic Planning	Natural Resource / Outdoor Recreation	Water Rights Issues	Subject Matter Experts in Collaborative Processes	Dexterity with Groups of All Sizes	Sensitive Protected Area Designation	Engagement with Underserved Communities
Colorado’s Water Plan. Developed and managed stakeholder process and facilitated statewide committee and 9 regional groups to consensus on actions for the water plan. Managed all content of the plan and was lead author for ½ of it.	Jacob	Colorado Water Conservation Board	✓	✓	✓	✓	✓	✓	✓	✓
Colorado’s Private Lands Conservation Plan. Facilitated consensus-building focused on conservation of private lands, climate resiliency, and JEDI (justice, equity, diversity, & inclusion) principles	Jacob	Keep It Colorado	✓	✓	✓	✓	✓	✓		✓
Pacific Crest Trail Strategic Plan. Launching plan across the entirety of the Pacific Crest Trail and for the association and forest service.	Jacob	Pacific Crest Trail Association	✓	✓	✓		✓	✓	✓	✓
Trails with Wildlife in Mind Facilitated task force and developed guide for how to balance trail development and wildlife.	Jacob	Colorado Parks and Wildlife	✓	✓	✓		✓	✓	✓	✓
Denver Climate Action Plan. Task Force facilitation, community engagement, and plan development, including how to fund the plan through a sales tax that was adopted by voters.	Jacob	City & County of Denver: Climate Action, Sustainability, and Resiliency Office	✓	✓	✓		✓	✓		✓

Project Summary	Lead	Client	Stakeholder/ Community Engagement	Strategic Planning	Natural Resource / Outdoor Recreation	Water Rights Issues	Subject Matter Experts in Collaborative Processes	Dexterity with Groups of All Sizes	Sensitive Protected Area Designation	Engagement with Underserved Communities
Southwest Water Conservation District Strategic Plan. Facilitated board, staff, and stakeholders in developing strategic plan	Jacob	Southwest Water Conservation District	✓	✓	✓	✓	✓		✓	
Western Greater Yellowstone Consortium. Facilitated consortium meetings and all public involvement in interrelated efforts during development of the Teton Regional Plan for Sustainable Development	Wendy	Four-county consortium led by Fremont County, Idaho	✓	✓	✓			✓	✓	✓
Western Slope Perspectives on Demand Management. Stakeholder engagement to understand perspectives on how to reduce consumptive water use on the Colorado River	Jacob	Colorado Water Conservation Board	✓	✓	✓	✓	✓			✓
Affordable Housing & Behavioral Health Transformational Task Forces. Resulted in prioritized and strategic spending on over \$1B in investments	Jacob	Colorado General Assembly	✓	✓			✓	✓		✓
Alliance of Nurses for Healthy Environments. Led strategic planning and climate change theory of change development	Jacob	Alliance of Nurses for Healthy Environments	✓	✓	✓		✓			✓
Energy Water Nexus. Facilitated two-day workshop convened to bring researchers from Idaho National Laboratory, research universities, and federal and state agencies to identify and prioritize research needs related to energy and water impacts of climate change in the Pacific Northwest	Wendy	Idaho National Laboratory	✓	✓		✓	✓	✓		
Idaho Wildlife Summit. Designed and facilitated 3-day summit attended by 650 stakeholders focused on wildlife	Wendy	Idaho Department of Fish and Game	✓		✓		✓	✓		✓

Project Summary	Lead	Client	Stakeholder/ Community Engagement	Strategic Planning	Natural Resource / Outdoor Recreation	Water Rights Issues	Subject Matter Experts in Collaborative Processes	Dexterity with Groups of All Sizes	Sensitive Protected Area Designation	Engagement with Underserved Communities
conservation, featuring expert presentations, dialogue, and key-pad polling										
Sage Grouse Local Working Groups. Facilitated five different groups to consensus on conservation plans for sensitive species	Wendy	Idaho Department of Fish and Game	✓		✓		✓	✓		✓
Steens Mountain Advisory Council. Facilitated board providing consensus advice related to recreation, wilderness, wildlife, wild horse, and water management in planning area surrounded by a vibrant agricultural community with a designated wilderness area and the Donner und Blitzen Wild and Scenic River	Wendy	Bureau of Land Management	✓		✓		✓	✓	✓	
Vegetation Restoration Forum. Facilitated two-day summit addressing vegetation treatments on the Grand Staircase-Escalante National Monument, including expert panel and field trip	Wendy	Bureau of Land Management	✓		✓		✓	✓	✓	
Western Wyoming/ Eastern Idaho Biomass Utilization Group. Facilitated collaborative group on community-based strategy for utilizing biomass resulting from mechanical forest restoration treatments on public land	Wendy	US Forest Service and others	✓	✓	✓		✓	✓		
Colorado Watershed Network. Served as Executive Director	Jacob	Colorado Watershed Network	✓	✓	✓	✓				
Department of Transportation and Infrastructure Advisory Board. Facilitating advisory board approved by voters to advise Denver's transportation and infrastructure policies	Jacob	City & County of Denver: Dept. of Transportation and Infrastructure	✓	✓			✓			✓

Project Summary	Lead	Client	Stakeholder/ Community Engagement	Strategic Planning	Natural Resource / Outdoor Recreation	Water Rights Issues	Subject Matter Experts in Collaborative Processes	Dexterity with Groups of All Sizes	Sensitive Protected Area Designation	Engagement with Underserved Communities
Eastern Idaho Aspen Working Group. Facilitated consensus to identify areas in need of restoration, consider treatment alternatives, and prioritize restoration projects	Wendy	Idaho Fish and Game and US Forest Service	✓	✓	✓		✓			
Groundwater U. Designed and facilitated education program designed to increase public knowledge about groundwater, groundwater contamination, and remediation alternatives	Wendy	US Department of Energy	✓		✓		✓	✓		
Soil Treatability Investigation Group. Facilitated stakeholder group overseeing investigation of options	Wendy	US Department of Energy	✓		✓		✓	✓		
West by Northwest: Carnivores and Connectivity. Facilitated workshop to identify and prioritize linkage habitats for large carnivores (grizzly and black bear, wolf, wolverine, and mountain lion) and agree on how to work together across jurisdictional boundaries, to better protect linkage areas	Wendy	Wildlife Conservation Society		✓	✓		✓		✓	
Wildlife Refuge Friends Group Retreat. Facilitated three day retreat for Friends Groups from 14 National Wildlife Refuges in Idaho, Washington, Oregon, California, and Nevada	Wendy	US Fish and Wildlife Service	✓		✓			✓	✓	
Biodiversity & Rural Land Use Design Team. Facilitated development of credits for inclusion in green building certification system for Greater Yellowstone area	Wendy	Yellowstone Business Partnership	✓		✓				✓	
Boulder Open Space Agricultural Program. Facilitated listening sessions to solicit input on agricultural leasing program lease rates and lease renewal process	Wendy	Boulder Open Space & Mountain Parks Department	✓			✓		✓		

Project Summary	Lead	Client	Stakeholder/ Community Engagement	Strategic Planning	Natural Resource / Outdoor Recreation	Water Rights Issues	Subject Matter Experts in Collaborative Processes	Dexterity with Groups of All Sizes	Sensitive Protected Area Designation	Engagement with Underserved Communities
Idaho National Laboratory Citizens Advisory Board. Facilitated consensus board developing advice related to cleanup program addressing radioactive and hazardous contamination	Wendy	US Department of Energy	✓				✓			✓
Island Park Sustainable Fire Community. Facilitated collaborative working group developing strategic priorities related to fire-adapted communities near Yellowstone National Park, response to wildfire, and resilient landscapes	Wendy	US Forest Service and others	✓	✓				✓		
Landowner Appreciation Program. Solicited input from private landowners whose property provides habitat for game species	Wendy	Idaho Department of Fish and Game	✓		✓			✓		
Portneuf Watershed Advisory Group. Facilitated consensus advice during the revision of the Total Maximum Daily Load (TMDL) for the Portneuf River sub basin	Wendy	Idaho Environmental Quality	✓			✓				✓
Programmatic Agreement. Facilitated six Tribes through process to develop Programmatic Agreement in compliance with the National Historic Preservation Act to protect natural and cultural resources during environmental cleanup in a Sacred Site	Wendy	US Department of Energy	✓						✓	✓
Sodium Reactor Experiment Accident Symposium. Designed and facilitated symposium sharing expert opinion about a historical reactor meltdown and impacts of the accident	Wendy	US Department of Energy	✓				✓	✓		



Jacob Bornstein

Project Lead

Years of Experience: 22

Areas of Expertise

Adaptive Strategic Planning
Facilitation
Stakeholder Engagement
Community Engagement
Youth Supports
Organizational Development
Natural Resources
Climate Change
Health Systems
Behavioral Health
Process Design
Impact investing
Team Management
Qualitative Analysis
Quantitative Analysis

Education & Certifications

M.S. in Biology from the
University of Massachusetts, 2003
B.S. in Philosophy, minor in
physics from Hampshire College,
1998
Community Learning Model
certification, Civic Canopy, 2019
Certified Project, Wet, Wild and
Learning Tree Facilitator, 2006
Certified Six Sigma Black Belt
(scientific & stat methods), 1999

Summary

Jacob is a leader in stakeholder engagement and collaborative strategy in the public and nonprofit sectors. Some of the project topics he's led at the local, state, and national levels include affordable housing, climate, climate justice, outdoor recreation, environmental conservation, water policy, behavioral health, Medicaid, education, and firearm death and injury. He is the Principal of Wellstone Collaborative Strategies, and a founding board member of the Civic Consulting Collaborative. After 22 years working with businesses, state and local government, nonprofits, and foundations, he specializes in uncovering the invisible threads that bind diverse and divergent stakeholders together to solve a challenge. Prior to consulting, Jacob was focused on western water for nearly a decade and half. This included being the executive director of the Colorado Watershed Network and developing and facilitating Colorado's Water Plan for the Department of Natural Resources.

Selected Relevant Project Experience

Colorado's Private Lands Conservation Plan: Led the team that extensively worked with stakeholders to develop the plan through consensus for the land trust community and its partners. The work ensured that two major elements were incorporated into the plan: JEDI (justice, equity, diversity, and inclusion) as well as climate resiliency.

Trails with Wildlife in Mind: Led a team that facilitated a task force of land managers at the local, state, and federal levels to develop guidance for how to best balance recreational trails with wildlife. The work also included significant stakeholder engagement, including organizations that support people of color in the outdoors.

Denver Climate Action Task Force and Public Engagement: Project lead and facilitator to develop Denver's 2020 climate action plan, which includes mitigation, adaptation, and resiliency. This is a 26-member task force using innovative public engagement methods to build the plan. In addition to the action plan, funding mechanisms were recommended, the largest of which was passed by the voters and formed a new climate office and its ability to implement the plan.

Affordable Housing & Behavioral Health Transformational Task Forces: Led a five-member team to facilitate two task forces to transform each of these systems. They included members of the general assembly, the governor's cabinet, and stakeholders. The result was prioritized and strategic spending of over \$1B of investments.

Alliance of Nurses for Health Environments: Jacob led the strategic planning and climate change theory of change development for the Alliance of Nurses for Healthy Environments, a national nonprofit based in Washington, D.C. A significant portion of this work included interviewing national leaders in equity and the environment across the country and bringing their recommendations into ANHEs strategic planning process.

Colorado's Water Plan: Managed and developed the stakeholder process for Colorado's Water Plan. Facilitated the statewide 30+ member committee and reached consensus on the final set of actions for the water plan across the statewide group and nine regional groups. Approximately 375 stakeholders were part of the process and represented interests from oil and gas to recreation and the environment and from cities to agricultural producers. As part of this work, pioneered the first statewide scenario and adaptive plan approach to addressing water needs for all sectors. A central component was adaptation to climate impacts on water resources. This process also incorporated 33,000 public comments and input.



Wellstone
Collaborative
Strategies



Wendy Green Lowe

Owner, P2 Solutions

*PO Box 545, Loveland, CO 80539
(970) 667-1417 (o), (208) 520-5338 (m)*

wendy@p2-solution.com

www.p2-solution.com



Certified Professional Facilitator

Certified Public Participation Professional

Board Member, International Association for Public Participation (IAP2), USA Affiliate

Licensed Trainer, IAP2

Customers

Art Museum of Eastern Idaho
Bonneville County United Way
Bonneville Joint School District 93
Bureau of Land Management
City of Boulder
City of Englewood
City of Fort Collins
City of Longmont
Fremont County, Idaho
Friends of Camas National Wildlife Refuge
Greater Yellowstone Coordinating Committee
Heart of the Rockies Initiative
Idaho Department of Lands
Idaho Environmental Quality
Idaho Falls Chamber of Commerce
Idaho Falls School District 91
Idaho Fish & Game
Idaho Health & Welfare
Museum of Idaho
US Air Force
US Department of Energy
US Environmental Protection Agency
US Fish and Wildlife Service
US Forest Service
Western Greater Yellowstone Consortium
Wildlife Conservation Society
Yellowstone Business Partnership

Education

University of Colorado at Denver, Ph.D.
coursework Graduate School of Public Affairs

Indiana University, Bloomington campus,
Master of Public Affairs

University of California, Santa Barbara,
Bachelor of Arts in Environmental Studies

Advanced training in facilitation, consensus-
building, collaboration, active listening,
conflict management, dealing with outrage

Qualifications

P2 Solutions owner Wendy Green Lowe specializes in providing public participation services for government agencies and non-governmental organizations seeking public input for decision-making processes. She specializes in facilitating respectful collaborative processes to take full advantage of diverse perspectives and designing and implementing public participation programs for controversial public issues.

Ms. Lowe has over 30 years experience in group process facilitation and public participation support. She is also licensed to deliver the International Association for Public Participation's flagship Foundations Training. She has worked professionally in Alaska, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming, and Alaska, and less extensively in several eastern states, the District of Columbia, Canada, and Australia.

Recent Projects

- Designed and facilitated various public participation activities in support of the City of Boulder's Alpine-Balsam area planning process
- Strategic public participation support related to hazardous and radiological cleanup at US Department of Energy's Energy Technology & Engineering Center near Los Angeles, CA, including consultation with six Native American tribes
- Facilitated meeting for City of Fort Collins involving waste haulers to discuss an Interagency Agreement between the City and Larimer County for a new landfill
- Facilitated Advisory Panel and conducted community survey for a place making and wayfinding study for the City of Englewood
- Facilitated a stand-alone meeting for the City of Longmont focused on improving the safety of sky-diving operations at the municipal airport
- Facilitated a three-day retreat for Friends groups associated with 14 National Wildlife Refuges and Fish Hatcheries in Idaho, Washington, Oregon, California, and Nevada.
- Moderated a formal public hearing for the US Department of Interior's Office of Surface Mining Reclamation and Enforcement in Denver, Colorado
- Public involvement support at the Bunker Hill Mining and Metallurgical Complex Superfund Site located in Northern Idaho's Coeur d'Alene River Basin
- Facilitated workshop involving 40 Native American tribes and senior leadership of the US Department of Energy
- Facilitated public processes for the City of Boulder's Open Space and Mountain Parks Department including listening sessions related to agricultural leasing
- Facilitated four-year collaborative process to develop a regional plan for sustainable development for a consortium of four Idaho and Wyoming counties, seven cities, the Bureau of Land Management, US Forest Service, & Yellowstone Business Partnership
- Facilitated public participation process to support identification of long-term solutions to population growth faced by two school districts in eastern Idaho
- Designed and facilitated a three-day Idaho Wildlife summit for 650 people in seven locations to discuss how to leave a wildlife legacy for future generations
- Facilitated Western Wyoming/Eastern Idaho Biomass Utilization Group to develop a collaborative, community-based strategies for implementing economically viable methods for utilizing woody biomass resulting from mechanical forest restoration treatments on public lands in eastern Idaho and western Wyoming
- Facilitated five Sage-Grouse Local Working Groups to consensus on conservation plans for Idaho Fish and Game
- Facilitated listening session on bear baiting in grizzly habitat for Idaho Fish and Game

Follow-up on Budget

Jacob Bornstein <jacob@wellstonestrategies.com>

Fri, Dec 16, 2022 at 10:52 AM

To: Kelly McNicholas Kury <kelly.mcnicholas@pitkincounty.com>, Laura Makar <laura.makar@pitkincounty.com>, wendy <wendy@p2-solution.com>

Hello Kelly and Laura,

Wendy and I very much enjoyed meeting you yesterday and are excited to get this project launched!

We took a careful look at the budget, and agreed to donate any additional travel time, but would like our additional travel expenses covered. When adding an additional five times to come out, for a total of 7 out of 11 steering committee meetings plus another two times for the summits. That adds an additional \$5,000 of hard costs. This includes mileage, hotel, and per diem.

We are hoping that this additional fee can be worked out. Alternatively, we can discuss reducing scope, such as one of the surveys. Another option would be that when the opportunity presents itself, we may be able to head home after the meeting, and can save on hotel expenses.

Lastly, we wanted to discuss scheduling in January to see if a date had already been set. We have a preference for Thursdays in general. That said, the fourth Thursday Wendy is in Salt Lake City for work. We are curious if the 19th would work.

Thank you so much and please let us know if you have any questions, concerns, or see other opportunities to reduce the budget.

All the best,
Jacob & Wendy

Jacob Bornstein, Principal & Owner

Pronoun he, him, hi

[Jacob@wellstonestrategies.com](mailto:jacob@wellstonestrategies.com)

303.704.1869

www.wellstonestrategies.com



Wellstone
Collaborative
Strategies

ATTACHMENT B:
Acceptable Contractor Personnel

CONTRACTOR must provide all work on this contract through the following personnel:

1. Jacob Bornstein
2. Wendy Lowe, P2 Solutions

CONTRACTOR shall assign other personnel or sub-contractors to this contract only upon prior approval of NWCCOG.

Memorandum of Understanding (MOU)
Between NWCCOG and Crystal River Wild and Scenic Feasibility Collaborative Chairs

As of the latest date of execution of the MOU, this MOU is made effective by and between Northwest Colorado Council of Governments (NWCCOG), and the Pitkin County, Gunnison County, the Colorado River Water Conservation District, and the Town of Marble as chairs of the Crystal River Wild and Scenic Feasibility Collaborative.

1. **Purpose.** The purpose of this MOU is to establish roles and responsibilities for NWCCOG to serve as the fiscal agent for stakeholder coordination and facilitation for the Crystal River Wild and Scenic Feasibility Collaborative (W&S Feasibility Collaborative).
2. **Agreement period & termination.** This MOU shall commence as of the latest date of execution of the MOU, and is effective until either party provides written notice of a desire to terminate this MOU. Upon termination, any resources shall be returned to the contributing institution or party, less the fiscal sponsor's fees and approved invoices paid, as agreed to by all parties.
3. **Duties.**
 - a. In support of W&S Feasibility Collaborative, NWCCOG agrees to:
 - i. Serve as a fiscal sponsor for the W&S Feasibility Collaborative at an indirect rate of 4%.
 1. The indirect rate may be revised upon agreement of all parties due to a change in the resources required to complete fiscal sponsor responsibilities.
 - ii. Sign and execute on-time contracts with W&S Feasibility Collaborative consultants.
 - iii. Send out invoices for collection of committed contributions as directed by the W&S Feasibility Collaborative.
 - iv. Process consultant payments based upon terms of invoice.
 - v. Assign NWCCOG and Water Quality/ Quantity Committee (QQ) staff to serve as staff support to W&S Feasibility Collaborative administrative needs as related to the fiscal management of local government contributions (i.e., supplying documents needed to submit grant proposals, accounting and tax requirements of grants, etc.).
 - vi. Maintain ongoing and timely communication with W&S Feasibility Collaborative chairs, administrative support, and consultants.
 - b. W&S Feasibility Collaborative agrees to:
 - i. Submit invoicing requests and amounts to NWCCOG, who will invoice contributors according to its procedures.
 - ii. Approve consultant invoices before payment by NWCCOG.
 - iii. Submit any and all grant reports on behalf of NWCCOG, only after approval from NWCCOG.

- iv. Provide all grant/ contribution details, deadlines, applications, and reports to NWCCOG where NWCCOG action is needed.
- v. Maintain ongoing and timely communication with NWCCOG's Executive Director and QQ program staff.

4. Terms of agency.

a. Contractors.

- i. Any contractors hired are independent contractors with respect to NWCCOG, and not employees of NWCCOG. All contractors hired for W&S Feasibility Collaborative projects funded through NWCCOG must sign a contract with NWCCOG outlining the contractual relationship before NWCCOG will pay an invoice.
- ii. Contractors shall provide offices, computers, telephones, vehicles, and other such necessary equipment, supplies, and personnel to accomplish the successful completion of deliverables.

The parties below sign this MOU effective on the date and year written above.

Alyssa Shenk
Chair, Northwest Colorado Council of Governments Council

Name & Title:
Pitkin County

Name & Title:
Gunnison County

Name & Title:
Colorado River Water Conservation District

Name & Title:
Town of Marble

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Public Health

Action Requested: Other OPHP Application approval

Parties to the Agreement: CDPHE OPHP

Term Begins:

Term Ends:

Grant Contract #:

Summary:

HHS would like to apply for continuation funding for the West Central Public Health Partnership to continue to work on the Public Health Improvement Plan for the region.

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: 9/11/2023

County Attorney Review:

☐

Required

☒

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐

No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/12/2023

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 9/19/2023



Please download this budget as an Excel file to complete it. Upload the completed budget to the PBG mini-RFI Google Form.

Details, explanations and definitions entered as comments in the cells.

OPHP Preventive Block Grant - PRELIMINARY 12 Month Budget

Contractor Name	Gunnison County	Program Contact Name, Title, Phone and Email	Margaret Wacker, WCPHP Coordinator, 970-641-7913, mwacker@gunnisoncounty.org
Budget Period	10/1/2023 - 9/30/2024	Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant, 970-461-7679, jwise@gunnisoncounty.org
Project Name	WCPHP Public Health Project		

Expenditure Categories					
Personal Services Salaried Employees List all salaried personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.) must be included.					
Position Title	Description of Work	Annual	Fringe	Percent of	Requested from
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Personal Services Hourly Employees List all hourly personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.) must be included.					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
WCPHP Coordinator	Coordinates the WCPHP meetings, including Public Health Improvement Plan activities and data gathering activities	\$51.69	\$17.31	143	\$9,867.00
WCPHP Health Grants Coordinator	Coordinates WCPHP Public Health Improvement Plan activities and data gathering activities	\$35.03	\$4.65	709	\$28,133.12
WCPHP Public Health Intern	Intern to assist on regional data analysis and data gathering activities	\$27.60	\$2.20	20	\$596.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Personal Services (including fringe benefits)					\$38,596.12
Supplies & Operating Expenses Include list of all allowable operating expenses. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted. If rent is claimed as direct cost, provide a narrative justification which describes the prescribed policy including the effective date of the policy.					
Item	Description of Item	Rate	Quantity	Requested from	
Office Supplies	\$25/month for printing and other office supplies related to WCPHP activities	\$12.00	12	\$144.00	
Monthly Computer charge	Gunnison County charges \$167/month per laptop. 3 part-time staff included in Community Engagement \$550 stipend for community partners	\$100.00	12	\$1,200.00	
Community Engagement Stipend	\$550 stipend for community partners	\$25.00	2	\$50.00	
Professional Development	Professional development opportunities related to CHAPS process, such as Public Health training	\$100.00	1	\$100.00	
Meeting meals	Regional planning meeting for LPHAs	\$100.00	1	\$100.00	
				\$0.00	
				\$0.00	
Total Supplies & Operating Expenses					\$1,594.00
Travel Include all travel and indicate whether in-state or out-of-state. Include costs for attendance of any mandatory meetings. Include appropriate per diem, mileage or airfare rates or include link to current approved rates.					
Item	Description of Item	Rate	Quantity	Requested from	
Regional Travel	Motor pool costs related to regional travel for Public Health Improvement Planning	\$0.59	622	\$366.98	
Regional Travel	Lodging costs related to regional travel for Public Health Improvement Planning	\$107.60	2	\$215.20	
Travel Meals	Per diem 4 @ \$69/day	\$69.00	2	\$138.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Total Travel					\$720.18
Contractual Include all subcontracts planned to complete the proposed work. This includes, but not limited to, consulting and personal services subcontracts. Restrictions outline in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables.					
Subcontractor Name	Description of Item	Rate	Quantity	Requested from	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Total Contractual					\$0.00
SUB-TOTAL BEFORE INDIRECT					\$40,910.30
Item	Description of Item	Total Amount			
Federally-negotiated indirect cost					
CDPHE-approved indirect cost					
De minimis indirect cost rate	10% de minimus	\$4,091.03			
Total Indirect					\$4,091.03
TOTAL					\$45,001

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Mt Crested Butte Community Service Gr

Action Requested: County Manager Signature

Parties to the Agreement: Town of Mt Crested Butte

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Grant application to fund youth wellness and youth programming.

Fiscal Impact: 5000

Submitted by: Emily Mirza

Submitter's Email Address: emirza@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/11/2023

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 9/1/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/1/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/12/2023



Consent Agenda



Regular Agenda



Worksession

Time Allotted: 0

Agenda Date: 9/19/2023



Community Service Grant Application

This application is to be used for anyone requesting funds from the Town of Mt. Crested Butte. Town Council will review all applications in the fall as part of the budget planning process for the next year.

Application Due Date: September 15, 2023.

Late applications will not be accepted for any reason.

Please email your completed application to Tiffany O'Connell, Town Clerk, toconnell@mtcb.colorado.gov or drop it off at the Mt. Crested Butte Town Hall, 911 Gothic Road during office hours.

Organization Name: Gunnison County Substance Abuse Prevention Project

Mailing Address: 200 E. Virginia Ave, Gunnison CO 81230

Website Address: www.gunnisoncounty.org/gcsapp

Contact Person: Emily Mirza

Email: eimirza@gunnisoncounty.org

Telephone Number: 970-642-7396

Applicant Type:

☐ Non-Profit Organization

☒ Local, State or Federal Organization (private businesses may apply through a local non-profit or governmental agency to serve as the sponsor and administrative unit for managing the contract with the Town)

Proposal Information

Program/Service: Youth Leadership Programming & Youth Wellness

Amount Requested: \$5,000

Total Budget for this Program/Service: _____

Description (provide a brief description of the program/service):

The funding will support Youth Leadership Programming and Youth Wellness.

Youth Leadership Programming provides youth in the community opportunities to build new skills, opportunities to practice the skills so they can be further applied in other settings, and connections to trusted adults. Youth Leadership Programming includes the GCSAPP Youth Coalition that has 6th-12th grade youth from the north and south end of the valley working to address concerns around youth health, safety, pro-social events, and Youth Wellness. Efforts are youth identified and youth led. In addition, programming includes outdoor leadership opportunities with a variety of community partners.

Youth Wellness was created by a group of teens who were concerned about the health and wellbeing of their peers. Through focus groups, teens in the community indicated that they needed access to free, confidential and local mental health services to address stress, anxiety, addiction, relationships, family conflicts, emotional abuse, depression, suicide, school, and more. The program connects youth 12 to 18 in Gunnison County to a local therapist where they can receive up to 4 free sessions. The GCSAPP Youth Coalition meets monthly to manage the Youth Wellness program promotion and social media to help connect their peers to the program. The group of youth are compensated for their time to work on the program. Three local therapists are contracted to provide the sessions.

Funding Impact (If grant funds are not awarded, please let us know the result or impact your organization will face without additional funds)

Youth Leadership Programming and Youth Wellness has previously been funded through the Town of Mt. CB, the Town of CB and the City of Gunnison. GCSAPP will ask for funding from each of the municipalities this fall to continue to support the program.

If funding was not awarded it would limit the amount of therapy sessions provided to young people, access to substance free programming and leadership opportunities. We in a rural community and even with this current programming still have limited access to these services.

Population Served (How many participants are directly impacted or participate in your program or service? How many of your participants are Mt. Crested Butte residents or stay in Mt. Crested Butte?)

Of the leadership programming, youth coalition programming, and youth wellness clients 353 youth participated who lived in the north end of the valley. We do not track duplication of youth attending or their address (CB South, Town of Crested Butte, or Mt. CB).

Justification (Why do you think this program/service should be funded by the taxpayers of the Town of Mt. Crested Butte?)

Youth Wellness helps to fill the need to connect youth to therapy outside of the school day and eliminates the barrier of cost. It reduces the time for a young person to be seen by a therapist. GCSAPP staff respond to the confidential email within 72 hours and connect the young person to a therapist. Within one week the young person can be seen. This timeline supports a young person who took the step to reach out by connecting them quickly to services.

Youth Leadership Programming gives youth the opportunity to join the GCSAPP youth coalition and build skills in planning, logistics, identification of peers health and wellness needs and leadership.

Please list two measurable objectives and include how attainable of the goals/objectives will be measured.

Objective 1

By September 30, 2024, the GCSAPP Youth Coalition will run four subscales-free events at high risk times throughout the year in the north end of the valley.

An example could be a weekend night around Halloween.

How will objective 1 be measured?

We will track the number of events, type of event, and youth who participated.

Objective 2

By September 30, 2024, Youth Wellness will provide at least 50 sessions to youth aged 12-18 in Gunnison County.

How will objective 2 be measured?

Monthly, GCSAPP tracks the number of youth who reach out for services and the number of sessions provided by therapists.

List your organization's top five funding sources and how much you received from each source.

Gunnison County Substance Abuse Prevention Project Funding Sources

Community Organizing for Prevention Grant - \$242,000

Colorado Department of Transit Grant - \$124,500

Daniel's Fund Grant - \$50,000

State Tobacco Prevention Program Grant - \$45,000

Colorado Sexual Health Initiative - \$25,000

Who else has given you money for this program and how much? If you have applied for funds but not received them, please list those as well.

City of Gunnison - \$9,000

Town of Crested Butte - \$10,000

We will apply for their fall grant cycles for funding.

Please attach the following documents:

- ☐ Most recent year's actual income and expenses – include reasonable detail for the agency as a whole (if you are requesting funds for a specific project, please provide the project actuals as well.)
- ☐ Most recent budget for the organization and the project, if you are requesting funds for a specific project.
- ☐ Balance Sheet

Please acknowledge the following statements with your signature.

I understand that I will have to provide the Town with a full accounting and report of the success or failure of the project by October 31, 2024. If I fail to submit a report to the Town by October 31, 2024 then I know that I will not be allowed to apply for funds during the next cycle.

I hereby attest that the information provided in this application is accurate as of the date of submission.

Applicant Name

Applicant Signature

Date

Important Dates:

Due Date of Application: September 15, 2023 at 5pm – no late applications will be accepted.

First Review of Applications by Town Council – October 3, 2023 Town Council Meeting

Second Review of Applications by Town Council – November 7, 2023 Town Council Meeting

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Intergovernmental Agreement Re: Nurse

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Department of Early Childhood & Montrose County

Term Begins: July 1 2023

Term Ends:

Grant Contract #:

Summary:

Gunnison shall provide NHVP services within Gunnison County, as long as this Agreement is in effect, Montrose shall have no duty to provide NHVP services in Gunnison County. In Gunnison shall comply with all requirements of the State Task Order and with all Federal, State and

Fiscal Impact: 112,000

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/14/2023

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 9/12/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/12/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/14/2023



Consent Agenda



Regular Agenda



Worksession

Time Allotted:

Agenda Date: 9/19/2023

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

THIS INTERGOVERNMENTAL AGREEMENT shall be effective as of July 1, 2023, between the County of Montrose, by and through its Board of County Commissioners (“Montrose”), a body politic and corporate, duly organized and existing within the State, whose address is 1140 North Grand Avenue, Suite 250, Montrose, CO 81401, and the County of Gunnison, by and through its Board of County Commissioners (“Gunnison”), a body politic and corporate, duly organized and existing within the State of Colorado, whose address is 200 E. Virginia, Gunnison, CO 81230 (collectively, the “Parties”).

RECITALS

WHEREAS, Montrose County entered into a Contract dated July 1, 2019 with the State of Colorado regarding the implementation of the Nurse Home Visitor Program (“NHVP”) for several area counties, including Gunnison County. A copy of Contract Amendment #9 to Original Contract 20 IHIA 129469, effective as of June 30, 2022, is attached as Exhibit 1 and incorporated herein. This agreement is referred to herein as “State Task Order;” and

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

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

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

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

**SECTION I.
DESCRIPTION OF WORK**

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

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

SECTION II. PAYMENTS

In consideration of Gunnison's provision of NHVP services in Gunnison County, Montrose shall make monthly payments to Gunnison upon receipt of invoices evidencing the work completed. Such payments may not exceed \$112,000 (see Gunnison County NHVP Itemized Budget FY23-24 Exhibit 2), which is the total amount allocated in Fiscal Year 2023-2024 for services in Gunnison County. It is specifically understood and agreed that Montrose's obligation to pay Gunnison under this agreement is dependent upon, and limited to, the receipt of monies from the State for funding the NHVP in accordance with the State Task Order. Montrose shall not be obligated to pay Gunnison out of Montrose County's separate funds, or from any other source of funds outside the State funding for the NHVP.

SECTION III. RELATIONSHIP OF PARTIES

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

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

SECTION IV. INSURANCE, LICENSING, LIABILITY

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

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

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

**SECTION V.
DURATION; TERMINATION**

The term of this Intergovernmental Agreement shall commence on July 1, 2023, and shall continue through June 30, 2024. The term of this Intergovernmental Agreement may not exceed one year.

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

**SECTION VI.
SUPERVISION**

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

**SECTION VII.
STATE APPROVAL**

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

**SECTION VIII.
GENERAL PROVISIONS**

1. The Parties stipulate and agree that the rights and duties contemplated under this Intergovernmental Agreement shall not be assigned, delegated, or otherwise transferred to a third party without the prior written consent and agreement of the Parties.
2. Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the Parties hereto respectively.
3. Any and all modifications, alterations, additions, and/or changes to any term, condition, or agreement contained herein, shall be void and not binding on either party unless set forth in writing and signed by both Parties.
4. This Agreement, attached exhibits, and any written amendments attached, represent the full understanding between the Parties.

5. Nothing in this Agreement shall be construed as a waiver of the governmental immunity available to both Parties under Colorado statute or other laws.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

**MONTROSE COUNTY
HUMAN SERVICES**

Jennifer Sherwood, Director

DATE: _____

**MONTROSE COUNTY
BOARD OF COUNTY COMMISSIONERS**

Sue Hansen, Chair

DATE: _____

ATTEST:

Deputy Clerk to the Board

DATE: _____

**GUNNISON COUNTY
HEALTH & HUMAN SERVICES**

Joni Reynolds, Director

DATE: _____

**GUNNISON COUNTY
BOARD OF COUNTY COMMISSIONERS**

Chair

DATE: _____

ATTEST:

Deputy Clerk to the Board



COLORADO
Department of Early Childhood

CONTRACT AMENDMENT #9

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Early Childhood 710 South Ash Street, Building C Glendale, CO 80246	Original Contract Number 20 IHIA 129469
Contractor Montrose County Human Services 1845 South Townsend Avenue Montrose, CO 81401	Amendment Contract Number 24 QAAA 182084
Current Contract Maximum Amount Initial Term State Fiscal Year 2020 \$709,504* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$190,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 12. NHVP General Accounting Encumbrance (GAE). Extension Terms State Fiscal Year 2021 \$674,574* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$70,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 12. NHVP General Accounting Encumbrance (GAE). State Fiscal Year 2022 \$695,276* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$140,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 12. NHVP General Accounting Encumbrance (GAE). State Fiscal Year 2023 \$679,691* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$70,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 11. NHVP General Accounting Encumbrance (GAE). State Fiscal Year 2024 \$765,031* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$70,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 11. NHVP General Accounting Encumbrance (GAE). *Any amount paid as a result of Holdover Notice 24 QAAA 184301 prior to execution of this Contract shall be deducted from the Contract Maximum Amount.	Contract Performance Beginning Date July 1, 2019 Current Contract Expiration Date June 30, 2024
Total for All State Fiscal Years \$3,524,076	

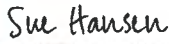
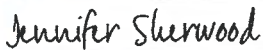
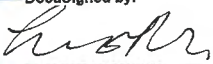
Signature Page begins on next page →



COLORADO
Department of Early Childhood

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 Montrose County Human Services DocuSigned by:  F15B8FF6642406 By: Sue Hansen, Montrose County Commissioner Date: 8/29/2023 DocuSigned by:  C857094A6452444 By: Jennifer Sherwood, Human Services Director Date: 8/29/2023	STATE OF COLORADO Jared Polis, Governor Colorado Department of Early Childhood Lisa Roy, Ed.D., Executive Director DocuSigned by:  0FF5EBE8CC0D465... By: Lisa Castiglia, Deputy Chief Financial Officer Lisa R Roy Executive Director Date: 8/30/2023
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 DocuSigned by:  02A31DEB819C416 By: Andrea Eurich / Toni Williamson / Telly Belton Amendment Effective Date: 8/31/2023	

-- Signature and Cover Pages End --



1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. PURPOSE

In accordance with the provisions of this contract and its exhibits and attachments, the Contractor shall: Provide trained visiting nurses to help educate mothers on the importance of nutrition and avoiding alcohol and drugs, including nicotine, and to assist and education mothers in providing general care for their children. This Amendment shall extend the contract expiration date for SFY24, increase funds for SFY24, increases the GAE for SFY24, and amends Exhibits A, B, and C.

5. MODIFICATIONS

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

A. **Extend the Contract Expiration Date from August 31, 2023 to June 30, 2024.**

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

B. **Increase the Contract Amount for SFY24 by \$651,749 from \$113,282 to \$765,031 and Increases the Maximum Amount for All State Fiscal Years from \$2,872,327 to \$3,524,076.**

The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.



C. Exhibit A – Statement of Work

Exhibit A – Amendment #9, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

D. Exhibit B – Budget

Exhibit B – Amendment #9, which is attached and incorporated by this Amendment, shall be added to Exhibit B- Amendment #7 of the Original Contract.

E. Exhibit C – Additional Provisions

Exhibit C – Amendment #9, which is attached and incorporated by this Amendment, shall replace Exhibit C - Amendment #8 of the Original Contract

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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



Exhibit A – Amendment #9

STATEMENT OF WORK (SOW)

**MONTROSE COUNTY HUMAN SERVICES
1845 S. TOWNSEND AVE.
MONTROSE, CO 81401**

JULY 1, 2023 – JUNE 30, 2024



Exhibit A – Amendment #9

INTRODUCTION/BACKGROUND

The Nurse Home Visitor Program (NHVP) was created in statute in FY 2000. The NHVP utilizes Nurse-Family Partnership (NFP), an evidenced-based, voluntary, community health nursing program aimed at improving the lives of families expecting their first child. Clients are partnered with a registered nurse early in their pregnancy and receive home visits until the child turns two. All nurses delivering NFP are trained on the model by the NFP National Service Office (NFPNSO) and receive nursing consultation and continuing education from Invest in Kids (IIK). IIK, the NFPNSO, and the University of Colorado monitor the data to ensure the program is being implemented with fidelity to the model as tested in the original randomized controlled trials. Per statute, Colorado Department of Early Childhood (CDEC) is responsible for fiscal oversight and contract management of the program.

Eligible Population:

The program is open to all first-time, low-income parents (individuals living with an annual income below 200% of federal poverty level). The cumulative average age of clients in Colorado is 24. NHVP is available in all 64 counties in Colorado. The total number of eligible mothers according to the CO Health Index Dataset is 7,437 in 2021 which is the last year data is available.

Services:

- Improve pregnancy outcomes by helping parents engage in preventative health practices including prenatal care from their healthcare providers, improving their diets, and reducing the use of cigarettes, alcohol, and illegal substances.
- Improve child health and development by helping parents provide responsible and competent care.
- Improve the economic self-sufficiency of the family by helping parents develop a vision for their own future, plan future pregnancies, continue their education and find work.

SCOPE OF WORK

Montrose County Human Services Nurse-Family Partnership shall positively impact pregnancy outcomes, child health and development and economic self-sufficiency of enrolled families in Delta, Gunnison, Montrose, Ouray and San Miguel counties by delivering high quality nursing services that comply with NFP model fidelity.

Montrose County Human Services's goal for this project is to improve maternal and child health, prevent child abuse and neglect, encourage positive parenting and promote child health and school readiness through the provision of high-quality Nurse-Family Partnership (NFP) home visiting services for a caseload of 85 eligible families.

PERIOD OF PERFORMANCE

July 1, 2023 – June 30, 2024



Exhibit A – Amendment #9

WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Montrose County Human Services Nurse- Family Partnership shall positively impact pregnancy outcomes, child health and development and economic self-sufficiency of enrolled families in Delta, Gunnison, Montrose, Ouray and San Miguel counties by delivering high quality nursing services that comply with model fidelity.				
Key Activity A: Provide ongoing training, supervision and professional development for all NHVP Staff including model specific training and state required trainings and events, including those offered by Early Childhood Council.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
A.1 In collaboration with each NHVP staff, identify learning needs and develop an individualized plan for professional development.	Ongoing	Staff receive ongoing professional development to ensure proficiency in delivering high quality NFP program services.	100 % of NHVP NFP staff have professional development (PD) goals identified annually	Nurse Supervisor	Training and Technical Assistance
A.2 Secure approved contract and/or internal staffing for mental health consultation	September 30, 2023	Nursing professional development, nurse retention, and compassion fatigue and/or other identified professional development needs	# Of completed mental health case conferences as noted in NFP FLO database.	Nurse Supervisor	Personnel Contract services



COLORADO
Department of Early Childhood

Exhibit A – Amendment #9

A.3 Agency shall coordinate referrals to NFP with maternal health care and community services, such as WIC. Contractor shall provide all pregnant women in need of resources for prenatal medical care information about programs such as Women, Infants, and Children (WIC), etc. as needed; and shall ensure that all children ages birth through two years who may be eligible for early intervention services are referred to Early Intervention Colorado.	Ongoing	Agency implements referral coordination between maternal and child health care services and NFP.	# of referrals received from community services, i.e. WIC # of referrals sent to community services	Nurse Supervisor	Personnel Operating
A.4 NHVP staff shall attend all mandatory calls and meetings facilitated by state intermediary (IIC) and the CDEC	Ongoing	NHVP staff receive information to understand and comply with NHVP statement of work, fiscal and contractual expectations and NFP model expectations, to be able to provide high quality NFP services to clients and administer the program efficiently and effectively.	# of required calls and meetings attended. # of staff who attended.	Nurse Supervisor	Personnel Operating



Exhibit A – Amendment #9

Key Activity B: Recruit and retain NHVP NFP eligible families, provide voluntary NFP home visits and services for funded caseload					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
B.1 Review NFP enrollment, disenrollment, re-enrollment and dual enrollment policies & procedures to ensure voluntary participation and prioritization of NHVP enrollments for clients identified as high risk within the NFP population of focus Update as needed.	Ongoing	At risk NHVP eligible clients are enrolled in the NFP program in pregnancy and no later than 30 days post-partum, per Colorado NFP program guidelines.	100% of clients meet NFP population of focus at enrollment, as noted on NFP client application.	Nurse Supervisor	Personnel Operating
B.2 Provide NFP visits (telehealth and in-person) to current caseload per NFP standard visit schedule or agreed upon alternate visit schedule, based on client choice. Build funded caseload throughout the year, commensurate with staffing, to reach caseload.	Ongoing	Conduct family-centered visits in accordance with NFP model specific guidelines.	# of client visits completed # of clients enrolled by 28 weeks pregnancy and # enrolled after 28 th week # of clients retained in the program	NHVP NFP NS NHVP NFP nurses	Personnel Operating



Exhibit A – Amendment #9

Key Activity C: Ensure accurate and timely data collection as specified by the NFP NSO and utilize data reports to assess and guide program implementation.

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
C.1 Enter data into NFP data collection system and monitor data utilizing NSO and any additional data reports from IIK.	Ongoing	Data collected to track performance and identify measurable improvements at site level	NFP database reflects data collected and reported.	Administrator Assistant	Personnel Operating

Key Activity D: Provide efficient and effective fiscal and programmatic administration for all aspects of NHVP Program.

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
D.1 Finance staff shall submit monthly invoices to Department of Early Childhood per expected timelines once reviewed and approved by NHVP program staff.	Ongoing	Contractor shall adhere to NHVP and State of CO fiscal processes regarding invoicing, budget modifications and statement of work changes to CDEC_invoicing@state.co.us	# of monthly financial invoices submitted to CDEC on time.	Senior Accountant	Personnel Indirect (finance office staff time and effort)
D.2 NFP staff shall contact Department of Early Childhood regarding needed budget modifications prior to expending grant funds to ensure compliance with NHVP fiscal requirements- this includes any changes in salary that are not accounted for in the contract budget.	Ongoing as need arises	Contractor shall adhere to NHVP and State of CO fiscal processes regarding invoicing, budget modifications and statement of work changes.	Email communication with CDEC staff and submitted budget revision requests.	Nurse Supervisor	Personnel Indirect (finance office staff time and effort)



COLORADO
Department of Early Childhood

Exhibit A – Amendment #9

D.3 Finance staff shall complete and submit NHVP year-end statements to per Department of Early Childhood requirements.	June 30, 2024	Contractor shall adhere to NHVP and State of CO fiscal processes regarding invoicing, budget modifications and statement of work changes.	Year-end invoicing completed and submitted per expected contract timelines.	Senior Accountant	Personnel Indirect (finance office staff time and effort)
D.4 Agency fiscal staff working on NHVP services connect with CDEC program manager within forty-five (45) days of starting position.	Ongoing, as needed	New fiscal staff shall meet with the CDEC NHVP manager for fiscal training.	Meeting completed	Senior Accountant	Personnel

Key Activity E: Develop plan to continue Medicaid billing.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
E.1 Develop plan to continue Medicaid billing with support from IIK consultant	October 1, 2023	Plan is complete	Completed plan	Nurse Supervisor	Personnel
E.2 Bill Medicaid when clients receive services in one of the four billable areas (TCM, tobacco cessation, maternal depression screenings and preventative counseling)	Ongoing	Medicaid billing occurs	HCPF Reporting	Nurse Home Visitor	Personnel

SCHEDULE/MILESTONES

Montrose County Human Service's NFP program is affiliated with the NFP National Service Office and works closely with Invest in Kids, Colorado's State intermediary, to ensure the program is delivered in compliance with model fidelity. Montrose County Human Services shall adhere to all the NFP Model elements which demonstrate implementation with fidelity to the model.



Exhibit A – Amendment #9

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Colorado Department of Early Childhood - NHVP. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.



Colorado Department of Early Childhood BUDGET WITH JUSTIFICATION FORM

Contractor Name	Montrose County
Budget Period	July 1, 2023 - June 30, 2024
Project Name	Nurse Home Visitor Program
Counites Served	Delta, Gunnison, Montrose, Ouray, San Miguel

Program Contact Name, Title	Theresa Balet, MSN, FNP
Phone	970-252-5015
Email	tbalet@montrosecounty.net
Fiscal Contact Name, Title	Kevin Miller, Senior Accountant
Phone	970-324-7202
Email	kmiller@montrosecounty.net
Funded Caseload	85

ANY AMOUNT PAID AGAINST HOLDOVER NOTICE 24 QAAA 184276 SHALL BE REDUCED FROM THE MAXIMUM AMOUNT PAYABLE ON THIS CONTRACT

Expenditure Categories									
Personnel Services - Salaried Employees						SFY 2024			
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount For Project	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)	
Nursing Supervisor	Program Supervisor (Retirement, Benefit Pool, LTC Ins, EAP, Workers Compensation, Unemployment Ins, EE Taxes)	\$80,000	\$23,950	100%	\$103,950	\$0	\$0	\$103,950	
Nurse Home Visitor 1	Program Nurse (Retirement, Benefit Pool, LTC Ins, EAP, Workers Compensation, Unemployment Ins, EE Taxes)	\$75,000	\$22,900	100%	\$97,900	\$0	\$0	\$97,900	
Nurse Home Visitor 2	Program Nurse (Retirement, Benefit Pool, LTC Ins, EAP, Workers Compensation, Unemployment Ins, EE Taxes)	\$73,500	\$22,580	80%	\$76,864	\$0	\$0	\$76,864	
Nurse Home Visitor 3	Program Nurse (Retirement, Benefit Pool, LTC Ins, EAP, Workers Compensation, Unemployment Ins, EE Taxes)	\$73,500	\$22,580	100%	\$96,080	\$0	\$0	\$96,080	
Administrative Assistant-Interpreter	Clerical (Retirement, Benefit Pool, LTC Ins, EAP, Workers Compensation, Unemployment Ins, EE Taxes)	\$44,816	\$18,600	100%	\$63,416	\$0	\$11,942	\$51,474	
Human Services Director	Oversight of Program	\$125,000	\$29,299	20%	\$30,860	\$0	\$0	\$30,860	
1. Total Personnel Services (including fringe benefits)					\$469,070	\$0	\$11,942	\$457,128	
Supplies & Operating Expenses						SFY 2024			
Item	Description of Item					A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)	
Office Operating Expenses (i.e. supplies)	Office and misc. supplies, operating supplies: folders, pens, paper, general office supplies					\$0	\$0	\$3,000	
Client Support Materials	Materials for clients & children to promote safety, development and (+) parenting					\$0	\$0	\$7,200	
Printing & Publications	Printing necessary for forms and materials to support clients and program					\$0	\$0	\$750	
Postal & Shipping Services	Mailing costs to send program materials to clients, Public Health fee for partial cost of postage machine lease					\$0	\$0	\$400	
Communications (cellular, network services)	Cell service, MiFi, internet, hot spots, etc					\$0	\$0	\$2,300	
Medical Supplies	Face masks, hand sanitizer, replacement equipment: B/P cuffs, stethoscopes/thermometers					\$0	\$0	\$250	
Technology (laptops, computers, tablets)	Laptop computers, second screen, keyboards, mouse					\$0	\$0	\$2,900	
Facility maintenance	Utilities and maintenance charges for the space the NHVP team utilizes (non-rent expenses)					\$0	\$0	\$21,000	
Non Capital Furniture and Equipment	Replacement of lactinas, office furniture, and equipment as needed					\$0	\$0	\$3,000	
Subtotal						\$0	\$0	\$40,800	
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)									
Item	Description of Item					A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)	
Program Support Fee	Required cost for NFP					\$0	\$0	\$22,368	
Subtotal items removed from MTDC						\$0	\$0	\$22,368	
2. Total Supplies & Operating Expenses						\$0	\$0	\$63,168	
Training and Technical Assistance						SFY 2024			
Item	Description of Item	Per	Fee	#	Total	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)	
NHV Education	Required training for new NHV	NHV	\$5,683	1	\$5,683	\$0	\$0	\$5,683	
NFP Education Materials	Cost to cover required materials for NFP	NHV	\$721	1	\$721	\$0	\$0	\$721	
DANCE Education	Cost covers required NFP training	NHV	\$640	2	\$1,280	\$0	\$0	\$1,280	
DANCE Licensing	Cost covers required NFP training materials	NHV	\$70	3	\$210	\$0	\$0	\$210	
Administrator Education	NFP training for Administrator	Administrator	\$640	1	\$640	\$0	\$0	\$640	
Professional Development	Covers cost of additional training for NHVs	NHV/Supervisor	\$0	0	\$0	\$0	\$0	\$0	
Supervisor Expansion/Replacement Fee	Required fee only for new Supervisor	Supervisor	\$3,783	1	\$3,783	\$0	\$0	\$3,783	
Supervisor Education	Required training for new NHV Supervisor	Supervisor	\$1,028	1	\$1,028	\$0	\$0	\$1,028	
PIPE training	Cost of PIPE training required for NHV	NHV	\$385	2	\$770	\$0	\$0	\$770	
Professional Development	Professional development for NHV and Supervisor	NHV/Supervisor	\$1,250	4	\$5,000	\$0	\$0	\$5,000	
3. Total Training and Technical Assistance						\$41,483	\$0	\$19,115	

Travel		SFY 2024		
Item	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
Visit Outreach Mileage	Visits to West end and Gunnison to support & PR for Region 10	\$0	\$0	\$3,000
Travel to Attend Required Training	Lodging, meals, mileage, registration fees, airfare (5 NFP staff)	\$0	\$0	\$13,500
County Fleet Vehicle	County fleet vehicle charges: Maintenance, motor pool expenses & Replacement accrual fee, NHV travel expense, & mileage reimbursement when personal car	\$0	\$0	\$11,000
5. Total Travel		\$0	\$0	\$27,500
Contractors/Consultants (payments to third parties or entities)		SFY 2024		
Name	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
Gunnison County NFP Contract	Salary/Fringe, office supplies, postage, photo copies, Travel/transportation, other professional services, registration for	\$0	\$0	\$112,000
Outside consultation/ Mental Health	Consultation for formal case conferences	\$0	\$0	\$5,000
Contract for interim nurse supervisor	Contractual services for interim nurse supervision	\$0	\$0	\$81,120
6. Total Contractors/Consultants		\$0	\$0	\$198,120
TOTAL DIRECT COSTS		\$0	\$11,942	\$765,031
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.		\$0	\$11,942	\$599,543
Indirect Costs		SFY 2024		
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]				
Item	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
Indirect rate:	N/A - Human Services department are exempt from charging indirect.	\$0	\$0	\$0
Total Indirect		\$0	\$0	\$0
TOTAL		\$0	\$11,942	\$765,031

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



COLORADO
Department of Early Childhood

Exhibit C – Amendment #9

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

- A. The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.
- B. Payment shall be made on a cost reimbursement basis for services rendered.
- C. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. **ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.**
- D. **IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC.** If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- E. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to



Exhibit C – Amendment #9

CDEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

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

5. PARTICIPATION

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

6. SUPPLANTING

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

7. BUDGET CHANGES

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

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



Exhibit C – Amendment #9

8. TRAVEL

Travel costs must be listed in Exhibit B – Budget under travel including airfare, hotel, mileage and per diem costs.

- A. Mileage shall not exceed the State mileage rate per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.
- B. Per Diem shall not exceed State per diem rate for the area of travel per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.
- C. Hotel rates cannot exceed any rate established for conference attendance.
- D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

9. CRITICAL INCIDENT REPORTING

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Department of Early Childhood (CDC), the agency must report in writing the details of the critical incident to the CDEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

10. MANDATED REPORTING

- A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).
- B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

11. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

- A. Nurse Home Visitor General Accounting Encumbrance (NHVP-GAE) shall be utilized as follows:
 - i. Nurse Family Partnership (NFP) training costs, often sites experience staff turnover in a fiscal year and they will be permitted to use the GAE to cover costs of NFP required training that was not included in their budget.
 - ii. Travel costs associated with NFP training. For example, if a site hires a new Nurse Home Visitor, and this staff member is required to attend NFP orientation, the site will be able to bill the GAE for



COLORADO
Department of Early Childhood

Exhibit C – Amendment #9

the training registration and travel expenses for the training. Travel costs may include mileage, hotel accommodations and per diem for the staff member attending the training.

- iii. Operational items not included in their budget such as cell phones, tablets, laptops. Due to staff turnover, sites are to not include potential operational item expenses in their budgets, but rather utilize the GAE in order to purchase necessary items for new staff.
 - iv. Transition salaries to pay new staff during the overlap with the staff member leaving in order to provide time for adequate training. Once the original staff member leaves, the new staff member's salary would be paid against the existing line in their budget.
 - v. Translation and interpretation services to serve clients who are deaf or hard of hearing, and those whose primary language is not English.
- B.** Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
- C.** Invoices shall be submitted separately for pre-approved expenditures.
- i. The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us.

12. GIFT CARDS

The Distribution of Gift Cards, where applicable, shall adhere to the following:

- A. The contractor agency must have a written Gift Card Distribution Policy in place and this plan must be approved by the Department of Early Childhood before gift cards may be purchased. The policy must include maintaining an audit log of gift card purchases and disbursements and a process for routine reconciliations.
- B. The contractor agency's gift card policy must ensure that gift cards cannot be redeemed for cash and must restrict the recipient from using gift cards for alcohol, firearms, tobacco, lottery tickets, or entertainment.
- C. Gift Cards must be distributed to recipients within five (5) business days of purchase.
- D. Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.
- E. Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.
- F. The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.
- G. The contractor shall be held responsible for inappropriate use of gift cards.



COLORADO
Department of Early Childhood

Exhibit C – Amendment #9

15. SAM.GOV REQUIREMENT FOR STATE FUNDED CONTRACTS

- A. Individuals who are excluded from participation in federal health care programs are also prohibited from participating in federal government procurement and non-procurement programs according to title 2 of the Code of Federal Regulations [\(CFR\) § 376.147](#) and [42 CFR part 1001](#), which clarifies that this applies to individuals and entities.
- B. Any individual or entity excluded from participation in Medicare, Medicaid, and other Federal health care programs under Title XI of the Social Security Act, [42 U.S.C. 1320a-7](#), [1320a-7a](#), [1320c-5](#), or [1395ccc](#), and implementing regulation at [42 CFR part 1001](#), will be subject to the prohibitions against participating in covered transactions, as set forth in this part and part 180, and is prohibited from participating in all Federal Government procurement programs and non-procurement programs.
- C. Contractor shall have a formal written policy regarding SAM.gov checks for all staff upon hiring and not less than annually including procedures for maintaining records of the evidence of this check.



Region 10 Nurse Home Visitor Program Budget for Gunnison County

Contractor Name	Gunnison County
Budget Period	July 1, 2023 - June 30, 2024
Project Name	Nurse Home Visitor Program
Counites Served	Delta, Gunnison, Montrose, Ouray, San Miguel

Program Contact Name, Title Phone Email	Theresa Balet, MSN, FNP 970-252-5015 bsmith@montrosecounty.net
Fiscal Contact Name, Title Phone Email	Kevin Miller, Senior Accountant 970-324-7202 kmiller@montrosecounty.net

Expenditure Categories						
Personnel Services - Salaried Employees						FY 2024
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project		Total Amount For Project
Individual Nursing Staff- Please enter Nurse Home Visitors and Nursing Supervisors						
Maximum annual nursing staff salary: \$						
Nurse Home Visitor	Program Nurse	\$62,000	\$16,000	100%		\$78,000
						\$0
						\$0
1a. Nursing Staff Total						\$78,000
Non Nursing Staff						
Translator	Translator					\$12,000
Director/Administrator	Oversight of program					\$7,160
						\$0
1b. Non Nursing Staff Total						\$19,160
1. Total Personnel Services (including fringe benefits)						\$97,160
Supplies & Operating Expenses						FY 2024
Item	Description of Item					Total Amount For Project
Office Operating Expenses (i.e. supplies)	Office and misc. supplies, operating supplies: folders, pens, paper, general office supplies					\$4,000
Postal & Shipping Services	Mailing costs to send program materials to clients, Public Health fee for partial cost of postage machine lease					\$50
Communications (cellular, network services)	Cell service, MiFi, internet, hot spots, etc					\$540
Copies	Copies of records or other copies made for program					\$200
Meeting expenses	Expenses related to meetings					\$250
Advertising	Advertising for program					\$500
						\$0
						\$0
2. Total Supplies & Operating Expenses						\$5,540
Travel						FY 2024
Item	Description of Item					Total Amount For Project
Transportation	Transportation expenses					\$1,500
Motor Pool	Motor pool expenses					\$2,000
Travel Meals	Meals related to training and travel					\$500
Travel Lodging	Lodging related to training and travel					\$1,800
Registration - Training	Registration related to training					\$1,000
						\$0
						\$0
3. Total Travel						\$6,800
Information Technology						FY 2024
Item	Description of Item					Total Amount For Project
IT	Information Technology support					\$2,500
						\$0
						\$0
4. Total IT						\$2,500
TOTAL						\$112,000

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Temple Hoyne Buell Grant Application;

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is a grant from Temple Hoyne Buell to support our Parents as Teachers program. We currently have the capacity to serve 4 families, and have a goal to increase to 10 families. This grant will help us get there.

Fiscal Impact:

Submitted by: Shonna Gray

Submitter's Email Address: sgray@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/1/2023

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 9/1/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/1/2023

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/8/2023

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 9/19/2023

Application: September 2023 Application

Hello Shonna,

Welcome to your application for funding from the Buell Foundation. Applications are due at **5:00 p.m., September 1, 2023.**

The application will automatically save information as you enter it. You can also manually save by clicking the button at the bottom of each page. You can return to the application to continue working on it anytime before the application deadline. You can also use the “View/Print Application” button at the bottom of each page if you want to print or save the application as a PDF.

Please note we recommend grantees plan sufficient time to complete the application. Required fields are noted with an asterisk. You will not be able to submit your application until every category on the far right of the screen shows a green checkmark.

Some questions in the application will open requests for additional information. We strongly suggest grantees download, and preview, the full application on our website (<https://bueellfoundation.org/our-grantmaking/how-to-apply/guidelines-application/>) as you prepare your application.

Please consult the online application help guide (<https://bueellfoundation.org/wp-content/uploads/2022/08/Buell-Online-Grant-Application-July-2022-Help-Guide-FINAL.pdf>) for additional information as you work on your application.

Please contact your Program Officer with questions about the content of your application. Click on the blue comment bubble icon (under the title of most of the sections of the application) for technical questions related to the online application. Note this is not a ‘live’ chat, questions will be answered within one-business day via email.

You will receive an email once your application is successfully submitted. Please check your spam folder, and then contact grants@bueellfoundation.org (mailto:grants@bueellfoundation.org) if you do not receive the confirmation email once you have submitted your application.

Organization Profile

* Legal Name of Organization

This should be the exact wording from the IRS 501(c)(3) determination letter.

Gunnison County Health and Human Services

DBA (Optional)

Doing Business As – This is the name that the organization is widely known by if different from the legal name.

Gunnison County HHS - Parents as Teachers

* EIN (Applicant Organization)

The Employer Identification Number from the top right corner of your IRS 501(c)(3) determination letter. It is sometimes referred to as a Federal Identification Number.

8460000770

*** Tax Exemption Status**

Please choose the one that best describes your organization.

Government

If you selected Other as your Tax Exemption Status, please describe:

Office Mailing Address

220 N Spruce
Gunnison, CO 81230
United States

*** County**

Please select the county where your headquarters are located.

Gunnison

*** Office Phone** +1 970 641 7910

*** Organization Email**

sgray@gunnisoncounty.org

*** Organization Website**

<https://gunnisoncounty.org/>

*** Year Organization Founded**

2023

*** Organization Mission Statement**

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.

The mission of Parents as Teachers is to promote the optimal early development, learning and health of children by supporting and engaging their families and caregivers.

*** Geographic Area(s) Served**

(e.g., counties, towns, etc.)

Gunnison County, Hinsdale County

City of Gunnison, Crested Butte, Pitkin, Lake City, Ohio City, Powderhorn.

*** Board of Directors List**

Include the following information for each board member:

1. Position(s) on the board (officer and committee position)
2. Occupation and name of employer and/or affiliations(s)
3. City or county of residence
4. Term end date

You can upload a document that you already have developed. If you do not have a document, use the template provided here.

Board of Directors List.pdf

*** List of names and qualifications of Key Staff**

Including length of service with the organization. Do not include job descriptions or resumes.

You can upload a document that you already have developed. If you do not have a document, use the template provided here.

Key Staff with Qualifications.pdf

*** Does your Organization use a Fiscal Sponsor?**

No

Non-Discrimination

The Buell Foundation's non-discrimination statement is:

The Foundation is committed to providing an inclusive and welcoming environment for all our staff, grantees, beneficiaries, and vendors and does not discriminate on the basis of **race, color, national and ethnic origin, religion, gender, gender expression, age, disability, marital status, and sexual orientation** in any of its activities, the administration of its grants, or employment practices. The Foundation's policy is to maintain an environment free of unlawful discrimination and to comply with all applicable national, state, and local laws pertaining to nondiscrimination and equal opportunity.

*** Please provide your organization's non-discrimination statement**

A non-discrimination statement is not the same as a harassment policy. If you do not have an anti-discrimination statement, please enter "No non-discrimination policy." below.

As a recipient of Federal Financial Assistance, Gunnison County Department of Health and Human Services is responsible for providing core services to assist and support Colorado's most vulnerable individuals and families so they can meet their basic needs and be treated with respect and dignity. Gunnison County Department of Health and Human Services has a civil rights plan to ensure that all eligible individuals receive equal access to program services and information. Its programs are operated in a nondiscriminatory way, without regard to race, color, ethnic or national origin, ancestry, age, sex, gender, sexual orientation, gender identity and expression, religion, creed, political beliefs, or disability, be excluded from participation, be

denied any aid, care, services, or other benefits of, or be otherwise subjected to discrimination in such program. In medical programs, sex includes sex stereotypes and gender identity under any health program or activity receiving federal funds.

* **Non-Discrimination Classes**

Comparing the Buell Foundation's non-discrimination statement with your organization's non-discrimination statement, please confirm that each of the following identified classes are included in your organization's non-discrimination statement.

Race; Color; National and Ethnic Origin; Religion; Gender; Gender Expression; Age; Disability; Marital status; Sexual orientation

* **Does your organization's non-discrimination statement contain each of the identified classes as in the Buell Foundation's?**

Yes

Key Contacts

* **Grant Contact**

This is the person at your organization we should contact to discuss this application.

Click the Select Contact button below to either select a contact already in the system or to create a new contact. Note that all information must be included for each contact before your application will be considered complete. You may enter up to 2 people as a grant contact.

- Shonna Gray

* **CEO or Executive Director**

Click the Select Contact button below to either select a contact already in the system or to create a new contact.

Please provide a unique email address, this contact will be asked to electronically sign any grant award documents.

Note that all information must be included for each contact before your application will be considered complete.

- Matthew Birnie

* **Financial Contact**

This is the person who receives and processes grant funds for your organization. We will contact this person to provide ACH payment information if a grant is awarded.

Click the Select Contact button below to either select a contact already in the system or to create a new contact. Note that all information must be included for each contact before your application will be considered complete.

- Jody Wise

* **Board Officer**

The Board Officer will be asked to sign any grant contracts, should a grant be awarded. This **cannot** be the same person listed as the CEO or Executive Director contact above. Please provide a unique email address, for this contact to electronically sign any grant award documents.

Click the Select Contact button below to either select a contact already in the system or to create a new contact. Note that all information must be included for each contact before your application will be considered complete. You may enter up to 2 people as a Board Officer.

- Jonathan Houck

Contacts Submitted in Grantee Portal

Jody Wise

Title: Accountant

- ✉ Work (Preferred) : Jwise@gunnisoncounty.org
Personal : sgray@gunnisoncounty.org
- ☎ Mobile : +1 970 641 7910
Work (Preferred) : +1 970 641 3244 ext. 7679
- 📍 Work (Preferred) : 220 N Spruce
Gunnison, CO 81230
United States

Jonathan Houck

Title: Gunnison County Commissioner

- ✉ Work (Preferred) : JHouck@gunnisoncounty.org
- ☎ Work (Preferred) : +1 970 275 9625
- 📍 Work (Preferred) : 220 E Virginia Avenue
Gunnison, CO 81230
United States

Matthew Birnie

Title: Gunnison County Manager

- ✉ Work (Preferred) : MBirnie@gunnisoncounty.org
- ☎ Work (Preferred) : +1 970 641 0248
- 📍 Work (Preferred) : 200 E Virginia Avenue
Gunnison, CO 81230
United States

Shonna Gray

Title: Clinical Services Manager

- ✉ Work (Preferred) : sgray@gunnisoncounty.org
- ☎ Work (Preferred) : +1 970 641 7910
- 📍 Work (Preferred) : 220 N Spruce
Gunnison, CO 81230
United States

About your Request

* **Total Grant Request**

\$25,000.00

* **How are you planning to use the funds you are requesting?**

- If you are a **licensed child care center**, please choose "Licensed Child Care" even if you are planning on requesting general operating or program support for your center.
- If you are a **licensed child care center and** plan to ask for **funds for an additional program**, such as home visitation, parenting education, etc., please choose "Both Licensed Child Care & Another Program."

Program Support

* **Name of Program or Project:**

Tell us the name of the project(s) or program(s) for which you are seeking funding.

Parents as Teachers Affiliate program

* **Briefly describe what requested grant funds would be used for.**

In one or two sentences describe at a high level what the grant will be used for. (You will have an opportunity to provide more detailed information later in the application.)

If you are seeking funding for more than one program or purpose, provide each program name and note the requested amount for each. Be sure to note any one-time requests that are outside of typical funding (e.g., technical assistance, materials, etc.).

Suggested word limit: 150 maximum.

We are seeking support in funding our new Parents as Teachers program in Gunnison and Hinsdale county. We currently have the capacity to serve 4 families, and would like to grow to our goal of 10 families. We would use this funding to support those additional 6 families in our rural community.

More about your Organization and Programs

* **Provide a brief history of your organization**

Suggested word limit: 250 maximum.

The history of our program starts 4 years ago when a group of community stakeholders (Gunnison county HHS, Juvenile Services, Family Services, and Gunnison Valley Health Family Birth Center) met to discuss gaps in serving families. It was found that everyone agreed that home visitation is crucial, and because Nurse Family Partnership can be limiting in the families that are eligible, it was important to find one to help cast a wider net of support for all families in the perinatal period and beyond. This group of stakeholders believed working as far upstream as possible is the key to preventing substance use in the home, maternal depression/anxiety, and other items to increase a child's ACE scores. There have since been some leadership changes and evolutions in each department which has allowed the ability for our program to go-live and start serving families. We officially started in April of 2023.

* **Provide a brief description of the organization's current programs.**

Include:

- Program Name
- Population Served
- Numbers Served
- Expected Results

Suggested word limit: 250 maximum.

Gunnison County HHS - Parents as Teachers:

- All pregnant people and families with children 0-5.

-Currently have 2 families enrolled

-Goal is to have atleast 10 families enrolled

-Decreased maternal depression and anxiety, decrease substance use, decrease child maltreatment, decrease CPS involvement, increase connection of community resources, Increase parental resilience and increase school readiness.

Love and Logic parenting program:

- Population served: Families with children of all ages

-Numbers served: 2-4 families/year

-Decrease child maltreatment, empowerment of parents and education towards families

Number of Employees

*** Full-Time Staff**

0

*** Part-Time Staff**

2

*** Describe the organization's overall approach to evaluation, including how the organization measures impact.**

In this section, you may choose to discuss the following:

- How the organization incorporates findings from its evaluation efforts or its experience to inform its future direction and improve its programming
- How often staff and/or the board and/or program participants engage in evaluation-related activities
- The relationship the organization has to formal research or evaluation efforts, linkages with colleges, universities, and/or evaluators, if appropriate

If the organization does not attempt to measure impact in any way, provide an explanation as to why not.

Suggested word limit: 250 maximum.

Part of being an affiliate for Parents as Teachers is having a Community Advisory Board. This is a multidisciplinary committee that includes members from the community. We meet quarterly, and discuss data found in the program, and data found from community surveys that involve parental and child support to assure our program is running well and is helping fill community gaps where it is appropriate.

We also hold monthly staff meetings to discuss things that are going well for the educators and things they need support on as well as screenings that are done during the visits and discuss if anyone screened positive or show a need for further support. We are also working on incorporating a client satisfaction survey for those enrolled to assure they are getting the support they feel they need and are able to provide any feedback.

We also partner with Gunnison and Hinsdale County Early Childhood council to assure we are meeting their needs, we also plan to continue to do outreach with Gunnison County FAST program through Juvenile services and Gunnison Valley Health's Family Birth Center, ER, and primary care clinics.

Evaluation results (optional)

Provide the organization's most recent evaluation results, relevant to this request.

File not uploaded

*** Describe the challenges facing the organization in the next one to three years.**

If applying for program or project support, also include the challenges facing the program or project for which funding is requested.

Suggested word limit: 250 maximum.

Challenges facing this organization in the next one to three years are:

1. This is a new program to Gunnison County. While it did exist 7 years ago, we are restarting and are getting back off the ground. This means we are still learning the ropes and building as we go. With this being a new program, this means we are still building up sustainable funding for this program as the needs in our community grow. We also are all new staff, so there is an increased cost with training. We also serve a rural county, and travel can be expensive and far, leading to an increased cost.

*** Describe the opportunities facing the organization in the next one to three years.**

If applying for program or project support, also include the opportunities facing the program or project for which funding is requested.

Suggested word limit: 250 maximum.

We have a very engaged and committed group of stakeholders and community. We already have a bilingual parent educator and have a great opportunity to increase support to immigrant families with young children and help connect them with the community and allow for them to feel more ready as their children get ready to enroll in school. Two of the two families enrolled have 2 children in the home, and are immigrant families that have only been in Gunnison for 1 year. We have the opportunity to strengthen support with other community resources with having a warm place to refer families for support. With Parents as Teachers serving children 0-5, this allows continuous engagement even if they have older children in the family.

*** Are you a current partner of the Buell Foundation with an open grant?**

No

Services/Programs Information

*** Provide a detailed description of your organization's services and/or the program(s) you are seeking grant funds to support.**

Use this space to tell us about your organization as a whole, and the breadth of your organization's activities.

Include the issue and/or opportunity addressed and key activities.

Suggested word limit: 500 maximum.

We are looking to support our Parents as Teachers program in Gunnison County. This grant will help us get closer to our goal of reaching 10 families. We offering evidence-based home visitation to all families with children 0-5. We serve families in all corners of Gunnison and Hinsdale County (excluding Marble due to lack of year round access). We serve as a liaison between families and community services. We provide evidence based screens to determine how children are developing and build stronger family dynamics through parental education and empowerment. We support parents as the experts of their lives and work alongside them to determine their goals in this program. We also work with families in which the biological parent is not the main parent and work with grandparents, siblings, or foster families that are needing support as well. Our program also offers group connections which are opportunities for families to connect and increase the cohesiveness and community of families.

*** What are the stated goals and objectives of your organization's services/programs over the next year?**

This section asks for the goals and objectives of the program or projects of your organization. **Goals** convey the general direction or overall purpose of the program or project for which funding is requested. **Objectives** are the measurable changes that you expect will result from operation of the program or project. Objectives help to determine whether the organization is on the right path to achieving its goals.

Suggested word limit: 250 maximum.

The goals are to work upstream to support families and young children to reduce the quantity and impact of adverse childhood experiences and to help families be able to thrive in their community.

Objectives:

- Reduce the number of open cases in CPS and referrals by 3%
- Increase school readiness for kindergarten (baseline to be determined based on Bracken Scores)
- Decrease substance use in the home by 3%
- Increase family connection to community resources and ability to tap into them as needed. This will be evaluated through community surveys.
- Decrease Adverse Childhood Experiences in children's lives - Baseline to be determined - measured through ACE score.

*** Describe the targeted population(s) and anticipated numbers served.**

Answer this question using the appropriate target population(s) for your organization and its programs.

Suggested word limit: 150 maximum.

Targeted populations are families that do not qualify for Nurse Family Partnership. NFP only serves first time mothers that are low income and mothers that do not have a bachelor's degree. Our goal is to work in partnership and fill the gap of families still needing services.

*** Describe the geographic area in which you provide services/programming.**

Suggested word limit: 150 maximum.

Gunnison County and Hinsdale County (Crested Butte, Mount Crested Butte, Gunnison, Almont, Pitkin, Powderhorn, Lake City, and all cities in between). We are unable to serve the town of Marble as we do not have year round access to this town.

*** What are the duration and frequency of your organization's services/programming?**

How often will the programming be offered (e.g., twice yearly, continually, etc.) and how long will the program last (e.g., four weeks, the duration of the school year, multiple years, etc.)?

Suggested word limit: 150 maximum.

Continuously throughout the year. Each family will be receiving visits every other week on average. Depending on their risk factors and where they are in the program, that can increase to once/week or decrease to once/month.

*** What are expected results of the services/program(s) being offered? How will they be measured?**

Methods of measurement may include types of evaluation & specific tools (e.g., pre/post comparisons, retrospective surveys, satisfaction survey, program model fidelity measures, etc.). Some programs have specific tools identified to measure program implementation and outcomes (e.g., Nurturing Parenting Program uses the Adult Adolescent Parenting Inventory for evaluation), and Buell Foundation staff will look for these types of tools as appropriate.

Suggested word limit: 500 maximum.

Expected results:

- Reduce the number of open cases in CPS and referrals by 3%
- Increase school readiness for kindergarten (baseline to be determined based on Bracken Scores)
- Decrease substance use in the home by 3%

-Increase family connection to community resources and ability to tap into them as needed. This will be evaluated through community surveys.

-Decrease Adverse Childhood Experiences in children's lives - Baseline to be determined - measured through ACE score.

Share any additional information you feel is important to convey.

Suggested word limit: 250 maximum.

Previously, when PAT existed in Gunnison County, the program itself was highly supported, and had high enrollment. Due to the structure at the time, it was unsuccessful financially because it was under "Hilltop" programming out of Montrose and Mesa. They were unable to financially support this program, and decided to let it dissolve in Gunnison. Also, at the time, there was not the capacity built into Gunnison County structure to absorb it. This has been a long since desired program to return to our community, and we have a stronger support system in place to assure the continuation of this program. We enrolled our first two families in August, and are hopeful to continue to enroll more and serve our whole community.

Attachments

*** Attach your Organization's Operating Budget for the current fiscal year**

Attached budgets should include both revenues and expenses.

PAT spreadsheet 2022-23.xlsx

*** Attach your Program Budget(s) for the current fiscal year**

Program budgets should include both revenues and expenses.

PAT spreadsheet 2022-23.xlsx

*** Current (year-to-date) Financial Statements**

These are generally financial statements reviewed at your most recent board meeting. In some cases, the organization's year-to-date financial statements are the same as your most recent year-end statements. Please provide statements from within three months of application date.

1. Statement of Financial Position (Balance Sheet)
2. Statement of Activities (Income and Expense Statement)

PAT spreadsheet 2022-23.xlsx

*** Year-end Financial Statements**

Include the most recent fiscal year-end financial statements.

1. Statement of Financial Position (Balance Sheet)
2. Statement of Activities (Income and Expense Statement).

PAT spreadsheet 2022-23.xlsx

*** Does the organization have a financial audit?**

No

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Temple Buell Grant; Gunnison-Hinsdale

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Buell Foundation

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Review and Approval - Docusign later - Buell Foundation grant agreement

Fiscal Impact: September 1, 2023 to August 31, 2025

Submitted by: Lana Athey

Submitter's Email Address: lathey@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/14/2023

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 9/12/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/12/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/15/2023



Consent Agenda



Regular Agenda



Worksession

Time Allotted:

Agenda Date: 9/19/2023



August 29, 2023

Lana Athey, Co-Council Coordinator
Gunnison Hinsdale Early Childhood Council
220 N. Spruce Street
Gunnison, CO 81230

Re: Grant # 7469

Dear Ms. Athey:

The Trustees of the Temple Hoyne Buell Foundation are pleased to inform Gunnison County that a grant has been approved in the amount of \$60,000 for infrastructure and systems building for the Gunnison Hinsdale Early Childhood Council, to be paid over two years. The first payment of \$30,000 will be paid after the contract has been signed and returned. The remaining \$30,000 will be paid upon receipt of an acceptable progress report, detailing the activities in year one of this grant, due no later than July 31, 2024 . Please reference the grant number in any correspondence related to this grant.

This grant has been approved based upon the following terms and conditions:

1. **Tax Exempt Status:** The organization is a nonprofit recognized by the Internal Revenue Service as a public charity as described in Sections 501(c)(3) and 509(a)(1), 509(a)(2), or 509(a)(3) – Type I, Type II or functionally integrated Type III of the IRS Code of 1986 as amended (the “Code”), or a governmental agency organized under the laws of the State of Colorado.
2. **Expenditure of Funds:** This grant, and any income earned upon investment of grant funds, is made for the charitable purposes outlined above and may not be expended for any other purpose without this Foundation’s prior written approval. The grant period is September 1, 2023 through August 31, 2025. Any unexpended funds, or funds used for purposes other than those allowed by this agreement, must be returned to the Foundation upon written notice. No Buell Foundation funds may be used for lobbying purposes.
3. **Records and Reports:** You are required to keep financial records with respect to this grant and to provide this Foundation with a written report summarizing the use of all grant funds after funds have been expended, due no later than September 30, 2025, and other reports as we may reasonably require. *No new requests will be funded until a satisfactory report has been received.* All records shall be retained for at least four years following the year in which all grant funds are fully expended.
4. **Required Notification:** You are required to provide this Foundation with *immediate written notification* of (a) any change in your organization’s tax-exempt status, (b) any inquiry or audit by the Internal Revenue Service, (c) your inability to expend the grant for the purposes described in this letter, or (d) any expenditure from this grant made for any purposes other than those for which the grant was intended. Additionally, you must submit a written request to us *in advance* if the funds cannot be expended within the stated grant period.

Gunnison Hinsdale Early Childhood Council

Grant #7469

Page 2

5. Reasonable Access: You will permit this Foundation and its representatives reasonable access to your files, records, accounts, and personnel for purposes of making such financial audits, verifications, or program evaluations as this Foundation deems necessary or appropriate concerning this grant award.

6. Condition of Grant: This grant is conditioned upon your acceptance of the terms set forth above, and this Foundation reserves the right to discontinue, modify, or withhold any payment under this grant award, or to request a refund of any grant funds, if it reasonably determines that your organization has not fully complied with the terms and conditions of this grant.

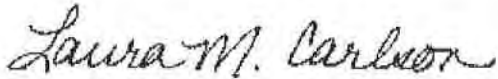
7. Publicity: This Foundation may include information concerning this grant, including the amount and purpose of the grant and any related materials (including your logo and trademark and other information about your organization and its activities) in the Foundation's periodic public reports, newspapers, and news releases. You will obtain the Foundation's approval, which shall not be unreasonably withheld, concerning the text of any proposed publicity concerning this grant prior to its release.

8. Representations: Your representations contained in this letter are true and may be relied upon by the Foundation. You will immediately notify the Foundation in writing if you fail to comply with any provision of this letter or if any of your representations are no longer true.

If the conditions of this grant meet with your approval, please sign and return this letter within 14 days after its receipt. Payment will be issued within three weeks of our receipt of the signed contract and following the schedule of conditions (if any) outlined above.

Congratulations on this recognition of your important efforts. We look forward to working with you during the coming year.

Sincerely,



Laura Carlson

Vice President of Programs

AGREED AND ACCEPTED BY THE UNDERSIGNED AUTHORIZED SIGNATORIES

(all signatures below are required):

x

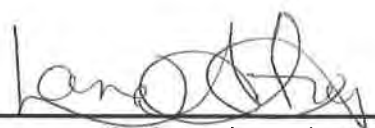
Signature, Officer of the Board
Gunnison County

Printed Name: _____

Title: _____

Date: _____

x



Signature, Co-Council Coordinator
Gunnison County

Printed Name: Lana Athey

Title: GHECC Co-Coordinator, Early Childhood Services Supervisor

Date: 9/11/2023

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Public Health

Action Requested: Discussion

Parties to the Agreement: CDPHE

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The CDC Infrastructure 5 year budget and work plan, to include Staff retention, staff education, staff recruitment and data Modernization.

Fiscal Impact: \$368,874

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/14/2023

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 9/12/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/12/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/15/2023



Consent Agenda



Regular Agenda



Worksession

Time Allotted:

Agenda Date: 9/19/2023

Instructions

These CDC Infrastructure funds may be used from July 1, 2023 through November 30, 2027. As such we are requesting a 5 year budget and work plan. This budgets may be updated as needed over the course of the project. But, planning for the life of the grant is needed.

Equipment and Construction are not allowed

View the road map for expense guidance

View the CDC budget guidance for budget category information.

All proposed budgets should fully expend the funds

The 5-year template is the required template.

Each budget line item should reference back to a Work Plan Activity.

[Please upload this to the Google Grant upload form](#)

[Appendix 1: Sample Activities](#)

Activity 1 Title: Maintain public health staff with Gunnison County Health & Human Services				
Activity 1 Focus: Staff retention				
Milestone 1.1 Description:	Party Responsible:	Contracts/ Subawards/ Collaborations:	Due Date:	Measures of Success:
Support & Sustain the public health workforce	Margaret Wacker		Dec-24	Completed onboarding packet and implementation with at least 50% of new staff hired completing the onboarding process by
Milestone 1.2 Description:	Party Responsible:	Contracts/ Subawards/ Collaborations:	Due Date:	Measures of Success:
Strengthen employee well-being programs to include regular staff events including monthly and Summer and Winter to support staff emotional, mental, and physical well-being and reduce burnout.	Blair Burgess		Dec-24	Minimum of 10 completed staff events held by 12/2024
Milestone 1.3 Description:	Party Responsible:	Contracts/ Subawards/ Collaborations:	Due Date:	Measures of Success:
Strengthen workforce planning, system and processes in the region.	Erika Stoerker and position TBD		Dec-24	Engagement through the West Central Public Health Partnership (WCPHP) regional public health activities established.
Milestone 1.4 Description:	Party Responsible:	Contracts/ Subawards/ Collaborations:	Due Date:	Measures of Success:
Develop crosscutting staff led teams to focus on workforce issues.	Shonna Gray and TBD		Dec-24	Development and documentation of HHS crosscutting staff led department teams

Activity 2 Title: Train new and existing Gunnison County Health & Human Services staff.

Activity 2 Focus: Staff training and education

Milestone 2.1 Description:	Party Responsible:	Contracts/ Subawards/ Collaborations:	Due Date:	Measures of Success:
Support staff to enroll in trainings and educational offerings including Public Health in the Rockies, local, regional, statewide and national conferences including support for travel.	Brad Wheaton		December 2024	Minimum of 10 staff supported to attend trainings and conferences by 12/2024
Milestone 2.2 Description:	Party Responsible:	Contracts/ Subawards/ Collaborations:	Due Date:	Measures of Success:
Promote learning opportunities through a variety of channels	Brad Wheaton		Dec-24	Minimum of 10 staff supported to attend trainings and conferences by 12/2024
Milestone 2.3 Description:	Party Responsible:	Contracts/ Subawards/ Collaborations:	Due Date:	Measures of Success:
Strengthen community partnership development and engagement	Margaret Wacker and Reiley Jones		Dec-24	Minimum of 3 cross-sector collaborative health coalition convenings
Milestone 2.4 Description:	Party Responsible:	Contracts/ Subawards/ Collaborations:	Due Date:	Measures of Success:
Improve equity and organizational competencies addressing leadership, governance and strategic planning	Erika Stoerkel		Dec-24	Development of a cross-department health equity and inclusion workgroup.

Activity 3 Title: Recruit and hire qualified candidates for positions with Gunnison County Health & Human Services				
Activity 3 Focus: Staff recruitment				
Milestone 3.1 Description: Expand and improve recruitment efforts to reach wide and diverse pools of potential applicants with increased public awareness of public health work	Party Responsible: Nicole Stone	Contracts/ Subawards/ Collaborations:	Due Date: Dec-24	Measures of Success: Minimum of 10 public information releases to social, printed or radio media or health care providers on HHS programs, events, updates
Milestone 3.2 Description: Offer a range of hiring incentives to attract new talent including remote work and telework options	Party Responsible: Joni Reynolds	Contracts/ Subawards/ Collaborations:	Due Date: Dec-24	Measures of Success: Finalized HHS policy for alternate work location.
Milestone 3.3 Description: Establish internship public health program for undergraduate and graduate students	Party Responsible: Margaret Wacker	Contracts/ Subawards/ Collaborations:	Due Date: Dec-24	Measures of Success: Intern position(s) included in 2024 HHS budget

Activity 3 Title: **Data Modernization**

Activity 3 Focus: **Staff recruitment**

Milestone 3.1 Descri	Party Res	Contracts	Due Date:	Measures of Success:
Complete an assessment and create an implementation plan for electronic health record (EHR)	Shonna Gray		Dec-24	Develop implementation plan for upgrades to the Department Electronic Health Record (EHR)

Milestone 3.2 Descri	Party Res	Contracts	Due Date:	Measures of Success:

Milestone 3.3 Descri	Party Res	Contracts	Due Date:	Measures of Success:

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Trade Contractor Agreement; Nunatak Alternative Energy

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Solar arrays for Phase 1 of Sawtooth for each unit. DOLA grant matching 50%

Fiscal Impact: 242744

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by:

Discharge Date: 9/15/2023

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 9/12/23

Reveiwed by:

Discharge Date: 9/15/2023

Certificate of Insurance Required

Yes ☒ No ☐

County Manager Review:

Comments:

Reveiwed by:

Discharge Date: 9/15/2023

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 9/19/2023

TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 5th day of September, 2023, by and between the Board of County Commissioners of the County of Gunnison, State of Colorado (the "County"), and Nunatak Alternative Energy ("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; Nunatak Sawtooth Solar Proposal dated 8/11/2023, 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 Forty Two Thousand Seven Hundred Forty Four Dollars and Five Cents (\$242,744.05) (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, 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 sixty (60) 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. Retainage. An amount equal to five percent (5%) of all progress payments shall be retained by the County until the Project is completed satisfactorily and finally accepted by the County.

Section 7. 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.

Section 8. 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, 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. 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 9. Commencement and Completion of Performance. This agreement shall run for the term of September 5, 2023 thru September 1, 2024.

Section 10. 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.

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 11. 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 12. 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 13. 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 14. 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 Two Million Dollars (\$2,000,000) 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, 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 15. 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 Thirty Four Thousand Nine Hundred Eighty Nine Dollars and Forty Cents (\$234,989.40) 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. The County shall not be responsible for nor pay for any bonding fee increases.

Section 16. 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 17. 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 18. 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 19. 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 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 20. 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.

Section 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 27. 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 28. 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 29. 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 30. 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.

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

CONTRACTOR:

By:


Lena Wilensky, owner
[name/title]

STATE OF Colorado)
)ss.
COUNTY OF Gunnison)

The foregoing instrument was acknowledged before me this 7 day of September
2023 by Lena Wilensky, as owner of Nunatak
Alternative Energy Solutions

My commission expires: 06/24/2025.



Laura A Brodie
Notary Public

ATTEST: Clerk to the Board

GUNNISON COUNTY

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

Date: _____

EXHIBIT A to Agreement between the County and Nunatak Energy.
Project Number; Name Sawtooth Solar Arrays

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

Proposal: Exhibit B

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 as of the date of this Agreement.

The services of the Contractor shall be completed, or shall end, by December 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 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 phased payments for completed work billed monthly as work is completed and accepted by the County on a percentage basis of the total work.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed Two Hundred Forty Two Thousand Seven Hundred Forty Four Dollars and Five Cents (\$242,744.05).

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.

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.

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: Nunatak Alternative Energy
 723 S. 9th Street
 Gunnison, CO 81230

Gunnison County
Sawtooth Workforce Housing
Development
402-412 S 14th St
Gunnison, CO 81230

8/11/2023



Residential Solar Installation in Crested Butte, CO 2020

Our goal is to design, construct and maintain quality systems that will last for many years to come. Below is a system configuration that we think will suit the needs of this project, along with estimated energy production and system cost.

Qualifications:

Nunatak Alternative Energy Solutions has been designing and installing PV systems in the Gunnison Valley since 2006. Our clients range from local homeowners, to The Town of Crested Butte, the EPA, and the local electric utility (GCEA). We live and work in this valley of extremes, and understand what it takes to install quality solar systems that will stand up to our harsh environment.

We are a small company, but have more combined experience in the solar industry than many larger outfits. Together we have more than 50 years in the industry, and we have three NABCEP certified PV Installers currently on staff, out of 9 regular employees. We are also members of the Colorado Solar and Storage Association (COSSA).

723 S 9th St, Gunnison, CO 81230

Office: (970)642-5554

info@nunatakenergy.com

www.nunatakenergy.com

Project/Client References:

- GCEA: 100kw roof-mounted solar array at Gunnison Headquarters, 25kw roof-mounted solar array at Crested Butte Wastewater treatment plant. 970-641-3520, agarrison@gcea.coop
- Town of Crested Butte: 6.3kw roof-mounted solar array at Tommy V. Field. Contract awarded for 2024 installation of 75kw roof-mounted PV array on future Water Treatment Plant Building in CB. 970-349-5338, JHansen@crestedbutte-co.gov
- Town of Mt Crested Butte: Installation of 20kw roof-mounted solar array at new Wastewater Treatment Plant. Subcontracted under Moltz Construction 719-539-7319, Mike.Hillegas@moltzconstruction.com
- Multiple Solar Installations for Habitat for Humanity Gunnison, Will's Way Community, in conjunction with Equitable Solar Solutions. Julie Robinson (Habitat): hfhgunnisonvalley@gmail.com; Rich Stromberg (Equitable SS): Rich@equitableolarsolutions.com.
- Black Dragon Development: 9.35kw solar array at Hermanson Residence. Contract awarded for Fall 2023 25kw solar installation for CB Nordic Outpost Building.
- Many installations for local General Contractors including: End of the Road Construction, Crested Butte Builders, Craft Mountain Homes, Straw and Timber, Kowal Construction, Blueline Builders, Smithworks Natural Homes, and Miller Construction.



Why Nunatak Alternative Energy Solutions?

We know solar in the mountains

We have been designing, installing, and maintaining solar electric systems in the Gunnison Valley (and surrounding areas) since 2006. We know what works here, and we strive to give you the best design, equipment, and service possible.

We believe in quality

A quality installation will generate clean energy and bill savings for years to come. We are here to help ensure that your system does just that, and will stand up to the extreme mountain environment in our area.

Not all numbers are created equal. Your system proposal was carefully modeled on the Aurora platform, which conducts the most accurate performance simulations in the industry. While weather patterns vary from year to year, this platform gets us the most realistic numbers we can provide for PV system performance, now and into the future.



Duplex Roof East

Overview

System Size	4.00 kW
Number of Panels	10 Modules

Statistics

5,780

Estimated Annual
Production
(kWH)

Components (Your installation uses the latest in solar technology)



Solar Panels:

Qcells Q.PEAK DUO BLK ML-G10+ 400



Inverters:

Enphase Energy Inc. IQ7A-72-2-US
(240V)



Duplex Roof West

Overview

System Size	4.00 kW
Number of Panels	10 Modules

Statistics

5,780

Estimated Annual
Production
(kWH)

Components (Your installation uses the latest in solar technology)



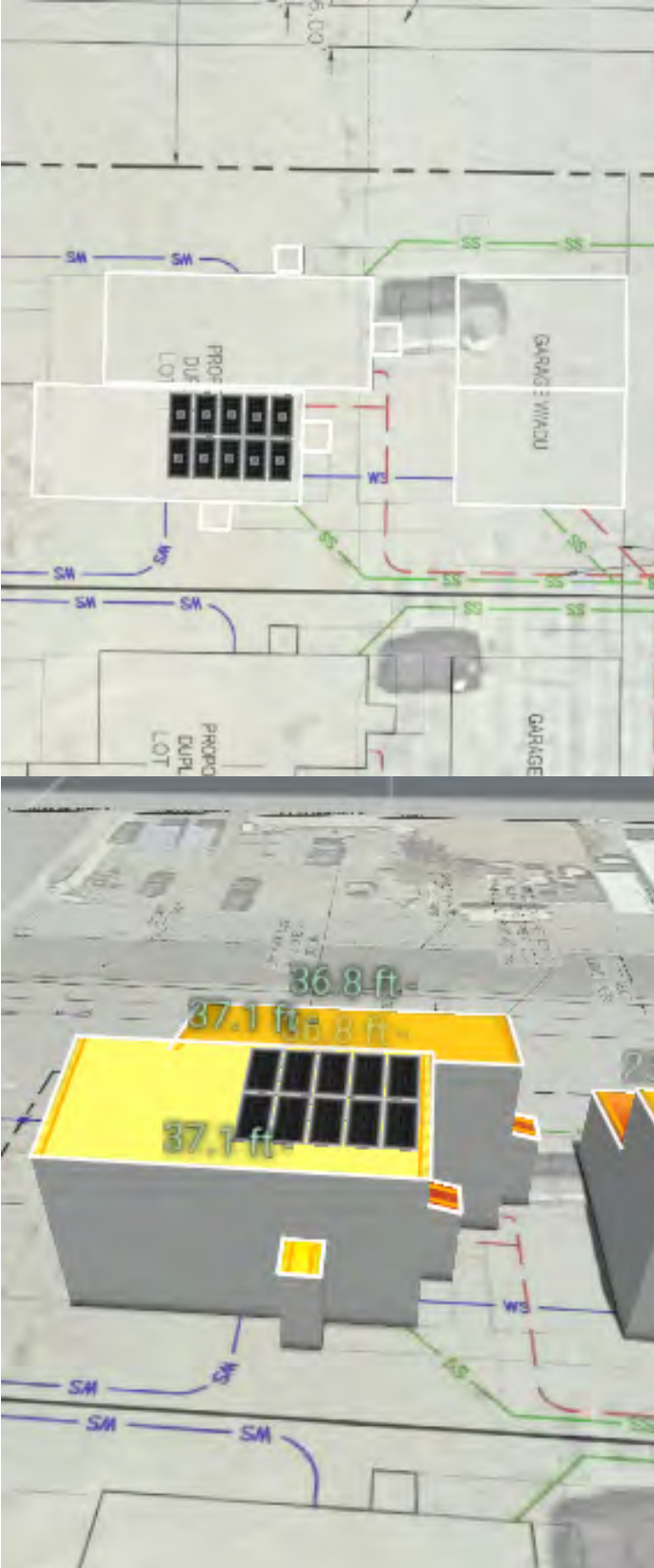
Solar Panels:

Qcells Q.PEAK DUO BLK ML-G10+ 400



Inverters:

Enphase Energy Inc. IQ7A-72-2-US
(240V)



Garage Awning System

Overview

System Size	2.52 kW
Number of Panels	7 Modules

Statistics

3,975

Estimated Annual
Production
(kWH)

Components (Your installation uses the latest in solar technology)



Solar Panels:

Panasonic EVPV360PK



Inverters:

Enphase Energy Inc. IQ7A-72-2-US
(240V)



Design Considerations:

- Higher wattage panels were chosen for the roof mounts to maximize systems size and energy production. Panels for the awning mounts are shorter length panels (69") to better fit on the awning brackets and minimize shading and production losses from the roof overhang above, while still being within acceptable mounting clamp ranges for high load rating.
- All black panels are specified to keep the PV systems uniform in terms of aesthetics.
- Panel layout is in portrait orientation to better load the standing seam roof and awning brackets, with horizontal rails.
- Production meter bases will be installed as per City of Gunnison Electric requirements on all 18 systems.
- Energy production estimates include significant derating for snow covering panels in the winter on the roof mounts (10-50% derate Oct-March). For the awning mounts, energy production derates are less for the winter since the panels will be at a much steeper tilt angle, but 3-5% derate was included May-Aug for roof shading.
- Enphase monitoring (Enlighten) is included for each unit. Energy production and current status of each panel is visible, and lifetime energy production is logged. All systems will be visible from one Enlighten login.
- Installation Timing: If the structures are ready for installation by mid-August, with our current scheduling, we should be able to install all 18 PV systems by the end of 2023. We would install the AC wiring Sept/Oct., and install the PV arrays when we have any schedule gaps Aug-Oct, finishing the remaining arrays in Nov and Dec. Most of our crew stops work with us Dec 1, but we have a couple guys who will stay on through Dec to complete this project.

Optional PV System Add-Ons:

- A third party energy monitor can be installed at one or more of the housing units, that will record 15 minute interval demand (KW) data. Nunatak can install an Emporia Vue meter, which records 15 minute demand data, for an adder of about \$350 per installed unit. Data from the metering website will have to be downloaded annually (into a csv file), as 15 minute interval data is only retained for 1 yr on the Emporia servers.

Other Considerations:

- Other panel and inverter configurations are available.
- PV systems are designed to shed snow as best as possible, but they will still need regular maintenance in the winter to remove snow and produce maximum energy after large snow events. Snow coverage and derated energy production for the months of Nov-April is included in the energy production estimates.
- Estimated production numbers are based on historical weather data and will vary year to year.



Please let us know if you have any questions. We look forward to being in touch shortly.

723 S 9th St, Gunnison, CO 81230

Office: (970)642-5554

info@nunatakenergy.com

www.nunatakenergy.com

**Nunatak Alternative Energy
Solutions**
723 S 9th St
Gunnison, CO 81230
(970) 642-5554
info@nunatakenergy.com
www.nunatakenergy.com



Estimate

ADDRESS

Gunnison County Sawtooth
Gunnison, CO 81230

ESTIMATE #	DATE	EXPIRATION DATE
2416	08/10/2023	08/24/2023

JOB

Sawtooth Enphase Total

ACTIVITY	QTY	AMOUNT
Grid-Direct PV System Roof Mounted Grid-Direct PV System: 4kw PV system with 10 x Q Cells 400W all-black panels, mounted on standing seam roof with Snap N Rack UR-60 Rails, Enphase IQ7A microinverters and Enphase module-level monitoring (requires reliable internet access)	12	105,383.40
Grid-Direct PV System Awning Mounted Grid-Direct PV System: 2.5kw Awning Mounted PV System with 7 x Panasonic Evervolt all-black 360W panels, Enphase IQ7A microinverters and Enphase module-level monitoring (requires reliable internet access)	6	46,506.00
Labor and Design:New Construction Labor Billable time for design, installation, and commissioning for roof mount systems	12	45,000.00
Labor and Design:New Construction Labor Billable time for design, installation, and commissioning for awning mount systems	6	21,000.00
Permit State Electrical Permit - one permit required for each electrical service / PV system	18	6,300.00

Let us know if you have any questions or would like to look at other equipment options.

SUBTOTAL	224,189.40
TAX	0.00
SHIPPING	4,500.00
TOTAL	\$228,689.40

Accepted By

Accepted Date

Q.PEAK DUO BLK ML-G10+ SERIES



385-410 Wp | 132 Cells
20.9% Maximum Module Efficiency

MODEL Q.PEAK DUO BLK ML-G10+



6 busbar
cell technology



12 busbar
cell technology



Breaking the 20% efficiency barrier

Q.ANTUM DUO Z Technology with zero gap cell layout boosts module efficiency up to 20.9%.



A reliable investment

Inclusive 25-year product warranty and 25-year linear performance warranty¹.



Enduring high performance

Long-term yield security with Anti LeTID Technology, Anti PID Technology² and Hot-Spot Protect.



Extreme weather rating

High-tech aluminium alloy frame, certified for high snow (5400 Pa) and wind loads (4000 Pa).



Innovative all-weather technology

Optimal yields, whatever the weather with excellent low-light and temperature behaviour.



The most thorough testing programme in the industry

Qcells is the first solar module manufacturer to pass the most comprehensive quality programme in the industry: The new "Quality Controlled PV" of the independent certification institute TÜV Rheinland.

¹ See data sheet on rear for further information.

² APT test conditions according to IEC/TS 62804-1:2015, method A (~1500 V, 96 h)

The ideal solution for:



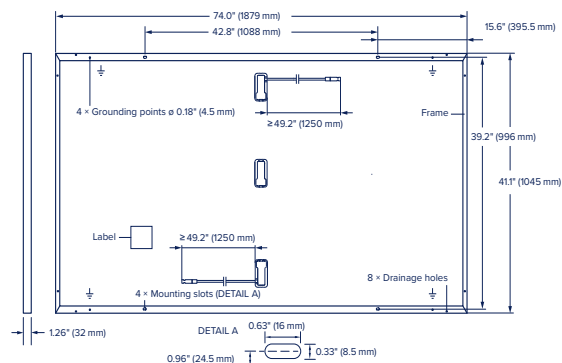
Rooftop arrays on
residential buildings



Q.PEAK DUO BLK ML-G10+ SERIES

Mechanical Specification

Format	74.0 in × 41.1 in × 1.26 in (including frame) (1879 mm × 1045 mm × 32 mm)
Weight	48.5 lbs (22.0 kg)
Front Cover	0.13 in (3.2 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Black anodised aluminium
Cell	6 × 22 monocrystalline Q.ANTUM solar half cells
Junction box	2.09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), IP67, with bypass diodes
Cable	4 mm ² Solar cable; (+) ≥ 49.2 in (1250 mm), (-) ≥ 49.2 in (1250 mm)
Connector	Stäubli MC4; IP68



Electrical Characteristics

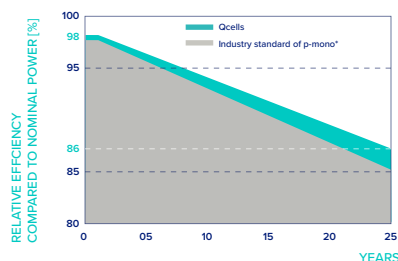
POWER CLASS			385	390	395	400	405	410
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC ¹ (POWER TOLERANCE +5 W/-0 W)								
Minimum	Power at MPP ¹	P _{MPP} [W]	385	390	395	400	405	410
	Short Circuit Current ¹	I _{SC} [A]	11.04	11.07	11.10	11.14	11.17	11.20
	Open Circuit Voltage ¹	V _{OC} [V]	45.19	45.23	45.27	45.30	45.34	45.37
	Current at MPP	I _{MPP} [A]	10.59	10.65	10.71	10.77	10.83	10.89
	Voltage at MPP	V _{MPP} [V]	36.36	36.62	36.88	37.13	37.39	37.64
	Efficiency ¹	η [%]	≥ 19.6	≥ 19.9	≥ 20.1	≥ 20.4	≥ 20.6	≥ 20.9

MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT²

Minimum	Power at MPP	P _{MPP} [W]	288.8	292.6	296.3	300.1	303.8	307.6
	Short Circuit Current	I _{SC} [A]	8.90	8.92	8.95	8.97	9.00	9.03
	Open Circuit Voltage	V _{OC} [V]	42.62	42.65	42.69	42.72	42.76	42.79
	Current at MPP	I _{MPP} [A]	8.35	8.41	8.46	8.51	8.57	8.62
	Voltage at MPP	V _{MPP} [V]	34.59	34.81	35.03	35.25	35.46	35.68

¹Measurement tolerances P_{MPP} ± 3%; I_{SC}; V_{OC} ± 5% at STC: 1000 W/m², 25 ± 2 °C, AM 1.5 according to IEC 60904-3 • ²800 W/m², NMOT, spectrum AM 1.5

Qcells PERFORMANCE WARRANTY

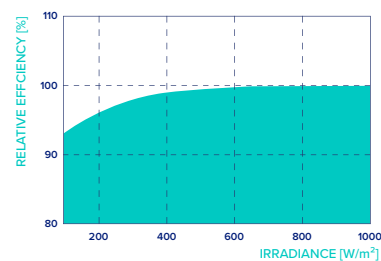


At least 98% of nominal power during first year. Thereafter max. 0.5% degradation per year. At least 93.5% of nominal power up to 10 years. At least 86% of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Qcells sales organisation of your respective country.

^{*}Standard terms of guarantee for the 5 PV companies with the highest production capacity in 2021 (February 2021)

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²).

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I _{SC}	α	[%/K]	+0.04	Temperature Coefficient of V _{OC}	β	[%/K]	-0.27
Temperature Coefficient of P _{MPP}	γ	[%/K]	-0.34	Nominal Module Operating Temperature	NMOT	[°F]	109 ± 5.4 (43 ± 3 °C)

Properties for System Design

Maximum System Voltage	V _{sys} [V]	1000 (IEC)/1000 (UL)	PV module classification	Class II
Maximum Series Fuse Rating	[A DC]	20	Fire Rating based on ANSI/UL 61730	TYPE 2
Max. Design Load, Push/Pull ³	[lbs/ft ²]	75 (3600 Pa)/55 (2660 Pa)	Permitted Module Temperature on Continuous Duty	-40 °F up to +185 °F (-40 °C up to +85 °C)
Max. Test Load, Push/Pull ³	[lbs/ft ²]	113 (5400 Pa)/84 (4000 Pa)		

³ See Installation Manual

Qualifications and Certificates

UL 61730, CE-compliant,
Quality Controlled PV - TÜV Rheinland,
IEC 61215:2016, IEC 61730:2016,
U.S. Patent No. 9,893,215 (solar cells),



Qcells pursues minimizing paper output in consideration of the global environment.

Note: Installation instructions must be followed. Contact our technical service for further information on approved installation of this product.

Harwha Q CELLS America Inc. 400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, USA | TEL +1 949 748 59 96 | EMAIL hqc-inquiry@qcells.com | WEB www.qcells.com

qcells

370W / 360W

The Panasonic Advantage



Higher Module Efficiency

Superior module efficiency of 20.3% and 19.7%, respectively, allows maximum power production with less roof space. With one of the industry's lowest annual degradation rates, power output of at least 86% is guaranteed after 25 years.



AllGuard and TripleGuard 25-Year Warranty¹

A long-term warranty is only as reliable as the company behind it. AllGuard and TripleGuard 25-year warranties cover EverVolt panels for performance, product, parts and labor for 25 years. Whether in year three or year 25, your Panasonic warranty will be there when you need it.



Half-cut Cell Technology

Half-cut cells with PERC technology minimizes electron losses, minimizes electron loss, maximizes conversion efficiency, and produces considerably higher power output over conventional panels.



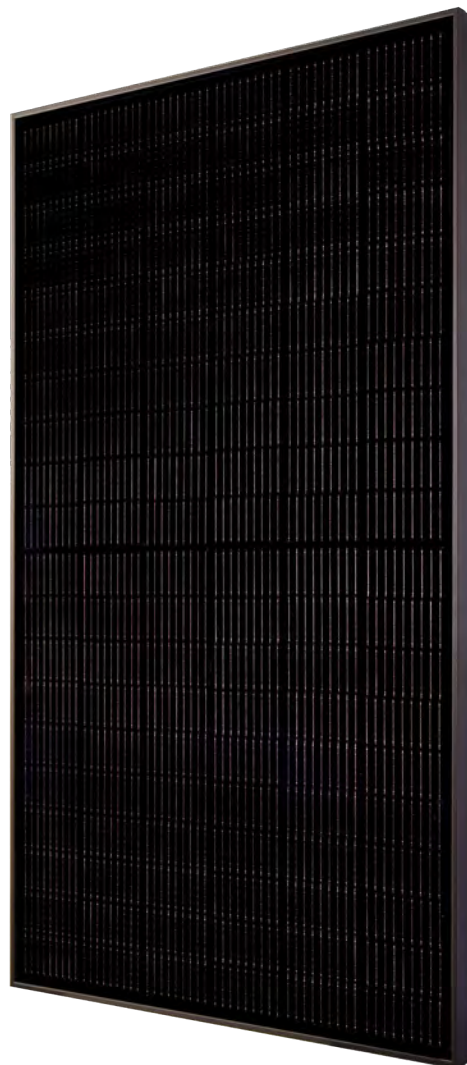
Durability & Quality Assurance

100% PID (Potential Induced degradation) Free, which supports reliability longevity. As a solar pioneer for over 40 years, Panasonic EverVolt solar panels are backed by innovation, experience and a brand you can trust.



Improved Performance When Shaded

Continuous power production in shaded areas for greater energy yields and output. More sunlight absorption means more clean power to your home.



ELECTRICAL SPECIFICATIONS

Model	EVPV370PK	EVPV360PK
Rated Power (P _{max}) ¹	370W	360W
Maximum Power Voltage (V _{pm})	34.7V	33.9V
Maximum Power Current (I _{pm})	10.68A	10.62A
Open Circuit Voltage (V _{oc})	41.0V	40.6V
Short Circuit Current (I _{sc})	11.38A	11.26A
Temperature Coefficient (P _{max})	-0.34 %/°C	
Temperature Coefficient (V _{oc})	-0.26 %/°C	
Temperature Coefficient (I _{sc})	0.04 %/°C	
NOCT	44°C (±2°C)	
CEC PTC Rating	345.6W	336.0W
Module Efficiency	20.3%	19.7%
Maximum System Voltage	1000V	
Maximum Series Fuse	25 A	
Watt Class Sorting	-0/+10W	

MECHANICAL SPECIFICATIONS

Junction Box	3-part, 3 bypass diodes, IP67 rated in accordance with IEC 62790
Connector Type	Stäubli MC4 PV-KBT4/KST4, 12 AWG(4 mm²) in accordance with IEC 62852 IP68 only when connected
Cable Size / Type	4 mm² solar cable, 1.0 m + 1.2 m in accordance with EN50618
Max Snow Load (+) ²	146 psf (7000 Pa) ⁺
Max Wind Load (-) ²	83.5 psf (4000 Pa) ⁺
Dimensions LxWxH	69.1 x 40.94 x 1.2 in (1755 x 1040 x 30 mm)
Weight	43.0 lbs (19.5 kg)
Pallet Dimensions LxWxH	71 x 42.5 x 48 in
Quantity per Pallet / Pallet Weight	33 pcs/ 1554 lbs. (705 kg)
Quantity per 40' Container	858 pcs

⁺Test Load. Design Load should be multiplied by two thirds.

OPERATING CONDITIONS AND SAFETY RATINGS

Certifications	UL 61730
	Hailstone 35mm [IEC61215-2:2016]
	Fire Type 2 [UL61730]
	Salt Mist [IEC 61701]
	PID [IEC62804]
	Ammonia Resistance [IEC62716]
Operating Temperature	-40°F to 185°F (-40°C to 85°C)
Limited Warranty	25* Yrs Workmanship and Power Output (Linear) ^{***}
Power Output in Year 1	98%
Annual Degradation	0.5%
Power Output in Year 25	86%

NOTE: Values at standard test conditions(STC: air mass AM1.5 irradiance 1000W/m², temperature 25°C).

* Maximum power at delivery. For guarantee conditions, please check our guarantee document.

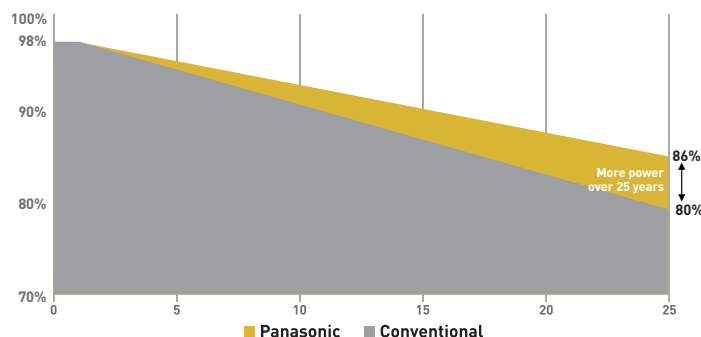
** Installation need to be registered through our website www.panasonicusahtwarranty.com within 60 days in order to receive twenty-five (25) year Product workmanship. Otherwise, Product Workmanship will be only fifteen (15) years.

¹Equipment must be installed by a Panasonic Authorized, Premium, or Elite installer and registered at www.panasonicusahtwarranty.com within 60 days in order to receive twenty-five (25) year AllGuard and TripleGuard warranty.

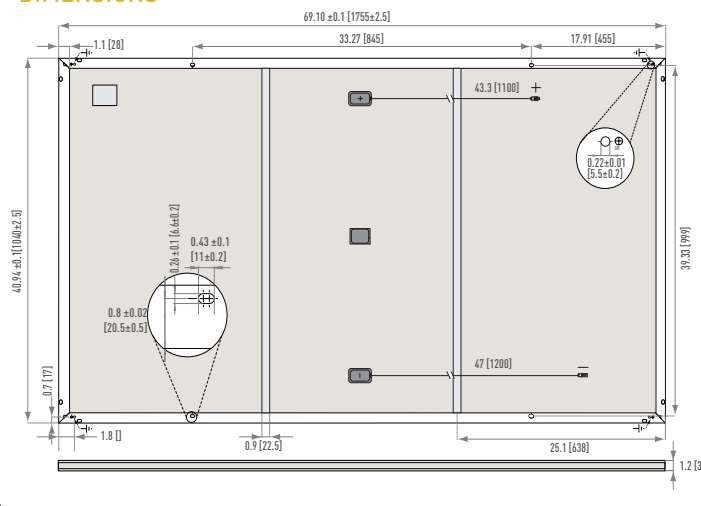
² Refer to installation manual for detailed mechanical loading information

^{***} 1st year 98%, after 2nd year 0.5% annual degradation to year 25.

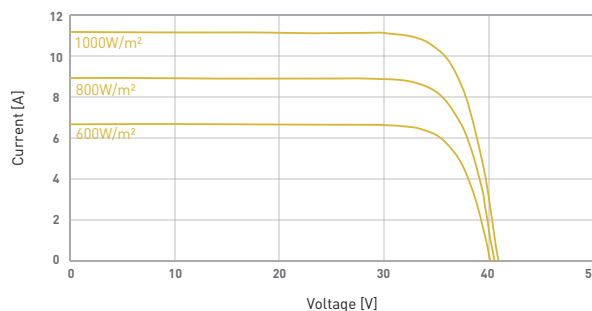
PERFORMANCE WARRANTY



DIMENSIONS



DEPENDENCE ON IRRADIANCE



Reference data for model : EVPV360PK
Cell temperature : 77°F (25°C)



NOTE: Specifications and information above may change without notice.

CAUTION! Please read the installation manual carefully before using the products.

Used electrical and electronic products must not be mixed with general household waste. For proper treatment, recovery and recycling of old products, please take them to applicable collection points in accordance with your national legislation.

Enphase IQ 7A Microinverter

The high-powered smart grid-ready **Enphase IQ 7A Micro™** dramatically simplifies the installation process while achieving the highest system efficiency for systems with 60-cell and 72-cell modules.

Part of the Enphase IQ System, the IQ 7A Micro integrates with the Enphase IQ Envoy™, Enphase IQ Battery™, and the Enphase Enlighten™ monitoring and analysis software.

The IQ Series Microinverters extend the reliability standards set forth by previous generations and undergo over a million hours of power-on testing, enabling Enphase to provide an industry-leading warranty of up to 25 years.



High Power

- Peak output power 366 VA @ 240 VAC and 295 VA @ 208 VAC

Easy to Install

- Lightweight and simple
- Faster installation with improved, lighter two-wire cabling
- Built-in rapid shutdown compliant (NEC 2014 & 2017)

Efficient and Reliable

- Optimized for high powered 60-cell and 72-cell modules
- Highest CEC efficiency of 97%
- More than a million hours of testing
- Class II double-insulated enclosure
- UL listed

Smart Grid Ready

- Complies with advanced grid support, voltage and frequency ride-through requirements
- Envoy and Internet connection required
- Configurable for varying grid profiles
- Meets CA Rule 21 (UL 1741-SA)



Enphase IQ 7A Microinverter

INPUT (DC)		IQ7A-72-2-US	
Commonly used module pairings ¹	295 W–460 W +		
Module compatibility	60-cell, 66-cell, and 72-cell PV modules		
Maximum input DC voltage	58 V		
Power point tracking voltage range ²	18 V–58 V		
Min/Max start voltage	33 V / 58 V		
Max DC short circuit current (module Isc) ³	15 A		
Overvoltage class DC port	II		
DC port backfeed current	0 A		
PV array configuration	1 x 1 ungrounded array; No additional DC side protection required; AC side protection requires max 20A per branch circuit		
OUTPUT (AC)		@ 240 VAC	@ 208 VAC
Peak output power	366 VA		295 VA
Maximum continuous output power	349 VA		290 VA
Nominal (L-L) voltage/range ⁴	240 V / 211–264 V		208 V / 183–229 V
Maximum continuous output current	1.45 A (240 VAC)		1.39 A (208 VAC)
Nominal frequency	60 Hz		
Extended frequency range	47–68 Hz		
AC short circuit fault current over 3 cycles	5.8 Arms		
Maximum units per 20 A (L-L) branch circuit ⁵	11 (240 VAC)		11 (208 VAC)
Overvoltage class AC port	III		
AC port backfeed current	18 mA		
Power factor setting	1.0		
Power factor (adjustable)	0.85 leading ... 0.85 lagging		
EFFICIENCY		@240 VAC	@208 VAC
CEC weighted efficiency	97.0 %		96.5%
MECHANICAL			
Ambient temperature range	-40°C to +60°C		
Relative humidity range	4% to 100% (condensing)		
Connector type: DC (IQ7A-72-2-US)	MC4		
Dimensions (HxWxD)	212 mm x 175 mm x 30.2 mm (without bracket)		
Weight	1.08 kg (2.38 lbs)		
Cooling	Natural convection — No fans		
Approved for wet locations	Yes		
Pollution degree	PD3		
Enclosure	Class II double-insulated, corrosion resistant polymeric enclosure		
Environmental category / UV exposure rating	NEMA Type 6 / outdoor		
FEATURES			
Communication	Power Line Communication (PLC)		
Monitoring	Enlighten Manager and MyEnlighten monitoring options Compatible with Enphase IQ Envoy		
Disconnecting means	The AC and DC connectors have been evaluated and approved by UL for use as the load-break disconnect required by NEC 690.		
Compliance	CA Rule 21 (UL 1741-SA) UL 62109-1, UL1741/IEEE1547, FCC Part 15 Class B, ICES-0003 Class B, CAN/CSA-C22.2 NO. 107.1-01 This product is UL Listed as PV Rapid Shut Down Equipment and conforms with NEC-2014 and NEC-2017 section 690.12 and C22.1-2015 Rule 64-218 Rapid Shutdown of PV Systems, for AC and DC conductors, when installed according manufacturer’s instructions.		

1. No enforced DC/AC ratio. See the compatibility calculator at <https://enphase.com/en-us/support/module-compatibility>.

2. CEC peak power tracking voltage range is 38 V to 43 V.

3. Maximum continuous input DC current is 10.2A.

4. Voltage range can be extended beyond nominal if required by the utility.

5. Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

To learn more about Enphase offerings, visit enphase.com

Enphase IQ Envoy

The **Enphase IQ Envoy™** communications gateway delivers solar production and energy consumption data to Enphase Enlighten™ monitoring and analysis software for comprehensive, remote maintenance and management of the Enphase IQ System.

With integrated revenue grade production metering and optional consumption monitoring, Envoy IQ is the platform for total energy management and integrates with the Enphase Ensemble™ and the Enphase IQ Battery™.



Smart

- Enables web-based monitoring and control
- Bidirectional communications for remote upgrades
- Supports power export limiting and zeroexport applications

Simple

- Easy system configuration using Enphase Installer Toolkit™ mobile app
- Flexible networking with Wi-Fi, Ethernet, or cellular

Reliable

- Designed for installation indoors or outdoors
- Five-year warranty



To learn more about Enphase offerings, visit enphase.com

Enphase IQ Envoy

MODEL NUMBERS

Enphase IQ Envoy™ ENV-IQ-AM1-240	Enphase IQ Envoy communications gateway with integrated revenue grade PV production metering (ANSI C12.20 +/- 0.5%) and optional consumption monitoring (+/- 2.5%). Includes one 200A continuous rated production CT (current transformer).

ACCESORIES (Order Separately)

Enphase Mobile Connect™ CELLMODEM-M1 (4G based LTE-M/5-year data plan) CELLMODEM-M1-B (4G-based LTE-M1/5-year data plan)	Plug and play industrial grade cellular modem with data plan for systems up to 60 microinverters. (Available in the US, Canada, Mexico, Puerto Rico, and the US Virgin Islands, where there is adequate cellular service in the installation area.)
Consumption Monitoring CT CT-200-SPLIT	Split-core consumption CTs enable whole home metering.
Ensemble Communications Kit COMMS-KIT-01	Installed at the IQ Envoy. For communications with Enphase Encharge™ storage and Enphase Enpower™ smart switch. Includes USB cable for connection to IQ Envoy or Enphase IQ Combiner™ and allows wireless communication with Encharge and Enpower.

POWER REQUIREMENTS

Power requirements	120/240 VAC split-phase. Max 20 A overcurrent protection required.
Typical Power Consumption	5W

CAPACITY

Number of microinverters polled	Up to 600

MECHANICAL DATA

Dimensions (WxHxD)	21.3 x 12.6 x 4.5 cm (8.4" x 5" x 1.8")
Weight	17.6 oz (498 g)
Ambient temperature range	-40° to 65° C (-40° to 149° F) -40° to 46° C (-40° to 115° F) if installed in an enclosure
Environmental rating	IP30. For installation indoors or in an NRTL-certified, NEMA type 3R enclosure.
Altitude	To 2000 meters (6,560 feet)
Production CT	- Limited to 200A of continuous current / 250A OCPD – 72kW AC - Internal aperture measures 19.36mm to support 250MCM THWN conductors (max) - UL2808 certified for revenue grade metering
Consumption CT	- For electrical services to 250A with parallel runs up to 500A - Internal aperture measures 0.84" x 0.96" (21.33mm x 24.38mm) to support 3/0 THWN conductor - UL2808 certified, for use at service entrance for services up to 250Vac

INTERNET CONNECTION OPTIONS

Integrated Wi-Fi	802.11b/g/n
Ethernet	802.3, Cat5E (or Cat 6) UTP Ethernet cable (not included)
Mobile	CELLMODEM-M1 (4G) or CELLMODEM-M1-B (4G). Not included. Note that an Enphase Mobile Connect cellular modem is required for all Ensemble installations.

COMPLIANCE

Compliance	UL 61010-1 CAN/CSA C22.2 No. 61010-1 47 CFR, Part 15, Class B, ICES 003 IEC/EN 61010-1:2010, EN50065-1, EN61000-4-5, EN61000-6-1, EN61000-6-2 Metering: ANSI C12.20 accuracy class 0.5 (PV production only)

To learn more about Enphase offerings, visit enphase.com



© 2021 Enphase Energy. All rights reserved. Enphase, the Enphase logo, IQ Envoy, and other trademarks or service names are the trademarks of Enphase Energy, Inc. Data subject to change. 06-30-2021

emporia VUE

Smart Home Energy Monitor for installation in residential circuit panels

EMCT-V2



Description

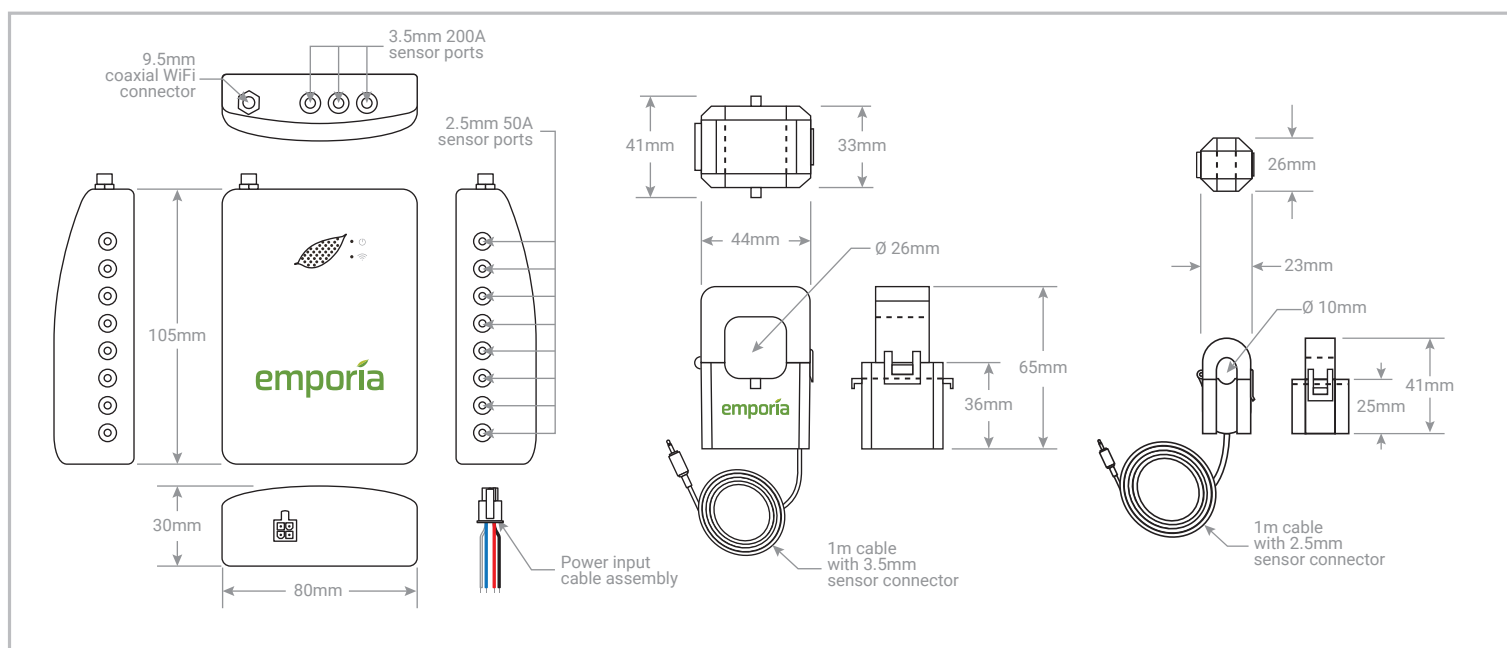
The Emporia Vue Smart Home Energy Monitor installs in the circuit panel of most homes to provide energy monitoring 24/7 of the whole home and can be bundled with 8 or 16 sensors to monitor individual appliances. The Vue connects to your home WiFi network and reports to an app on your phone to help you prevent costly repairs, make your home more energy efficient, and save you money.

Features

- 24/7 real power monitoring
- Real-time data
- Individual circuit monitoring
- Electrician install recommended
- Savings recommendations
- Granular 1 second data
- Connects to cloud over WiFi
- Saves money
- Conserves energy
- Reduces carbon

Specifications

WiFi	2.4 GHz 802.11b/g/n
CT Sensors	2 200A (0.333V) induction sensors (3-phase optional) 0/8/16 50A (0.333V) induction sensors
Power Adapter	100-240VAC 50-60Hz
Power Usage	< 3W
FCC ID	2AS6P-EMPCTV2



7901 Shaffer Pkwy
Littleton, CO 80127
www.emporiaenergy.com
info@emporiaenergy.com
844-EMPORIA (367-6742)



Complies with part
15 of the FCC Rules



I.T.E Energy Monitor
E506741

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 - Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

CDOT grant- GCSAPP

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: 9/14/2023

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 9/12/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/12/2023

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/15/2023

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted:

Agenda Date: 9/19/2023

STATE OF COLORADO SUBAWARD AGREEMENT

COVER PAGE

State Agency Department of Transportation	Agreement Number/PO Number 24-HTS-ZL-00208/491003273
Subrecipient GUNNISON COUNTY	Agreement Performance Beginning Date The later of the Effective Date or October 01, 2023
Subaward Agreement Amount Current Agreement Encumbered Total	Initial Agreement Expiration Date September 30, 2024
\$123,485.78	Fund Expenditure End Date September 30, 2024
Agreement Authority Authority to enter into this Agreement exists in CRS §§24-42-101, 24-42-103, 43-1-104, 43-1-106, 43-1-110, 43-5-401, appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC Chapter 4.	
Agreement Purpose NHTSA Grant funds awarded to agencies, organizations, and tribal governments within the State of Colorado that provide programs, projects, services, and strategies that are intended to reduce the number of deaths and serious injuries resulting from traffic crashes on Colorado roads.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: 1. Exhibit A – Statement of Work and Budget. 2. Exhibit B – Sample Option Letter. 3. Exhibit C – Federal Provisions. 4. Exhibit D – Additional Program Requirements. In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit C – Federal Provisions, and Exhibit D – Additional Program Requirements. 2. Colorado Special Provisions in §17 of the main body of this Agreement. 3. The provisions of the other sections of the main body of this Agreement. 4. Exhibit A – Statement of Work and Budget. 5. Executed Option Letters (if any).	
Principal Representatives For the State: Lisa Totman Office of Transportation Safety/Highway Safety Office Colorado Dept. of Transportation 2829 W. Howard Place Denver, CO 80204 Lisa.totman@state.co.us For Subrecipient: Matthew Birnie GUNNISON COUNTY 200 EAST VIRGINIA AVENUE GUNNISON, CO 81230 mbirnie@gunnisoncounty.org	

SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

SUBRECIPIENT GUNNISON COUNTY By: _____ Name: <u>Jonathan Houck</u> Title: <u>Chair-Gunnison BOCC</u> Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: _____ Name: _____ Title: _____ Date: _____
2nd State or Subrecipient Signature if needed By: _____ Name: _____ Title: _____ Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General _____ By: Assistant Attorney General Date: _____
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD _____ By: Department of Transportation Effective Date: _____	

TABLE OF CONTENTS

1. PARTIES.....	3
2. TERM AND EFFECTIVE DATE	3
3. DEFINITIONS	4
4. STATEMENT OF WORK AND BUDGET	6
5. PAYMENTS TO SUBRECIPIENT	6
6. REPORTING - NOTIFICATION	8
7. SUBRECIPIENT RECORDS	9
8. CONFIDENTIAL INFORMATION - STATE RECORDS.....	10
9. CONFLICTS OF INTEREST	11
10. INSURANCE	11
11. BREACH OF AGREEMENT	13
12. REMEDIES.....	13
13. DISPUTE RESOLUTION	14
14. NOTICES and REPRESENTATIVES.....	14
15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION.....	15
16. GENERAL PROVISIONS.....	15
17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).....	17

1. PARTIES

This Agreement is entered into by and between Subrecipient named on the Cover Page for this Agreement (the “Subrecipient”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Subrecipient and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred before the Effective Date, except as described in §0, or after the Fund Expenditure End Date.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or more, or one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Subrecipient, which shall be governed by §0.

i. Method and Content

The State shall notify Subrecipient of such termination in accordance with §Error! Reference source not found.. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Subrecipient shall be subject to the rights and obligations set forth in §0.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Subrecipient an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Subrecipient for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Subrecipient which are directly attributable to the uncompleted portion of Subrecipient's obligations, provided that the sum of any and all reimbursement shall not exceed the Subaward Maximum Amount payable to Subrecipient hereunder.

F. Subrecipient's Termination Under Federal Requirements

Subrecipient may request termination of this Agreement by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Agreement is terminated in this manner, then Subrecipient shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this subaward agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Subrecipient, or the appointment of a receiver or similar officer for Subrecipient 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 Subrecipient is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in Exhibit A.
- E. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.
- F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- G. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Subrecipient's Work that is intended to be delivered by Subrecipient.

- H. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- I. **“End of Term Extension”** means the time period defined in §0.
- J. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- K. **“Extension Term”** means the time period defined in §0.
- L. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Subrecipient 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. National Highway Traffic Safety Administration (NHTSA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- N. **“Goods”** means any movable material acquired, produced, or delivered by Subrecipient as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Subrecipient in connection with the Services.
- O. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- P. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- Q. **“Initial Term”** means the time period defined in §0.
- R. **“Matching Funds”** (Local Funds, or Local Match) means the funds provided by Subrecipient as a match required to receive the Grant Funds and includes in-kind contribution.
- S. **“NHTSA”** means National Highway Traffic Safety Administration.
- T. **“Party”** means the State or Subrecipient, and “Parties” means both the State and Subrecipient.
- U. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. 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.
- V. **“Recipient”** means the State agency shown on the Signature and Cover Pages of this Agreement, for the purposes of this Federal Award.
- W. **“Services”** means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient 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 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 Subrecipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, 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.
- BB. **“Subaward Maximum Amount”** means an amount equal to the total of Grant Funds for this Agreement.
- CC. **“Subcontractor”** means any third party engaged by Subrecipient to aid in performance of the Work. “Subcontractor” also includes sub-recipients of Grant Funds.
- DD. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- EE. **“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-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- FF. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- GG. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK AND BUDGET

Subrecipient shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Subrecipient for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO SUBRECIPIENT

A. Subaward Maximum Amount.

Payments to Subrecipient are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Subrecipient any amount under this Agreement that exceeds the Subaward Maximum Amount shown on the Cover Page of this Agreement as “Federal Funds Maximum Amount”.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Subrecipient in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Subrecipient shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.
- d. 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 Subrecipient 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 Subrecipient shall make all changes necessary to correct that invoice.
- e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Subrecipient shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If Subrecipient disputes any calculation, determination or amount of any payment, Subrecipient shall notify the State in writing of its dispute within 30 days following the earlier to occur of Subrecipient'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 Subrecipient 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 Subrecipient beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Subrecipient shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §0.

v. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Increase or Decrease

The State, at its discretion, shall have the option to increase or decrease the maximum amount payable hereunder, by increasing or decreasing the quantity of goods/services described in Exhibit A at the same rates and under the same terms specified in this Agreement. In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Exhibit B prior to the end of the current Agreement term. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in the Agreement.

D. Matching Funds

Subrecipient shall provide Matching Funds as provided in Exhibit A. Subrecipient shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. 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 Agreement by the authorized representatives of Subrecipient and paid into Subrecipient's treasury or bank account. Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of 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.

E. Reimbursement of Subrecipient Costs

- i. The State shall reimburse Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of **§5**, this Agreement and Exhibit A. However, any costs incurred by Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Subrecipient for costs or expenses incurred or performance by the Subrecipient prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Subrecipient. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement.
- ii. The State shall reimburse Subrecipient's allowable costs, not exceeding the Subaward Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A. Except as provided in **§5.E.**, Subrecipient may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Subrecipient provides notice to the State of the change, the change does not modify the Subaward Maximum Amount or the Subaward Maximum Amount for any federal fiscal year or State Fiscal Year, and the change does not modify any requirements of the Work.
- iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:
 - a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
 - b. Equal to the actual net cost to Subrecipient (i.e. the price paid minus any items of value received by Subrecipient that reduce the cost actually incurred).
- iv. Subrecipient's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Subrecipient shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

F. Use of Funds, Budget Adjustments

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget. Subrecipient may adjust budgeted expenditure amounts up to 10% between activities of said Budget without approval of the State. Budget adjustments to activities exceeding 10% but less than 24.99% must be submitted in advance of actual cost and receive written State approval, which approval may be transmitted informally by email or such other means that does not rise to the level of an amendment to this Agreement. A budget revision of **Exhibit A** will be issued by the State with any such adjustment. Adjustments in excess of 24.99% for any activity shall be authorized by the State in an amendment to this Agreement which may also require an amendment to **Exhibit A**. Budget adjustments shall not increase the State's total consideration beyond the Subaward Maximum Amount without an amendment to this Agreement.

G. Close-Out

Subrecipient shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Subrecipient shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Subrecipient's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement due to Subrecipient's failure to submit required documentation, then Subrecipient may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION**A. Quarterly Reports**

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Subrecipient shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted

to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Subrecipient is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Subrecipient's ability to perform its obligations under this Agreement, Subrecipient 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 Agreement.

C. Performance and Final Status

Subrecipient shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Subrecipient shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. SUBRECIPIENT RECORDS

A. Maintenance

Subrecipient shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the "Subrecipient Records"). Subrecipient shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Subrecipient in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Subrecipient shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Subrecipient Records during the Record Retention Period. Subrecipient shall make Subrecipient Records available during normal business hours at Subrecipient's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Subrecipient's performance of its obligations under this Agreement using procedures as determined by the State or that governmental entity. Subrecipient shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Subrecipient and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Subrecipient's performance in a manner that does not unduly interfere with Subrecipient's performance of the Work.

D. Final Audit Report

Subrecipient shall promptly submit to the State a copy of any final audit report of an audit performed on Subrecipient's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Subrecipient or a third party. Additionally, if Subrecipient is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Subrecipient shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Subrecipient shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Subrecipient shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Subrecipient shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Subrecipient shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Subrecipient shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Subrecipient shall provide the State with access, subject to Subrecipient's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Subrecipient shall return State Records provided to Subrecipient or destroy such State Records and certify to the State that it has done so, as directed by the State. If Subrecipient is prevented by law or regulation from returning or destroying State Confidential Information, Subrecipient warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Subrecipient becomes aware of any Incident, Subrecipient 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 Subrecipient can establish that Subrecipient, and its agents, employees, and Subcontractors are not the cause or source of the Incident, Subrecipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Subrecipient shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Subrecipient shall make all modifications as directed by the State. If Subrecipient cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Subrecipient shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Subrecipient's sole expense, require Subrecipient to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Subrecipient shall provide the State with the results of such audit and evidence of Subrecipient's planned remediation in response to any negative findings.

E. Data Protection and Handling

Subrecipient shall ensure that all State Records and Work Product in the possession of Subrecipient or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

If Subrecipient or any of its Subcontractors will or may receive PII under this Agreement, Subrecipient 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. Subrecipient 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

Subrecipient 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 Subrecipient under this Agreement. Such a conflict of interest would arise when a Subrecipient or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Subrecipient acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict has arisen, Subrecipient shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Subrecipient acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Subrecipient further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Subrecipient employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Subrecipient shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Subrecipient may also be subject to such penalties as are allowed by law.

10. INSURANCE

Subrecipient shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Subrecipient 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. 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 Subrecipient and Subcontractors.

E. Primacy of Coverage

Coverage required of Subrecipient and each Subcontractor shall be primary over any insurance or self-insurance program carried by Subrecipient or the State.

F. Cancellation

All 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 Subrecipient and Subrecipient shall forward such notice to the State in accordance with **§Error! Reference source not found.** within seven days of Subrecipient's receipt of such notice.

G. Subrogation Waiver

All insurance policies secured or maintained by Subrecipient or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Public Entities

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

I. Certificates

For each insurance plan provided by Subrecipient under this Agreement, Subrecipient shall provide to the State certificates evidencing Subrecipient's insurance coverage required in this Agreement prior to the Effective Date. Subrecipient shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Subrecipient's subcontract is not in effect as of the Effective Date, Subrecipient shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Subrecipient's execution of the subcontract. No later than 15 days before the expiration date of Subrecipient's or any Subcontractor's coverage, Subrecipient shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Subrecipient shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Agreement, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §Error! Reference source not found. for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Subrecipient is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Subrecipient is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §Error! Reference source not found., shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Subrecipient's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Subrecipient fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Subrecipient shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Subrecipient 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, Subrecipient shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Subrecipient shall assign to the State all of Subrecipient's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Subrecipient shall take timely, reasonable and necessary action to protect and preserve property in the possession of Subrecipient but in which the State has an interest. At the State's request, Subrecipient shall return materials owned by the State in Subrecipient's possession at the time of any termination. Subrecipient 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 Subrecipient for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Subrecipient was not in breach or that Subrecipient's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §0.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Subrecipient shall remain liable to the State for any damages sustained by the State in connection with any breach by Subrecipient, and the State may withhold payment to Subrecipient for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Subrecipient is determined. The State may withhold any amount that may be due Subrecipient 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 Subrecipient's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Subrecipient to an adjustment in price or cost or an adjustment in the performance schedule. Subrecipient 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 Subrecipient after the suspension of performance.

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Subrecipient's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Subrecipient's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Subrecipient shall, as approved by the State (i) secure that right to use such Work for the State and Subrecipient; (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. Subrecipient's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Subrecipient, following the notice and cure period in §Error! Reference source not found. and the dispute resolution process in §Error! Reference source not found. shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Subrecipient for resolution.

B. Resolution of Controversies

If the initial resolution described in §0 fails to resolve the dispute within 10 Business Days, Subrecipient shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Subrecipient wishes to challenge any decision rendered by the Procurement Official, Subrecipient's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Subrecipient pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if

any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Subrecipient agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Awarding Agency's and State's purposes. All Work Product shall be delivered to the State by Subrecipient upon completion or termination hereof.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, 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 information provided by or on behalf of the State to Subrecipient are the exclusive property of the State (collectively, "State Materials"). Subrecipient shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Subrecipient's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Subrecipient 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 Subrecipient

Subrecipient retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Subrecipient 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 Subrecipient under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Subrecipient Property"). Subrecipient Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

Subrecipient's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Subrecipient's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Subrecipient shall not enter into any subaward or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Subrecipient shall submit to the State a copy of each such subaward or subcontract upon request by the State. All subawards and subcontracts entered into by Subrecipient in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Subrecipient enters into a subcontract or subaward would also be considered a Subrecipient, then the subcontract or subaward entered into by Subrecipient shall also contain provisions permitting both Subrecipient and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§16.A.**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Subrecipient's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

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

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Subrecipient. Subrecipient shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Subrecipient may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A.**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

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

R. Standard and Manner of Performance

Subrecipient shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Subrecipient's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

- i. Subrecipient shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- ii. Subrecipient, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

T. Federal Provisions

Subrecipient shall comply with all applicable requirements of Exhibits C, D, and E at all times during the term of this Agreement.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

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

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

Subrecipient shall perform its duties hereunder as an independent contractor and not as an employee. Neither Subrecipient nor any agent or employee of Subrecipient shall be deemed to be an agent or employee of the State. Subrecipient shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Subrecipient 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 Subrecipient or any of its agents or employees. Subrecipient shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Subrecipient 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.

Subrecipient shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Subrecipient hereby certifies and warrants that, during the term of this Agreement and any extensions, Subrecipient has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Subrecipient is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Subrecipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Subrecipient's services and Subrecipient 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 Subrecipient in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Subrecipient by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Subrecipient, 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] Subrecipient certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Subrecipient that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Subrecipient **(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 Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Subrecipient has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three 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 Subrecipient participates in the Department program, Subrecipient shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Subrecipient fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Subrecipient shall be liable for damages.

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

Subrecipient, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Subrecipient **(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 Agreement.

EXHIBIT A, STATEMENT OF WORK AND BUDGET**Action Plan****Agency Name: Gunnison County****Project Title: Gunnison County Substance Abuse Prevention Pilot Project (GCSAPP)****WBS Element: 24NHTSA402.0313 / SAM UEI: NSN9FAGKEDJ9 / CFDA: 20.600****Description**

GCSAPP will utilize the Positive Youth Development (PYD) framework in upstream and primary prevention efforts with youth. The broader community will also be addressed in efforts emphasizing community stakeholders' and parents' support, understanding and modeling behavior.

The grantee shall provide the work through a grant at the prices and rates specified in this Action Plan. The budget will be within 10% in Years 2 and 3 as it was planned in Year 1.

The planned activities noted below will be similar in Years 2 and 3.

Grantees Responsibilities

The grantee will provide the following types of services under this Contract:

1. Utilizing the GCSAPP Youth Coalition we will increase positive social norming and education around substance-free youth events, particularly on high-risk nights, and supporting youth and adults to build a community of like-minded people.
2. Collect and analyze qualitative and quantitative community data around impaired driving.
3. Provide a classroom-based driver education program.

If applicable, and in accordance with 23 CFR Part 1300 Appendix C, the accepting agency, as a representative of its political subdivision, requests the benefit of the CDOT Highway Safety Office's coordination of paid media, traffic safety marketing, and law enforcement liaison assistance to change driver behavior. The CDOT Highway Safety Office coordinates these activities Statewide to complement the initiatives outlined in your Scope of Work. These efforts include local jurisdictions and will be coordinated statewide. By signing this contract, the project director signifies their understanding and approves the use of these activities within their jurisdiction.

FY24 Budget
Gunnison County
Gunnison County Substance Abuse Prevention Pilot Project
24NHTSA402.0313

Budget (Section 1 of 3)

Budget Summary

Personnel Services Totals:	\$0.00	Operating Expenses Totals:	\$19,010.00
Hourly Employee Totals:	\$31,780.80	Contractual Services Totals:	\$49,300.00
Fringe Benefit Costs Totals:	\$10,560.00	Travel Expenses Totals:	\$1,609.00
Capital Equipment Totals:	\$0.00		

Subtotal Before Indirect Costs: \$112,259.80

Indirect Rate: 10.00%

Indirect Cost Totals: \$11,225.98

Budget Total: \$123,485.78

Name of Position	Salary Type	Monthly Salary Amount			Number of Months	Budget Description	Total
Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Budget Description	Total
Prevention Program Coordinator	Straight Time Rate	\$31.14	40.00	\$1,245.60	12.00	Supports program manager with deliverable execution and project completion. Coordination of the GCSAPP youth coalition and efforts.	\$14,947.20
GCSAPP Program Manager	Straight Time Rate	\$35.07	40.00	\$1,402.80	12.00	Coordinates project with fidelity including executing and managing grant deliverables, budget, reporting and evaluation. Oversees program staff and youth advisors. Facilitates the GCSAPP coalition.	\$16,833.60
Description	Total Monthly Fringe Costs		Number of Months	Total	Budget Description		
Prevention Program Coordinator	\$520.00		12.00	\$6,240.00	Hourly Fringe for the Prevention Program Coordinator = \$13 hr x 40 hr/mo = \$520		
GCSAPP Program Manager	\$360.00		12.00	\$4,320.00	Hourly fringe for the GCSAPP Program Manager = \$9 hr x 40 hr/mo = \$360		

Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Budget Description	Total
Participant Incentive Cost	Cost per Unit	\$15.00	100.00	Incentives for community member's to complete the GCSAPP Community Survey. Only provided to those who complete in person with GCSAPP staff present. This will average about 20% of completed surveys.	\$1,500.00
GCSAPP Youth Coalition Social Norming Events	Cost per Unit	\$500.00	4.00	4 positive social norming events @ \$500 an event to cover the cost of materials, licensing fees, speaker fees, and space rentals	\$2,000.00
Phone Cost	Monthly Cost	\$35.00	12.00	Phone - \$35 month for 1 FTE	\$420.00
Computer Cost	Cost per Unit	\$3,000.00	1.00	computer cost for 1 FTE	\$3,000.00
Marketing and Social Media	Monthly Cost	\$375.00	12.00	Newspaper and social media ads to increased understating of community risk and protective factors including impaired driving, social hosting and positive social norming.	\$4,500.00
Rent	Monthly Cost	\$200.00	12.00	Office space rent	\$2,400.00
Copies	Monthly Cost	\$120.00	12.00	Copies and printing	\$1,440.00
Community Survey	Cost per Unit	\$1.00	1,500.00	Survey software and materials for the GCSAPP Community Survey	\$1,500.00
Driver's Ed/GDL Materials	Cost per Unit	\$250.00	9.00	Materials for drivers education courses including books, promotional materials, copies, etc.	\$2,250.00

The Cost per Mile cannot exceed the established State of Colorado rate for cost per mile [State Mileage Rate](#)

Description	Monthly Miles		Number of Months		Cost per Mile	Budget Description	Total
Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour			Budget Description	Total
Driver's Ed/GDL	130.00	9.00	\$40.00			Facilitate drivers education courses (8 week and weekend intensive courses), manage recruitment of youth, increase partnerships with the school district, and support with successful graduation.	\$46,800.00
Youth Advisor	10.00	10.00	\$25.00			Supports with data collection and analysis including focus groups and key informant interviews and engagement with stakeholders and community partners.	\$2,500.00

Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Budget Description	Total
Lodging	2	\$450.00	\$150/night x 2 people x 3 nights = \$900	\$900.00
Mileage	2	\$147.50	.59 per mile x 1 RT to Gunnison to Denver @ 500 miles	\$295.00
Per diem	2	\$207.00	\$69 per diem x 3 days x 2 persons = \$414	\$414.00

Description	Number of Units	Cost Per Unit	Budget Description	Total

Description	Indirect Rate	Budget Description	Subtotal Before Indirect Costs	Total
Indirect Rate	10.00%	Gunnison County has a 10% Indirect Rate	\$112,259.80	\$11,225.98

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Subrecipient Insert Subrecipient's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Contract Number of the Original Contract
Subaward Agreement Amount Federal Funds Maximum Amount (%) \$0.00 Local Funds Local Match Amount (%) \$0.00 Agreement Total \$0.00	Option Agreement Number Insert CMS number or Other Contract Number of this Option Agreement Performance Beginning Date The later of the Effective Date or Month, Day, Year Current Agreement Expiration Date Month, Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term or End of Term Extension.
- B. Option to change the quantity of Goods under the Agreement.
- C. Option to change the quantity of Services under the Agreement.

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement 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 Agreement, as amended.
- C. **For use with Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or ____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: _____ Name: _____ Title: _____ Date: _____	In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Option Letter Effective Date: _____

EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS

- 1.1. The Contract 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 Contract, or any attachments or exhibits incorporated into and made a part of the Contract, the provisions of these Federal Provisions shall control.

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 Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
- 2.1.1.1. Awards may be in the form of:
- 2.1.1.1.1. Grants;
- 2.1.1.1.2. Contracts;
- 2.1.1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 2.1.1.1.4. Loans;
- 2.1.1.1.5. Loan Guarantees;
- 2.1.1.1.6. Subsidies;
- 2.1.1.1.7. Insurance;
- 2.1.1.1.8. Food commodities;
- 2.1.1.1.9. Direct appropriations;
- 2.1.1.1.10. Assessed and voluntary contributions; and
- 2.1.2.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 2.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 2.1.1.2. Award **does not** include:
- 2.1.1.2.1. Technical assistance, which provides services in lieu of money;
- 2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 2.1.1.2.3. Any award classified for security purposes; or
- 2.1.1.2.4. 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).
- 2.1.2. “Contract” means the Agreement or Subaward Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.3. “Contractor” means the party or parties to a Contract or Subaward Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes Subrecipients and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “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>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;

- 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
- 2.1.5.2. A foreign public entity;
- 2.1.5.3. A domestic or foreign non-profit organization;
- 2.1.5.4. A domestic or foreign for-profit organization; and
- 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Sub award to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “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.”
- 2.1.10. “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.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. 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” 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 Subrecipient. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “Subrecipient Parent DUNS Number” means the sub recipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the sub recipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 2.1.17.1. Salary and bonus;
 - 2.1.17.2. 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;
 - 2.1.17.3. 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;
 - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;

- 2.1.17.6. 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.
- 2.1.18. “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 also is referred to as FFATA.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which 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.
- 2.1.20. “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.

3. COMPLIANCE

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. 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 may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor 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. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s information.

5. TOTAL COMPENSATION

- 5.1. Contractor 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 \$25,000 or more; and
 - 5.1.2. In the preceding fiscal year, Contractor received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub awards subject to the Transparency Act; and
 - 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub awards subject to the Transparency Act; and
 - 5.1.3. 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. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract 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 and shall become part of Contractor's obligations under this Contract.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING

- 7.1. 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.
- 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. If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Sub award was made:
 - 8.1.1.1. Subrecipient DUNS Number;
 - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient Parent DUNS Number;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
 - 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Agreement, the following data elements:
 - 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and 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.
- 9.2. 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 Recipient and auditors to have access to Sub recipient's records and financial statements as necessary for Recipient to meet the requirements of §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 the Uniform Guidance. 2 CFR §200.331(a)(5).

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 §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §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 Part 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 Uniform Guidance §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 Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

- 12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.
- 12.1.1. **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.
- 12.1.1.1. During the performance of this contract, the contractor agrees as follows:
- 12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants

for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."
- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with 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 or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and 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 Contract,” 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 Contracts,” and any implementing regulations issued by the 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.** Contracts and subawards of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award 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 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.
- 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 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.

13. CERTIFICATIONS

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed, or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS

- 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 Contractor 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.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract 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, at law or in equity.

EXHIBIT D, ADDITIONAL PROGRAM REQUIREMENTS

Certifications and Assurances

It is hereby understood that this Application and the attachments hereto, when approved and signed by all concerned parties, as indicated shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this Application and attachments, taken as a whole. This agreement is based on CDOT procedures and Federal guidelines found in 2 CFR 1201, 2 CFR Chapter I, Chapter II, XII, Part 200 in order to standardize and simplify federal grants. The signature below of an authorized representative of the applicant agency certifies and ensures that all the following conditions will be met.

- 1) Reports – The Contractor shall submit quarterly reports, a final report at the end of the project, and special reports, if any, as outlined in the Project Agreement. Please read Part 5, Reporting Requirements, following this section.
- 2) Copyrights, Publications, and Patents – Where activities supported by this project produce original copyright material, the Contractor may copyright such, but CDOT reserves nonexclusive and irrevocable license to reproduce, publish, and use such materials and to authorize others to do so. The Contractor may publish, at its own expense, the results of project activities without prior review by CDOT, provided that any publications (written, visual or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and CDOT. Any discovery or invention derived from work performed under this project shall be referred to CDOT, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other action required to protect the public interest.
- 3) Termination – This project agreement may be terminated or fund payments discontinued or reduced by CDOT at any time upon written notice to the Contractor due to non-availability of funds, failure of the Contractor to accomplish any of the terms herein, or from any change in the scope or timing of the project.
- 4) Fiscal Records – Contractor will maintain complete and detailed accounting records of all costs incurred on this project, including documentation of all purchases of supplies, equipment, and services; travel expenses; payrolls; and time records of any person employed part-time on this project. Federal, State or CDOT auditors shall have access to any records of the Contractor. These records shall be retained for three years after the final audit is completed or longer, if necessary, until all questions are resolved.
- 5) Funding – The Contractor will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the project agreement. Reimbursement will be made periodically by CDOT based on approved requests for reimbursement. If matching funds are required, the Contractor will expend them from nonfederal sources, which must be spent no later than 30 days following the completion of the project.
- 6) Cost Principles and Grant Management – The eligibility of costs incurred, and the management of this project shall be determined in accordance with 2 CFR Chapter I Chapter II Part 200 and for state and local agencies and educational institutions, and 2 CFR, Part 230 for nonprofit entities.
- 7) Obligation Funds – Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.
- 8) Changes – The Contractor must obtain prior written approval from CDOT for major project changes, including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, project budget or transfer of funds from one category in the budget to another. The period of performance of the project, however, cannot be changed.
- 9) Program Income – CDOT safety programs encourage Contractors to earn income to help defray program costs, but there are federal regulations that must be followed. Program income is defined as gross income received by the State and/or Contractor directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Income earned by the Contractor with respect to the conduct of the project (sale of publications, registration fees, service charges, donations for child safety seats, etc.) must be accounted and income applied to project purposes, used to reduce project costs, or be used to meet cost agency

matching requirements. The Contractor is responsible for reporting all program income according to federal and state requirements.

- 10) Purchases – Purchase of equipment or services must comply with state or local regulations. After the end of the project period, equipment should continue to be utilized for traffic safety purposes and cannot be disposed of without written approval of CDOT. The Contractor shall make and maintain an inventory of equipment to include descriptions, serial numbers, locations, costs or other identifying information, and submit a copy to CDOT.
- 11) Third Party Participants – No contracts or agreements may be entered into by the Contractor related to this project which are not incorporated into the project agreement and approved in advance by CDOT. The Contractor will retain ultimate control and responsibility for the project. CDOT shall be provided with a copy of all contracts and agreements entered into by Contractors. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be provided to CDOT.
- 12) Participation by Disadvantaged Business Enterprises – The contractor agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.
- 13) Non-Discrimination – In the performance of this agreement the Contractor, by its signature below, certifies and assures that it shall comply with all Federal statutes and implementing regulations relating to nondiscrimination. (These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to the application. The Contractor shall not discriminate on the basis of race, color, national origin, sex, religion, age, creed, Vietnam Era and Disabled Veterans status or sensory, mental or physical handicap in the provision of any terms and conditions of employment or the provision of service or benefits otherwise afforded and will take the affirmative action necessary to accomplish the objects of the above referenced laws.
- 14) Political Activities – In accordance with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) no funds, materials, equipment, or services provided in this project agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or to pay any person to influence or attempt to influence an officer or employee of congress, or an employee of a member of congress, an officer or employee of congress in connection with the awarding of any federal loan or the entering in of any cooperative agreements.
- 15) Single Audit –All Non-Federal entities that expend \$750,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, 2 CFR 200 Chapter I, Chapter II - Sub Part F, the OMB Circular Compliance Supplement and Government Auditing Standards. A single audit is intended to provide a cost-effective audit for non-Federal entities in that one audit is conducted in lieu of multiple audits of individual programs. Nonfederal entities include States, Local Governments, and Non-

Profit Organizations. The term non-profit organization includes non-profit institutions of higher education and hospitals.

- 16) Safety Belt Policy – No funds, materials, property, or services will be provided to any political subdivision that does not have a current and actively enforced policy requiring the use of seat belts.
- 17) Drug Free Workplace – In accordance with the Anti-Drug Act of 1988 (41 USC 702-707) and Drug-Free Workplace (42 USC 12644), CDOT has the responsibility to ensure that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employees, grantees, and/or sub-grantee of the Contractor and/or any such activity is prohibited in the Contractor's workplace.
- 18) Colorado Standard Field Sobriety Testing – All law enforcement officers who are performing impaired driving enforcement activities with funding from CDOT must be in compliance with the current Colorado Standards for Field Sobriety Testing Standards.
- 19) Debarment and Suspension - The applicant certifies, by signature below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 20) Restriction on State Lobbying - None of the funds under this program shall be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect e.g., "grassroots" lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- 21) Certification Regarding Federal Lobbying - The undersigned certifies, to the best of his or her knowledge and belief, that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 22) Federal Funding Accountability and Transparency Act – The State is required to report for each sub-grant awarded as shown below. Contractor agrees to provide the information below upon request for reporting purposes.
 - Name of the entity receiving the award;
 - Amount of the award;
 - Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;

- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
 - A unique identifier (DUNS);
 - The names and total compensation of the five most highly compensated officers of the entity if-- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;
- (i) the entity in the preceding fiscal year received—
- (I) 80 percent or more of its annual gross revenues in Federal awards; and
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity 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 section 6104 of the Internal Revenue Code of 1986;

- 23) System For Award Management (SAM) and Universal Identifier Requirements – Requires that the contractor be registered in the SAM.Gov prior to submitting an application or plan; and maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency.
- 24) Buy American Act - Citation: Public Law 112-141/MAP-21 requires that states comply with the Buy America Act. The undersigned certifies, to the best of his or her knowledge and belief, that: No federal highway grant funds under 23 U.S.C. Chapter 4 will be used to purchase products, unless they are produced in the United States. This prohibition applies to steel, iron, and all manufactured products, unless the Secretary of Transportation has determined that it is appropriate to waive the Buy America Act requirement. There is a threshold of single purchase costing less than \$5,000 that is exempt from the need for a waiver. The Secretary of Transportation may waive the Buy America Act requirement if: 1) the requirements would be inconsistent with the Public Interest 2) the products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality and 3) use of the products produced in the United States would increase the overall cost of the project by more than 25 percent.

Reporting Frequency: The Office of Transportation Safety HSO requires three types of reports in conjunction with highway safety projects:

1. Quarterly reports during the life of a project;
2. A final report at the conclusion of a project. This is to include training and consultant reports, if applicable;
3. Annual Report Template (to be provided by CDOT)

These reports keep the HSO informed of a project's progress, explain any difficulties encountered, provide a background of information that can be passed on to others, suggest ways in which CDOT can assist with the project and aid in distribution of funds.

Quarterly Reports: These are to be submitted quarterly and are due within twenty (20) calendar days after the end of the reporting calendar quarter as follows:

First Quarter:	1 October – 31 December	Report due January 20
Second Quarter:	1 January – 31 March	Report due April 20
Third Quarter:	1 April – 30 June	Report due July 20

If there is no activity during the reporting period, submit a report indicating so. Any original or innovative ideas or methods employed in your project should be incorporated into your reports.

Fourth and Final Report: The fourth quarter and final report can be combined. These are to be submitted within 45 days of contract completion, which is no later than November 15. Final reports are to be detailed and must describe whether the project objectives were accomplished, if technical and fiscal problems were encountered, and what improvements in traffic safety have resulted or probably will result. Included in final reports will be copies of publications, training reports and any statistical data generated in project execution. These final reports should discuss the following:

1. Accomplishments compared to the original project objectives;
2. Were all activities of the project completed as scheduled? Include dates and milestones when studies were completed; equipment acquired, installed and operated;
3. Any unanticipated proceedings that affected the project;
4. Funding and costs for completion of the project in relationship to original estimates; and
5. Third party performance if applicable. A copy of any consultant reports should be included with the final report.

Annual Report Template: An Annual Report template will be provided to the contractor in late October. The contractor is responsible for providing the requested information and submitting back to HSO. The templates are then used to form the basis of the OTS's HSO Annual Report.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Release of Development Improvements A

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Board of County Commissioners of the County of Gunnison fully releases the Development Improvements Agreement for the Developer Tomichi Materials I.L.C.

Fiscal Impact: N/A

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/14/2023

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 9/13/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/13/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/14/2023



Consent Agenda



Regular Agenda



Worksession

Time Allotted:

Agenda Date: 9/19/2023

**RELEASE OF DEVELOPMENT IMPROVEMENTS AGREEMENT
FOR
TOMICHI GRAVEL PIT**

WHEREAS, a Development Improvements Agreement was entered into on April 21, 2015, by and between the Board of County Commissioners of the County of Gunnison, Colorado and Gunnison Valley Properties, LLC, since acquired by Tomichi Materials, LLC (the “Developer”) for the purpose of guaranteeing the Developer’s required improvements for the Tomichi Gravel Pit, located at 43188 State Highway 50. The improvements are for the production and processing of construction material such as sand, gravel, concrete and asphalt, and consist of a mining pit, internal roads, berms, sediment ponds, processing area, office area, fuel storage, stockpiles and other operational development on approximately 135 acres (the “Project”). The Tomichi Gravel Pit is located within the NE1/4SE1/4NW1/4 Section 4 and the NE1/4NE1/4 Section 5, Township 49 North, Range 1 East, N.M.P.M., being approximately ½ mile east of the City of Gunnison, south of Highway 50 to Tomichi Creek, west of Signal Peak Industrial Park.

WHEREAS, the Development Improvements Agreement entered into by and between the County and the Developer was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on April 22, 2015, bearing Reception No: 632423; and

WHEREAS, all conditions of the Development Improvements Agreement have been met and fully satisfied; and

WHEREAS, there is no security currently being retained; and

NOW THEREFORE, the Board of County Commissioners of the County of Gunnison fully releases the Development Improvements Agreement for the Developer recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on April 22, 2015, bearing Reception No: 632423.

Dated this ____ day of September, 2023.

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

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy County Clerk



July 26, 2023

Tomichi Materials
864 W. Boulder Road, Suite 220
Louisville, CO

To Whom It May Concern,

Reclamation Permit 10-15, for your property located at 43188 State Highway 50, was inspected on July 24, 2023. Thank you for your efforts in reclaiming the area. Your property has passed the final inspection and the planning office will be notified so your file can be closed and any security deposit refunded.

Reclamation stabilizes soil, reduces sediment load in runoff, prevents the spread of noxious weeds, and protects and/or enhances surrounding natural resources. Newly reclaimed areas are very susceptible to noxious weeds until native vegetation becomes fully established.

Even though your land has passed the reclamation process, it is still required that you continue weed management on your property. During the inspection of your property the following observations were made: **Native and seeded vegetation has established, and minimal noxious weeds were noted during inspection. An ongoing noxious weed control program is in place on the property.**

Landowners must continue to monitor the area to help prevent soil erosion and the infestation of noxious weeds per Colorado State weed laws.

If you have any questions, please contact me at 970-641-4393.

Sincerely,



Jason Evanko
Gunnison County Weed Management Program Coordinator

Distribute Copies To:

Applicant
Permit Files
Permit Files/Envl
Building Inspector
Public Works Department

RECLAMATION PERMIT APPLICATION

WEED COMMISSION PUBLIC WORKS DEPT.
P.O. BOX 915 195 BASIN PARK DRIVE
GUNNISON, CO 81230 GUNNISON, CO 81230
(970) 641-4393 (970) 641-0044

Permit No. 10-15OWNER NAME: Tomichi Materials, LLCOWNER ADDRESS: 864 W. South Boulder Road Suite 200 Louisville, CO 80027OWNER TELEPHONE NUMBER: (970) 641-4531CONTRACTOR'S NAME/PHONE #: N/APHYSICAL/LEGAL ADDRESS OF PROPERTY BEING PERMITTED: 43188 Highway 50, Gunnison CO 81230**TYPE OF WORK** (check all that apply for your project)

- ☒ Road/Access - total square feet of disturbance minus the driving surface: 4300
☐ New Home - total square feet of disturbance minus footprint of the house:
☐ Utilities (water, sewer, septic, leach field, phone, cable, etc.) - total square feet:
☒ Other - Description Gravel pit & Landscaping and total square feet:
TOTAL SQUARE FEET OF DISTURBANCE: 3,100,000

TWO (2) SITE PLANS, PLAT MAPS AND LOCATION MAPS MUST ACCOMPANY THIS PERMIT

The applicant shall furnish all labor and materials, perform all work, and pay all costs in connection with the requirements of this permit. The permittee agrees that permittee shall pay Gunnison County's costs and attorney's fees for enforcement of the requirements of this permit. The permittee shall have the vegetation established and growing within two years (730 days) of the issue date of the Reclamation Permit. Reclamation work will be completed within 730 days of the issue date of the permit.

Comments:

SAGE GROUSE OCCUPIED HABITAT: THIS PROPERTY IS ☒ IN (TIER 1: TIER 2:) / NOT INFee: This application must be accompanied by ONE of the following non refundable fee:

- A. \$75.00 for projects in the sage grouse occupied habitat UNDER 10,000 square feet of total ground disturbance
 B. \$150.00 for projects INSIDE OR OUTSIDE of the sage grouse occupied habitat AT OR OVER 10,000 square feet of total ground disturbance.

Financial Security Deposit: If the total square footage of disturbance for the project is 10,000 square feet or greater the applicant must submit a financial security deposit to be held as a guarantee that the applicant performs reclamation to the satisfaction of Gunnison County. The deposit may be held for at least two years from the date the permit is issued and will be released only if the applicant performs reclamation to the satisfaction of Gunnison County. If the applicant requires an extension, it must be approved by the County Weed Coordinator and the original deposit shall be held until such time the project has been reclaimed to the satisfaction of Gunnison County. This deposit does not limit or release the applicant's obligation to control noxious weeds or to reclaim the site. The financial security deposit amount is based on the following schedule:

Initial 10,000 square feet \$ 500.00
 Each additional 1,000 square feet \$ 100.00

Total Deposit:

Permit granted this 20 day of April, 2015, subject to the provisions, specifications and conditions stipulated herein. The U.S. Fish and Wildlife Service has determined effective December 22, 2014 threatened species status, under the Endangered Species Act of 1973 as amended, for the Gunnison Sage-grouse. Gunnison County approval of the County permit is not U.S. Fish and Wildlife Service approval of any activity described or authorized by this County permit. Gunnison County is not and does not act as your representative with regard to consultation with the U.S. Fish and Wildlife Service or performance of U.S. Fish and Wildlife Service requirements.

Applicant or Applicant's Representative:

Signature

Date

Application and Reclamation Plan Approved:

Weed Coordinator

Date

Final Inspection

Security Released

Application Fee

Security Deposit

Amount Paid:

Amount Paid:

Date Paid:

Date Paid:

Cash/Check/CC:

Cash/Check/CC:

Received By:

Received By:

Date Inspected:

Date Vouchered:

Inspected By:

By Whom:

Approved By:

To Whom:

Date Approved:

Address:

Waived per MC 4/10/15
Covered under the DIA



**DEVELOPMENT IMPROVEMENTS AGREEMENT
FOR TOMICHI GRAVEL PIT**

THIS DEVELOPMENT IMPROVEMENTS AGREEMENT (herein the "Agreement") is entered into this 21st day of April, 2015 by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (herein "Gunnison County") and Gunnison Valley Properties, L.L.C., a Colorado limited liability company whose address is 864 West South Boulder Road, Suite 200, Louisville, CO 80027 (herein the "Developer") as follows:

1. Purpose. The Developer has submitted to Gunnison County the Developer's application for Land Use Change Permit No: 2012-10 for the Tomichi Gravel Pit which will produce construction materials such as sand, gravel, concrete and asphalt which will include a mining pit, internal roads, berms, sediment ponds, processing area, office area, fuel storage, stockpiles and other operation related development. The Tomichi Gravel Pit is located within the NE1/4SE1/4NW1/4 Section 4 and the NE1/4NE1/4 Section 5, Township 49 North, Range 1 East, N.M.P.M., being approximately 1/2 mile east of the City of Gunnison, south of Highway 50 to Tomichi Creek, west of Signal Peak Industrial Park and the street address is 43188 Highway 50, Gunnison, CO 81230 (herein the "Project"). As valuable and sufficient consideration for this Agreement, Gunnison County and the Developer agree that approval of such application by Gunnison County is expressly conditioned on completion of the improvements described in paragraph 7 below (herein the "Improvements") to the specifications described herein and by the times specified herein. Gunnison County and the Developer further agree that such Improvements are appropriate and necessary requirements to be required by Gunnison County, and to be performed by the Developer and which Developer shall perform. Gunnison County and Developer further agree that an agreement guaranteeing the Developer's performance secured by suitable security to protect the interests of Gunnison County, and the public in the amount set forth herein is an appropriate condition to Gunnison County's approval of such Land Use Change Permit. The parties have entered into this Agreement to memorialize such understanding and agreements. The relationship of the parties to this Agreement is contractual; Developer is an independent contractor and is not an agent of Gunnison County.

2. Developer Bound. The Developer agrees to accept and be bound by the terms and conditions for Gunnison County's issuance of its approval of the Land Use Change Permit No: 2012-10 and the terms and conditions of this Agreement. Developer accepts Gunnison County's review and permitting authority, process and performance of same in connection with Land Use Change No: 2012-10, as legal and valid and waives any defect therein.

3. Construction.



A. The Developer agrees to complete construction of the Improvements within the Project in the locations and in accordance with the specifications as identified in paragraph 7 herein, by no later than July 31, 2016. Acts of God and any cause beyond the reasonable control of the Developer excepted, including without limitation labor disputes, laws, regulations, or orders of any governmental entity, orders of court, inability to obtain any required authorization, act of war or conditions arising out of or attributable to war, riot, civil strike, insurrection or rebellion, fire, explosion, earthquake, storm, flood or other adverse weather condition, delay or failure by suppliers or materialmen, contractors, or subcontractors, shortage of or inability to obtain labor, supplies or materials.

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

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

D. Gunnison County reserves the right not to permit construction of any building in the Project prior to full completion of the Improvements described in paragraph 7 herein.

4. Estimated Cost. The total cost of the Improvements to be constructed by the Developer is estimated currently to be One Hundred Seventy Eight Thousand Three Hundred Two and No/100 U.S. Dollars (\$178,302.00) plus a contingency amount.



5. Security. In order to secure all obligations of the Developer herein, the Developer and Gunnison County agree that the Developer shall, at Developer's sole cost, and before starting work on any phase of the Project or Improvements, and before conveying any portion of the Project, obtain and provide to Gunnison County either cash, a bond, an irrevocable letter of credit or other performance guarantee in a form and content satisfactory to Gunnison County to the benefit of Gunnison County in the amount of Two Hundred Twenty Two Thousand Eight Hundred Seventy Seven and 50/100 U.S. Dollars (\$222,877.50) which is 125 percent of the currently estimated cost of the Improvements to include a reasonable contingency amount. If said security is in the form of cash, it will be placed by Gunnison County in an interest bearing account; the interest shall accrue to Developer at 1% less than received by Gunnison County.

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

Pending full performance of all of the terms and conditions hereof by the Developer, Gunnison County shall retain said security and shall remain the beneficiary of such security. In the event of any uncured default hereunder Gunnison County in its sole discretion, and without any other authority required, may draw upon said security up to the full amount of Two Hundred Twenty Two Thousand Eight Hundred Seventy Seven and 50/100 U.S. Dollars (\$ 222, 877.50) upon presentation by Gunnison County to the issuer of a written statement by Gunnison County that such uncured default exists. Upon timely performance of all terms and conditions hereof, said security shall be tendered by Gunnison County to the Developer, except as provided in paragraph 7C.

6. Certification.

A. Not later than August 31, 2016 a registered Colorado engineer retained by the Developer at its expense shall certify to Gunnison County whether the Developer's construction obligations regarding Improvements under this agreement have been fully and faithfully performed according to design and time specifications. Upon receipt by the Office of the County Attorney of such certification and receipt of a complete paper and two (2) electronic copies of road and utility as-built specifications and drawings, Gunnison County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of Gunnison County. Developer agrees not to cover or otherwise prevent inspection of the Improvements constructed hereunder until Developer's engineer and Gunnison County's representative have had reasonable opportunity to inspect such Improvements.



B. Not later than August 31, 2016, Developer shall provide to Gunnison County Attorney a sworn affidavit, signed by the Developer's authorized representative, that the Improvements completed have been paid for, in full, by the Developer. The Developer shall be responsible for the information so provided. Said written certification will be reviewed by Gunnison County, but Gunnison County shall have no responsibility or liability to any party regarding the veracity of the information so provided.

7. Scope of Work.

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

7.1 The modified berm/landscaping plans as identified on the plans titled "Map 5.2 – Berm Designs, Landscape Plan – Tomichi Pit, and Landscape Plan 2 – Tomichi Pit" prepared by Ben Langenfeld, P.E., Greg Lewicki and Associates, submitted February 27, 2017; and

7.2 The cost estimate titled, "Tomichi Pit Visual Mitigation Berm Scope of Work and Cost Estimate", prepared by Ben Langenfeld, P.E. of Greg Lewicki and Associates, dated March 23, 2015 attached hereto and incorporated herein by reference as Appendix "A"; and

7.3 The terms and conditions of the Reclamation Permit No. 2017 and to the satisfaction and approval of Gunnison County Weed Coordinator; and

7.4 Those conditions cited by the Planning Commission and approved by the Board of Gunnison County Commissioners for Land Use Change Permit No: 2012-10.

B. The conditions of this Agreement and Land Use Change Permit No: 2012-10 are such that if the obligations hereunder of the Developer are well, truly, faithfully and timely performed by Developer, inspected and certified to by the Developer's engineer, and such performance is accepted by Gunnison County in Gunnison County's sole discretion, the Developer's obligations to Gunnison County under this Agreement except as set forth in 7C below shall be at an end; otherwise such conditions and obligations shall remain in full force and effect.

C. For a period of one year from and after the acceptance of all of the work described in paragraph 7A above, Developer shall, at its own expense, make all needed repairs and replacements to such work as shall, in Gunnison County's reasonable opinion, become necessary. Gunnison County shall have the right to



retain up to Forty Four Thousand Five Hundred Seventy Five and 50/100 U.S. Dollars (\$44,575.50) 25% of the security for up to two years following the acceptance of all of the work described in paragraph 7A above, to ensure such landscaping and disturbed areas have been reclaimed to Gunnison County's satisfaction.

8. Partial Release of Security.

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

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

9. Developer's Default. In the event of any default hereunder by the Developer, Gunnison County shall give notice to the Developer specifying the nature of such default, which notice shall be given by facsimile transmission or by certified mail with return receipt requested addressed to the Developer at: 864 West South Boulder Road, Suite 200, Louisville, CO 80027. In the event the Developer does not remedy such default to the satisfaction of Gunnison County within 14 days following such notice, Gunnison County may elect, in its discretion to exercise all remedies available to it, including but not limited to:

- A. To specifically enforce the terms and conditions of this Agreement;
- B. To draw upon or otherwise obtain the benefit of the security;



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

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

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

10. Recording of Agreement. Upon its execution, this Agreement shall be recorded in the Office of the Clerk and Recorder of Gunnison County, Colorado and shall be a covenant running with the property herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

11. Release of Agreement. Upon Developer fulfilling all terms and conditions identified in this Agreement and any and all addendums thereafter, to the satisfaction of Gunnison County, a release of this Agreement and any and all addendums shall be recorded in the Office of the Clerk and Recorder of Gunnison County, Colorado.

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

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

14. Title and Authority. The Developer expressly warrants and represents to Gunnison County that it is the record owner of the real property constituting the Project, and further represents and warrants, *(together with the undersigned individual, that the undersigned*



individual has full power and authority to enter into this Agreement). The Developer (and the undersigned individual) understand that Gunnison County is relying on such representations and warranties in entering into this Agreement.

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

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

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

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

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

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

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



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

Gunnison County: Board of Gunnison County Commissioners
of the County of Gunnison, Colorado
c/o Gunnison County Attorney
200 East Virginia
Gunnison, CO 81230
Fax No: 970-641-7696

Developer: Gunnison Valley Properties, L.L.C.
234 North Main Street, Suite 3A
Gunnison, CO 81230

Tomichi Materials, L.L.C.
864 West South Boulder Road, Suite 200
Louisville, CO 80027

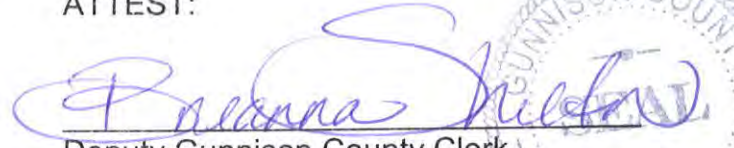
IN WITNESS WHEREOF the parties have executed this Agreement the date first above written.

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

By: 

Paula Swenson, Chairperson

ATTEST:


Deputy Gunnison County Clerk





GUNNISON VALLEY PROPERTIES, L.L.C.,
a Colorado limited liability company

By: *L. Richard Bratton*
L. Richard Bratton, Co-Manager

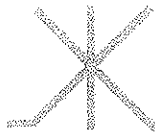
STATE OF COLORADO)
)ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 10 day of APRIL,
2015, by L. Richard Bratton, Co-Manager of Gunnison Valley Properties, L.L.C., a
Colorado limited liability company.

Witness my hand and seal.
My commission expires: 8-4-2016



Cynthia A. West
Notary Public
Address:



Greg Lewicki And Associates

11541 Warrington Court
Parker, CO USA 80138

Phone (303) 346-5196 Fax: (303) 346-6934
E-Mail: info@lewicki.biz

March 23, 2015

Tomichi Pit Visual Mitigation Berm Scope of Work and Cost Estimate

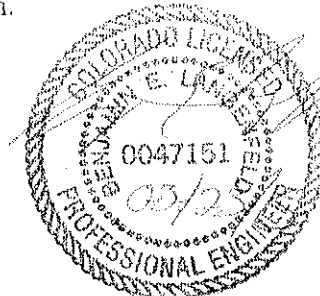
Highway Berm		Unit		Cost
Strip, transport, and place material	33,823	CY	\$ 1.61	\$ 54,455
Seed with dryland seed mix	3.80	acres	\$ 2,250.00	\$ 8,855
Plant trees	35	trees	\$ 850.00	\$ 29,750
<i>Subtotal</i>				\$ 93,060
Signal Peak Berm				
Strip, transport, and place material	4,237	CY	\$ 1.22	\$ 5,169
Seed with dryland seed mix	0.48	acres	\$ 2,250.00	\$ 1,080
Plant pine trees (10' tall)	13	trees	\$ 850.00	\$ 11,050
<i>Subtotal</i>				\$ 17,299
Process Area Berm				
Strip, transport, and place material	16,655	CY	\$ 1.19	\$ 19,819
Seed with dryland seed mix	1.86	acres	\$ 2,250.00	\$ 4,183
Plant aspen trees	20	trees	\$ 225.00	\$ 4,500
Plant pine trees (15' tall)	38	trees	\$ 900.00	\$ 34,200
<i>Subtotal</i>				\$ 62,702
Other				
Clean and prepare irrigation ditches				\$ 1,000
Install irrigation systems				\$ 4,241
<i>Subtotal</i>				\$ 5,241
Total				\$ 178,302

This estimate of for the construction of the visual mitigation berms at the Tomichi Pit is based on local vendor prices and professional experience in mine reclamation.

K Simillion Gunnison County, CO
4/22/2015 3:33:12 PM
559



632423
Page 10 of 10
R 56.00 D 0.00



Ben Langenfeld, P.E.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for three (3) Youth Wellness Program Prof

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

youth wellness renewal contracts (3) for: Abby Johnson, Pinnacle Insight LLC, and Erin Wesley

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: 9/11/2023

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 9/12/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/12/2023

Certificate of Insurance Required

Yes ☒ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/12/2023

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted:

Agenda Date: 9/19/2023

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the **1st day of September 2023**, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado ("Gunnison County") and Erin Wesley, whose address is P.O. Box 2664, CO Contractor").

AGREEMENT

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties agree as follows:

1. SERVICES.

The Contractor shall provide professional services as follows **counseling services to clients referred through the Youth Wellness Program.** ("Services").

[OR]

[as set forth in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").]

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on August 31, 2024, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its **deliver high quality services** strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed **four thousand and eight hundred dollars and No/100 U. S. Dollars (\$4,800)** ("Compensation"). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an 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. If the County fails to make payments due Contractor within sixty (60) 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.

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.

[[IF THE TERM IS FOR MORE THAN 1 YEAR; remember to remove brackets if this paragraph is applicable, or to remove this entire paragraph if inapplicable:]] 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 in this Paragraph 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, but the County's failure to do so shall not affect the termination of this agreement. 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.]

5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- 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). By way of example only, an automobile policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- 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). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

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 versus insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-

insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

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

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

The 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.

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

6. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers

Compensation coverage, from Gunnison County. Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary to provide the Services, unless otherwise specified by the County in writing.

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 Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

8. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the acts, failure to act, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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 C.R.S. § 24-106-109.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

9. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

10. 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 necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

12. MISCELLANEOUS.

- a. **SEVERABILITY.** If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- 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.** 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 or any other law or rule limiting the liability of the County in relation to this Agreement.
- d. **LEGAL AUTHORITY.** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County, which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

18. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

19. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence

of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by Covid-19, or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

21. NOTICES.

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

Gunnison County: County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

With a copy to: Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor: Erin Wesley [Name]
P.O. Box 2661 [Address]
CB, 81224

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

24. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("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.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., C.R.S. § 24-72-201 *et seq.*

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: Ann Wesley

Its: _____

EXHIBIT A: Scope of Work

Area Served:

Gunnison County

Dates of Services Provided:

September 1st 2023 through August 31st 2023

Goals:

1. To meet the need and request of youth to have more access to mental health services.
2. To address youth vaping and help build coping skills for youth to handle stress
3. To reduce the impact of stress in the lives of adolescents aged 6th-12th grade.
4. To reduce financial barriers to accessing mental health services and supports.

This will be done by:

1. **Subcontracting with local therapists to see youth at a reduced rate of \$90 per session, to be covered through funds awarded to GCSAPP to support youth mental health, so that youth can access this service for free.**

Decision-making structure & authority:

All significant decisions regarding the collaboration will require agreement by all collaborative partners and brought to the Youth Sub-group of the Health Coalition of the Gunnison Valley.

Roles and Responsibilities of lead agency

GCSAPP/Juvenile Services will: a.) Provide oversight of all financial award requirements including financial and programmatic reporting b.) Oversee scheduling of services c.) Document and track all progress towards the deliverables

Roles and Responsibilities of the GCSAPP MOU collaborators:

In order to reach our goals, you agree to the above roles and responsibilities.

GUNNISON COUNTY SUBSTANCE ABUSE PREVENTION PROJECT MEMORANDUM OF
UNDERSTANDING 2023-2024

Business Name: Erin Wesley, LLC

Address: P.O. Box 2661, CB, CO 81224

Name Erin Wesley **Signature** Erin Wesley **Date** 8/22/23

Termination:

It is mutually understood and agreed that parties will provide at least 30 days' notice of the intention to withdraw from this GCSAPP MOU. If a party chooses to withdraw, said party commits to making arrangements to complete assigned or pending activities before termination.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the **1st day of September 2023**, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado ("Gunnison County") and Abby Johnson_, whose address is PO Box 87 Ojo, Caliente NM 87549 ("Contractor").

AGREEMENT

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties agree as follows:

1. SERVICES.

The Contractor shall provide professional services as follows **counseling services to clients referred through the Youth Wellness Program.**
("Services").

[OR]

[as set forth in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").]

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on August 31, 2024, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its **deliver high quality services** strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed **four thousand and eight hundred dollars and No/100 U. S. Dollars (\$4,800)** ("Compensation"). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an 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. If the County fails to make payments due Contractor within sixty (60) 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.

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.

[[IF THE TERM IS FOR MORE THAN 1 YEAR; remember to remove brackets if this paragraph is applicable, or to remove this entire paragraph if inapplicable:]] 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 in this Paragraph 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, but the County's failure to do so shall not affect the termination of this agreement. 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.]

5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- 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). By way of example only, an automobile policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- 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). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

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 versus insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-

insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

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

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

The 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.

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

6. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers

Compensation coverage, from Gunnison County. Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary to provide the Services, unless otherwise specified by the County in writing.

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 Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

8. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the acts, failure to act, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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 C.R.S. § 24-106-109.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

9. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

10. 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 necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- 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. 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 or any other law or rule limiting the liability of the County in relation to this Agreement.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County, which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

18. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

19. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence

of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by Covid-19, or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

21. NOTICES.

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

Gunnison County: County Manager
 Gunnison County
 200 E. Virginia
 Gunnison, Colorado 81230
 Phone: 970-641-0248

With a copy to: Board of County Commissioners
 of the County of Gunnison, Colorado
 200 E. Virginia
 Gunnison, Colorado 81230

Contractor: Abby Johnson
 PO Box 87
 Ojo Caliente, NM 87549

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

24. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("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.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., C.R.S. § 24-72-201 *et seq.*

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: Abby Johnson

Its: _____

APPENDIX “A”

SCOPE OF SERVICES

Contractor shall perform and provide the following services: see mou

EXHIBIT A: Scope of Work

Area Served:

Gunnison County

Dates of Services Provided:

September 1st 2023 through August 31st 2023

Goals:

1. To meet the need and request of youth to have more access to mental health services.
2. To address youth vaping and help build coping skills for youth to handle stress
3. To reduce the impact of stress in the lives of adolescents aged 6th-12th grade.
4. To reduce financial barriers to accessing mental health services and supports.

This will be done by:

1. **Subcontracting with local therapists to see youth at a reduced rate of \$90 per session, to be covered through funds awarded to GCSAPP to support youth mental health, so that youth can access this service for free.**

Decision-making structure & authority:

All significant decisions regarding the collaboration will require agreement by all collaborative partners and brought to the Youth Sub-group of the Health Coalition of the Gunnison Valley.

Roles and Responsibilities of lead agency

GCSAPP/Juvenile Services will: a.) Provide oversight of all financial award requirements including financial and programmatic reporting b.) Oversee scheduling of services c.) Document and track all progress towards the deliverables

Roles and Responsibilities of the GCSAPP MOU collaborators:

In order to reach our goals, you agree to the above roles and responsibilities.

GUNNISON COUNTY SUBSTANCE ABUSE PREVENTION PROJECT MEMORANDUM OF
UNDERSTANDING 2023-2024

Business Name: Dandelion Roots Healing

Address: PO Box 87 Ojo Caliente, NM 87549

Name: Abby Johnson

Signature: Abby Johnson

Date: 9/7/2023

Termination:

It is mutually understood and agreed that parties will provide at least 30 days' notice of the intention to withdraw from this GCSAPP MOU. If a party chooses to withdraw, said party commits to making arrangements to complete assigned or pending activities before termination.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the **1st day of September 2023**, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado ("Gunnison County") and Pinnacle Insight LLC, whose address is 307 N Main St Ste 2 I Gunnison, CO 81230 ("Contractor").

AGREEMENT

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties agree as follows:

1. SERVICES.

The Contractor shall provide professional services as follows **counseling services to clients referred through the Youth Wellness Program.** ("Services").

[OR]

[as set forth in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").]

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on August 31, 2024, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its **deliver high quality services** strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed **four thousand and eight hundred dollars and No/100 U. S. Dollars (\$4,800)** ("Compensation"). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an 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. If the County fails to make payments due Contractor within sixty (60) 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.

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.

[[IF THE TERM IS FOR MORE THAN 1 YEAR; remember to remove brackets if this paragraph is applicable, or to remove this entire paragraph if inapplicable:]] 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 in this Paragraph 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, but the County's failure to do so shall not affect the termination of this agreement. 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.]

5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- 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). By way of example only, an automobile policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- 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). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

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 versus insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-

insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

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

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

The 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.

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

6. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers

Compensation coverage, from Gunnison County. Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary to provide the Services, unless otherwise specified by the County in writing.

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 Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

8. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the acts, failure to act, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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 C.R.S. § 24-106-109.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

9. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

10. 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 necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- 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. 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 or any other law or rule limiting the liability of the County in relation to this Agreement.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County, which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

18. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

19. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence

of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by Covid-19, or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

21. NOTICES.

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

Gunnison County: County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

With a copy to: Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor: Pinnacle Insight LLC [Name]
307 N Main St. Ste. 2 I
Gunnison, CO 81230 [Address]

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

24. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("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.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., C.R.S. § 24-72-201 *et seq.*

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: Pinnacle Insight LLC 

Its: _____

APPENDIX “A”

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

APPENDIX A: Scope of Work

Area Served:

Gunnison County

Dates of Services Provided:

September 1st 2023 through August 31st 2023

Goals:

1. To meet the need and request of youth to have more access to mental health services.
2. To address youth vaping and help build coping skills for youth to handle stress
3. To reduce the impact of stress in the lives of adolescents aged 6th-12th grade.
4. To reduce financial barriers to accessing mental health services and supports.

This will be done by:

1. **Subcontracting with local therapists to see youth at a reduced rate of \$90 per session, to be covered through funds awarded to GCSAPP to support youth mental health, so that youth can access this service for free.**

Decision-making structure & authority:

All significant decisions regarding the collaboration will require agreement by all collaborative partners and brought to the Youth Sub-group of the Health Coalition of the Gunnison Valley.

Roles and Responsibilities of lead agency

GCSAPP/Juvenile Services will: a.) Provide oversight of all financial award requirements including financial and programmatic reporting b.) Oversee scheduling of services c.) Document and track all progress towards the deliverables

Roles and Responsibilities of the GCSAPP MOU collaborators:

In order to reach our goals, you agree to the above roles and responsibilities.

GUNNISON COUNTY SUBSTANCE ABUSE PREVENTION PROJECT MEMORANDUM OF
UNDERSTANDING 2023-2024

Business Name: Pinnacle Insight LLC

Address: 307 N. Main St Ste 2 I Gunnison, CO 81230

Name Lorie Fuller

Signature



Date 8/28/23

Termination:

It is mutually understood and agreed that parties will provide at least 30 days' notice of the intention to withdraw from this GCSAPP MOU. If a party chooses to withdraw, said party commits to making arrangements to complete assigned or pending activities before termination.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Gunnison County S

Action Requested: County Manager Signature

Parties to the Agreement: Rocky Mountain Clinics LLC and Gunnison County on behalf of Sheriff's Office

Term Begins: 07/01/23

Term Ends:

Grant Contract #:

Summary:

Service to provide Medically Assisted Treatment within the jail facility.

Fiscal Impact: \$10,000 annually

Submitted by: Josh Ashe

Submitter's Email Address: jashe@gunnisoncounty.org

Finance Review:

☒

Required

☐

Not Required

Comments:

Reviewed by:

Discharge Date: 9/14/2023

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 9/12/23

Reveiwed by:

Discharge Date: 9/14/2023

Certificate of Insurance Required

Yes ☒

No ☐

County Manager Review:

Comments:

Reveiwed by:

Discharge Date: 9/14/2023

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted:

Agenda Date: 9/19/2023

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") entered into this ____ day of _____, 2023, by and between the **Board of County Commissioners of the County of Gunnison, Colorado** ("Gunnison County"), acting as Fiscal Agent for the **Gunnison County Sheriff's Department** ("Gunnison Sheriff") and **Rocky Mountain Clinics LLC**, a Colorado corporation, whose address is 1120 E. Elizabeth St., Ste G-2, Fort Collins, CO 80524 ("Contractor").

RECITALS

WHEREAS, under C.R.S. 27-60-106, the Colorado General Assembly created the Office of Behavioral Health ("OBH") to implement Jail Based Behavioral Services Program ("JBBS Program") with the purpose of providing mental health counseling, substance use disorder treatment and transitional care coordination in jails throughout Colorado, pursuant to C.R.S. 18-19-103 (5)(c)(V); and

WHEREAS, the Gunnison Sheriff has a JBBS Program which has been operational since 2011 and currently has three programmatic prongs: a Substance Use Disorder (SUD) Treatment Services pursuant to SB12-163, a Mental Health Treatment pursuant to SB18-250 with funding from the Correction Treatment Cash fund pursuant to C.R.S. 18-19-103, and the Jail Medication Assisted Treatment (MAT) pursuant to SB19-008; all with the goal of providing appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration, which should result in shortened jail sentences and decreased recidivism through better identification and treatment of behavioral health needs; and

WHEREAS, the Colorado General Assembly passed SB18-250 as well as SB19-008, which allocated additional funding to the state-wide JBBS Program to address gaps in service for mental health disorder screening, assessment, diagnosis, and treatment, as well as psychiatric services and the purchase of medications; and

WHEREAS, the Gunnison Sheriff's JBBS Program is part of the state JBBS system, specifically identified in a project name as a JBBS/Mental Health Treatment project and will benefit from the additional funding of the JBBS Program; and

WHEREAS, Gunnison County has agreed to serve as fiscal agent for purposes of the allocation of funds provided by the State of Colorado Department of Human Services for the JBBS Program; and will serve as grantee and be responsible for distribution and allocation of JBBS funds as required; and

WHEREAS, Gunnison County has requested proposals from various consultants for SUD Treatment Services and MAT services; and

WHEREAS, Contractor has represented to Gunnison County that it has the expertise and personnel necessary to properly provide SUD Treatment Services and MAT services; and

WHEREAS, Gunnison County and Contractor intend by this Agreement to set forth the scope of the work to be done by Contractor and the terms and conditions governing the relationship created by Contractor's provision of SUD Treatment Services and MAT services.

AGREEMENT

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

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth in the Pre-Discharge SUD Treatment/MAT Induction Services, attached as Appendix "A". All work shall comply with the State of Colorado Department of Human Services Contract for fiscal year 2021-2022, Contract No. 22IHJA 168531, and all accompanying exhibits (collectively the "CDHS Contract") which is attached as Appendix "B".

All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. 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 **July 1, 2023**, renew annually and shall terminate on **June 30, 2026**, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist Gunnison County with its strategy of delivering high quality services and promoting prosperous, collaborative and healthy communities, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor annual fees not to exceed **TEN**

Thousand and No/100 U.S. Dollars (\$10,000.00) (the "Compensation"). Contractor shall submit a monthly invoice, no later than the 15th of each month, to Sgt. Midge Barton with Gunnison Sheriff, demonstrating incurred charges for Services provided in the previous month pursuant to this Agreement. If payment shall be made by Gunnison County to Contractor, then it shall be paid within 45 days of receipt of the invoice. It is anticipated that the State of Colorado, as in the past, will directly reimburse Contractor for Services billed in monthly invoices.

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

In no event shall the Compensation exceed the legislative allocation of funds, as awarded in the CDHS Contract. Contractor shall be responsible for any incurred costs for Services provided under this Agreement that are not reimbursed by the State of Colorado pursuant to the CDHS Contract.

In the event that the CDHS Contract is terminated due to funding no longer being available, this Agreement shall simultaneously terminate and Contractor shall only be paid for Services provided up to the date of termination.

5. SUBJECT TO ANNUAL APPROPRIATIONS.

Gunnison County is subject to the provisions of Section 20 of Article X of the Colorado Constitution ("TABOR Amendment"). This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to Section 15 of this Agreement.

6. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- 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). By way of example only, an automobile policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- 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). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to

the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

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

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

The 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.

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

7. 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 federal and state income tax on any moneys paid it related to the services.

8. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the relevant claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

9. 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. Subcontractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any

governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

10. ADA COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

11. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. 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. CONFIDENTIALITY AND HIPAA. Contractor agrees that all Services under this Agreement shall be performed in full compliance with all local, state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and confidentiality regulations of 42 CFR Part 2. In addition, Contractor agrees that all Services shall be performed pursuant to the most recent CDHS version of the HIPAA Business Associate Addendum/Qualified Service Organization Addendum which is found in the CDHS Contract, attached as Appendix B. Contractor acknowledges that it may receive or develop confidential information from Gunnison County in connection with its provision of Services. Contractor shall take all precautions necessary to maintain and protect the confidentiality of such information and ensure it is only used for the Services and pursuant to this Agreement.
- e. EXCLUSION, DEBARMENT AND/OR SUSPENSION. Contractor warrants and affirms that it, its employees, agents, assigns or subcontractors have not been disbarred or suspended from participation, or proposed to be disbarred or suspended from participation in, any federal or state programs, is not on any debarment or suspension list under Federal Executive Order No. 12549 and 12689, and is not ineligible to participate in a "federal health care program" as defined in 42 USC § 1320a-7b(f) or in any other government payment program

with any federal or State of Colorado department or agency. Contractor will maintain such status throughout the term of this Agreement and shall provide written notice to Gunnison Sheriff within 24 hours if such status is lost. If Contractor or any of its employees, agents, assigns or subcontractors are excluded, disbarred or suspended, Gunnison County shall have the ability to immediately terminate this Agreement.

- f. **CRIMINAL BACKGROUND CHECK.** Pursuant to C.R.S. § 27-90-111 and CDHS Policy VI-2.4, Contractor and its employees, agents, assigns or subcontractors that have direct contact with vulnerable persons in a state-operated facility, or who provide state-funded services that involve direct contact with vulnerable persons in their home shall submit and successfully pass a criminal background check, and report any arrests, charges or summonses for any disqualifying offense as specified in CRS § 27-90-111 to the State of Colorado.
- g. **CONFLICTS OF INTEREST.** Contractor warrants and affirms that it, its employees, agents, assigns or subcontractors shall at all times of this Agreement not do work for or have any financial interest or other relationship with any person, entity or activity that would constitute a conflict of interest or influence or otherwise jeopardize the professional judgment of Contractor in the provision of Services under this Agreement.
- h. **OWNERSHIP OF WORK.** Subject to Gunnison County's obligation to compensate Contractor for Services, all work, reports, designs, drawing, renderings and other work product produced by Contractor under this Agreement shall belong to Gunnison County and Contractor shall not use any part thereof for purposes other than Services pursuant to this Agreement without the written consent of the County.
- i. **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.
- j. **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.

- k. 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.
- l. 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.
- m. 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.
- n. 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.
- o. 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.

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

Gunnison County shall have the right to terminate this Agreement at any time, with or without cause, upon ten (10) days prior written notice to the Contractor. Upon termination, Contractor shall be entitled to compensation for Services performed up to the date of termination, subject to the provisions laid out in Section 4 of this Agreement regarding compensation. Contractor shall render a final billing for work completed and expenses incurred to the date of termination within thirty (30) days following written notice of such termination and Gunnison County shall make best efforts to pay all amounts due under the final billing within a ten (10) day period.

14. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.
- e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.
- f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

15. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

16. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

17. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

19. NOTICES.

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

Gunnison County: Gunnison County Sheriff
510 W. Bidwell Ave.
Gunnison, Colorado 81230
Phone: 970-641-1113

With a copy to: Gunnison County Manager
200 E. Virginia Ave.

Gunnison, Colorado 81230
Phone: 970-641-0248

Contractor: Rocky Mountain Clinics LLC
1120 E. Elizabeth St., Suite G-2
Ft. Collins, CO 80524
Phone: 970-493-9193

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

20. GOVERNING LAW.

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

21. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by

such a recipient through an automated process, but specifically excluding text or instant messages.

22. ENTIRE AGREEMENT.

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

23. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("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.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

24. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S.

[Remainder of page intentionally left blank – signature page follows]

[signature page – Contractor Agreement]

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

CONTRACTOR

By: Scott Ziegler

APPENDIX "A"

Pre-Discharge SUD Treatment / MAT Induction Services

This proposal summarizes the processes and costs of Rocky Mountain Clinics (RMC) supporting

Gunnison County Jail in offering substance use disorder (SUD) Treatment and medications for

addiction treatment. Below is an outline of services and how they can coincide with when an

inmate arrives at the jail.

- When an individual arrives at the jail, they will undergo the standard evaluations. If the evaluations identify the individual as someone with a SUD they will go through the standard withdrawal procedure.

- At risk for SUD
- Alcohol
- Opioids
- Stimulants
- Sedatives

- Once the inmate completes the withdrawal process, the inmate will meet with an RMC medical provider

- This creates an opportunity for an intervention point
- The inmate and provider will discuss treatment options, availability, and eligibility

- If the inmate is uninterested in starting treatment in the jail, they can be referred to RMC

or another treatment facility upon release if desired

- An RMC Provider would connect with the jail inmates once a week via telehealth (this frequency can be scaled)

- Day of the week TBD
- Via telehealth, the Provider will collaborate and communicate with jail leadership any plan that includes induction of buprenorphine or naltrexone.

- Injectable versions of these medications (Vivitrol and Sublocade) versus formulations that demand daily dosing will be considered whenever clinically possible

- If applicable, the Provider will prescribe medicine to the inmate and send the prescription via e-prescribe to the pharmacy of choice for the jail

- Medications:

- In partnership with Alkermes, patients can get a free Vivitrol shot prior to release
- In discussion with Indivior, buprenorphine patients may be eligible for Sublocade

- Good candidates for Sublocade may be individuals with a long stay at the jail to minimize the medication dispensing burden of guards

- Will require medication delivery coordination and registration,

- Injection administration will require discussion as RMC will be providing services virtually

Costs:

- New Patient Appointment: \$150
- Follow-Up Appointment: \$98

- Oral Medication Costs - billed through the pharmacy
- Vivitrol (FREE) - samples provided by Alkermes through existing program
- Sublocade administration possible, injectables cost approximately \$2,000/month
- Patient will need a 1 - 2 week oral med lead in (1x/d – see above costs)
- Indirect Costs (10%)
- Urine Screens - \$25 per patient per visit (if applicable)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Reports

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Present Monthly and Investment Reports

Fiscal Impact:

Submitted by: Debbie Dunbar

Submitter's Email Address: ddunbar@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☐

Required

☒

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐

No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/12/2023

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 9/19/2023

TREASURER'S MONTHLY REPORT FOR AUGUST 2023

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	\$	\$	\$	\$
Due from Tre-County General	19,254,943.34	1,984,902.85	(1,158,069.11)	20,081,777.08
Due from Tre-Road & Bridge	3,642,793.22	336,544.56	(229,612.14)	3,749,725.64
Due from Tre-Human Services	684,981.58	19,709.18	(91,096.28)	613,594.48
Due from Tre-Public Health Agency	421,622.43	29,311.82	(154,115.16)	296,819.09
Due from Tre-Conservation Trust	208,487.40	397.61	-	208,885.01
Due from Tre-Bond Fund	31,170.64	59.45	-	31,230.09
Due from Tre-Airport	83,332.84	82,667.39	(53,195.45)	112,804.78
Due from Tre-Sales Tax	5,233,610.80	410,176.10	(32.21)	5,643,754.69
Due from Tre-Land Preservation	1,604,110.48	73,369.24	-	1,677,479.72
Due from Tre-Mosquito	59,110.27	676.99	(15,442.60)	44,344.66
Due from Tre-Sage Grouse	268,290.58	11,327.77	-	279,618.35
Due from Tre-Risk Management	49,581.64	94.56	-	49,676.20
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	607,940.57	1,134.06	(13,300.00)	595,774.63
Due from Tre-Sewer	1,243,242.29	107,252.17	(13,670.55)	1,336,823.91
Due from Tre-Water	979,969.95	7,988.98	(21,550.82)	966,408.11
Due from Tre-Solid Waste	715,609.02	239,067.24	(240,962.98)	713,713.28
Due from Tre-Housing Authority	4,973,443.74	8,192.27	(677,850.62)	4,303,785.39
Due from Tre-Gunn Sr Housing	29,970.64	5,166.37	-	35,137.01
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	1,142,197.45	11,399.95	(133,068.48)	1,020,528.92
Due from Tre-Internal Service II	648,582.16	5,624.13	(4,015.17)	650,191.12
Due from Tre-Insurance Trust	2,585,973.87	12,069.32	(60,256.07)	2,537,787.12
Due from Tre-Local Marketing District	1,755,988.44	8,116.34	-	1,764,104.78
Due from Tre-Rural Trans Auth	4,837,772.99	231,631.97	(55.66)	5,069,349.30
Due from Tre-Public Trustee Agency	16,793.88	-	(5,492.45)	11,301.43
Due from Tre-Series 2010 Bond Reserve	-	-	-	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	-	-	-	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	-	-	-
Due from Tre-Treas Fees	-	35,678.12	(35,678.12)	-
Due from Tre-Health Claims	64,629.77	261,005.38	(133,828.54)	191,806.61
Due from Tre-Landfill Closure	1,190,570.54	13,779.46	-	1,204,350.00
Due from Tre-Landfill Cons Resv	1,371,086.17	45,429.22	-	1,416,515.39
Due from Tre-Payroll Clearing	59,950.73	1,298,143.93	(1,309,875.33)	48,219.33
Due from Tre-Sewer Reserve	95,791.78	-	-	95,791.78
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	13,604.39	25.95	-	13,630.34
Due From Tre-Housing Authority Restricted Deposits	29,990.96	-	-	29,990.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,976,024.05	2,749,555.07	(3,661,636.27)	1,063,942.85
Due from Tre-Finance Revenue Clearing	-	2,363,295.48	(2,363,295.48)	-
Due from Tre-Water Resource	47,999.84	91.09	(237.75)	47,853.18
Due from Tre-Workforce Impact Fees	382,584.89	729.64	-	383,314.53
Due from Tre-Living Community	28,416.42	11,597.89	(28,660.44)	11,353.87
COUNTY FUNDS TOTAL	56,699,577.95	10,366,211.55	(10,404,997.68)	56,660,791.82
CITIES AND TOWNS	\$	\$	\$	\$
Due from Tre-Crested Butte General	14,142.61	12,362.76	(14,235.65)	12,269.72
Due from Tre-Crested Butte Street/Alley	22,952.57	14,441.45	(23,385.78)	14,008.24
Due from Tre-Gunnison City General	15,907.89	11,734.00	(16,573.29)	11,068.60
Due from Tre-Marble General	636.13	665.40	(645.63)	655.90
Due from Tre-Mt Crested Butte General	55,401.65	21,855.08	(56,450.82)	20,805.91
Due from Tre-Pitkin General	1,109.03	626.67	(1,117.16)	618.54
CITIES AND TOWNS TOTAL	110,149.88	61,685.36	(112,408.33)	59,426.91
SCHOOLS	\$	\$	\$	\$
Due from Tre-Gunn RE1J Gen	528,366.91	943,079.52	(532,346.14)	939,100.29
Due from Tre-Gunn RE1J Bond	282,376.80	117,919.47	(284,866.00)	115,430.27
Due from Tre-Delta 50J General	13,071.20	12,762.45	(13,072.10)	12,761.55
Due from Tre-Delta 50J Bond	1,085.05	64.81	(1,085.05)	64.81
Due from Tre-Montrose RE1J General	6,746.58	1,200.49	(6,747.57)	1,199.50
Due from Tre-Montrose RE1J Bond	761.97	49.90	(761.97)	49.90
Due from Tre-Reij 2014 Mill Override	75,846.03	31,558.71	(76,590.48)	30,814.26

SCHOOLS TOTAL	908,254.54	1,106,635.35	(915,469.31)	1,099,420.58
IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	125.47	140.04	(125.47)	140.04
Due From Tre-Gunn Rising #3	3.20	1.59	-	4.79
Due From Tre-Gunn Rising #4	4.49	2.23	-	6.72
Due from Tre-CO River Water CD	13,532.63	7,081.19	(13,778.91)	6,834.91
Due from Tre-Reserve MD2	5,621.92	3,706.80	(5,704.28)	3,624.44
Due from Tre-Mt Crested Butte DDA	39,750.75	6,571.16	(39,947.88)	6,374.03
Due from Tre-Bostwick Park Water CD	147.81	47.99	(148.73)	47.07
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	13,698.68	7,384.10	(13,919.02)	7,163.76
Due from Tre-Mt CB Water/San	50,585.22	19,981.36	(51,629.14)	18,937.44
Due from Tre-East River Regional SD	3,523.70	2,407.80	(3,577.36)	2,354.14
Due from Tre-Cemetery	6,360.92	4,139.48	(6,550.84)	3,949.56
Due from Tre-Gunn Co Metro Rec Dist	25,969.72	13,559.77	(26,455.54)	13,073.95
Due from Tre-N Fork Water CD	172.29	135.72	(172.41)	135.60
Due from Tre-Skyland MD	14,530.76	10,439.73	(14,731.04)	10,239.45
Due from Tre-Upper Gunn Water CD	49,469.89	26,049.87	(50,410.03)	25,109.73
Due from Tre-Crested Butte Fire PD	121,524.59	57,936.86	(123,259.73)	56,201.72
Due from Tre-Gunn Co Fire PD	27,489.62	14,757.50	(27,800.90)	14,446.22
Due from Tre-Carbondale & Rural Fire PD	6,355.00	2,697.67	(6,398.11)	2,654.56
Due from Tre-Ragged Mt Fire PD	1,098.08	750.32	(1,099.32)	749.08
Due from Tre-Arrowhead Fire PD	1,892.89	699.31	(1,905.82)	686.38
Due From Tre-Library General Fund	52,230.67	27,334.95	(53,181.24)	26,384.38
Due From Tre-Reserve MD#2 BOND 2016A	15,925.09	10,660.30	(16,153.25)	10,432.14
Due From Tre-North Fork Ambulance Health Service D	3,083.31	1,787.08	(3,085.99)	1,784.40
Due From Tre-Reserve MD #2 BOND 2016B	2,201.91	1,451.76	(2,234.16)	1,419.51
Due From Tre-Reserve MD #2 BOND 2016C	1,868.46	1,232.00	(1,895.83)	1,204.63
Due From Tre-Crested Butte Fire PD Bond	60,777.39	28,922.85	(61,643.60)	28,056.64
Due From Tre-Gunn Co Metro Rec North	31,261.23	15,178.50	(31,715.79)	14,723.94
IMPROVEMENT DISTRICTS TOTAL	549,205.69	265,057.93	(557,524.39)	256,739.23
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	609,610.47	739,823.08	(646,051.59)	703,381.96
Due from Tre-Clerk Sales Tax	-	60,420.60	(60,420.10)	0.50
Due from Tre-SOT	-	319,001.64	(319,001.64)	-
Due from Tre-State Auto	-	269,047.60	(269,047.60)	-
Due from Tre-Clerk ST Domestic Abuse	-	1,140.00	(1,140.00)	-
Due from Tre-Clerk State Registrar	123.00	171.00	(294.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	892.00	(892.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	13,657.55	-	-	13,657.55
Due from Tre-Inmate Trust	57,788.07	-	-	57,788.07
Due from Tre-Investment Interest	-	112,280.82	(112,280.82)	-
Due from Tre-Treas Deed	2,876.56	635.00	(500.00)	3,011.56
Due from Tre-Unused Remittances	643,706.21	-	(641,747.71)	1,958.50
Due from Tre-Elected Official Fees Clrg	16,672.68	50,952.51	(49,658.05)	17,967.14
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	1,344,434.54	1,554,364.25	(2,101,033.51)	797,765.28
GRAND TOTALS	59,611,622.60	13,353,954.44	(14,091,433.22)	58,874,143.82

TO THE HONORABLE JONATHAN HOUCK , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of August 2023.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer						
Investment Report						
31-Aug-23						
CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	1,671,094.93			Cash	N/A
Bank of the West	1101	2,265,538.75	0.00%		Chkg	N/A
Bank of the West CC	1103	2,675,705.23	0.00%		Chkg	N/A
Bank of the West MM	1104	2,005,519.14	0.25%		MMA	Mo
Bank of the West Sheriff Account	1109	43,718.39	0.00%		check	n/a
Wells Fargo Warrant Clearing	1145	567,497.59	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	3,337,140.41	0.00%		Chkg	Mo
Calotrust Plus	1118	2,994,284.90	5.45%		Pool	Mo
C-Safe	1121	1,802,451.64	5.44%		Pool	Mo
Community Banks of Colorado MM	1320	2,318,847.07	3.50%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	N/A
Investment Clearing	1199	74,382.88	2.18%		MMA	Mo
TOTAL CASH AND CHECKING		19,910,542.65		33.81%		
INVESTMENTS						
Ally Bank GM42	1191	245,000.00	5.05%		CD	SA/Mat 3/23/26
American Express ADS82	1214	236,160.15	3.40%		CD	M/MAT 6/29/27 5 YRS
Bank Hapoalim A2C3	1252					Matured
Bank of Baroda HMT7	1260	221,911.44	0.65%		CD	SA/Mat 7/22/25 5 yrs
BMO Harris Bank XAN0	1259	225,628.83	0.55%		CD	Qtrly/Mat 7/29/24 yrs
BMW Bank AKJ2	1343	228,317.70	2.10%		CD	SA/Mat 9/15/21 4yr
Bridgewater Bank NJ60	1190	245,000.00	4.85%		CD	M/Mat 3/29/27
Capital One Bank RPN5	1271	228,196.43	1.45%		CD	SA/Mat 4/15/25 5 yrs
Capital One Bank USA HF75	1213	236,725.61	3.45%		CD	M/MAT 6/29/27 5 YRS
Celtic Bank RRM2	1306	233,356.86	1.85%		CD	SA/Mat 8/30/24 5 yr
Community Bank 5908	1202	232,718.92	1.30%		CD	Annually/Mat 9/19/24
Community Bank 7784	1203	245,203.05	1.30%		CD	Annually/Mat 9/19/24
Discover Bank 3N361	1209	237,220.02	3.45%		CD	SA/Mat 7/29/26
East Boston Savings PDL2	1254	232,872.50	0.30%		CD	SA/Mat 2/12/24
FFCB EMZW5	1233	456,750.00	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FFCB EPSP18	1163	501,666.67	6.00%		AG	SA/Mat 8/8/28 5 yrs callable
FFCB L6U3	1251	241,970.00	0.28%		AG	SA/Mat 9/14/23 3 yrs callable
FFCB MHL9	1247	479,480.00	0.31%		AG	SA/Mat 11/30/23 3 yrs callable
FFCB MJT0	1245	438,456.90	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FFCB NN892	1200	496,585.00	4.87%		AG	SA/Mat 9/28/26 4 yrs callable
FFCB NV234	1198	498,810.00	5.48%		AG	SA/Mat 10/25/27 5 yrs callable
FHLB ALIN594	1194	500,000.00	5.00%		AG	SA/Mat 1/28/27 4 yrs
FHLB AMDV1	1234	447,380.00	1.00%		AG	SA/Mat 5/12/26 5 yrs callable
FHLB AMDY5	1235	446,545.00	1.00%		AG	SA/Mat 5/20/26 5 yrs callable
FHLB AMJN3	1234	447,040.00	0.55%		AG	SA/Mat 5/26/26 5yrs callable
FHLB AMTQ5	1236	323,214.50	0.50%		AG	SA/Mat 12/30/24 4.6yrs callable
FHLB AMTZ5	1235	314,405.00	0.75%		AG	SA/Mat 11/28/25 4yrs callable
FHLB AMXJ6	1234	463,920.00	0.50%		AG	SA?Mat 9/30/24 3.25 yrs callable
FHLB ANG95	1227	446,265.00	0.50%		AG	SA/Mat 8/24/26 5 yrs callable
FHLB AR6F33	1219	471,560.00	2.00%		AG	SA/MAT 3/24/25 3 yrs callable
FHLB ARC33	1220	547,798.00	2.30%		AG	SA/MAT 3/29/27 5 yrs callable
FHLB ARU00	1217	473,410.00	3.20%		AG	SA/MAT 5/10/27 5 YRS CALLABLE
FHLB B558	1204	492,915.00	4.00%		AG	SA/MAT 9/29/26 5 YRS CALLABLE
FHLB ANJK7	1229	881,350.00	0.875%		AG	SA/Mat 8/25/26 5 yrs callable
FHLB KWS1	1243	442,880.00	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB LAS3	1244	443,540.00	0.60%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB LM43	1241	451,300.00	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABLE
FHLB LMM3	1242	448,120.00	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LV68	1240	448,560.00	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LW26	1237	457,480.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABLE
FHLB PH406	1226	440,515.00	1.06%		AG	SA/MAT 10/21/26 5YRS CALLABLE
FHLB PLK90	1225	444,085.00	1.28%		AG	SA/MAT 10/28/26 5 YRS CALLABLE
FHLB Q5F69	1224	465,480.00	1.10%		AG	SA/MAT 12/30/25 4 YRS CALLABLE
FHLB QFB49	1223	456,205.00	1.00%		AG	SA/MAT 12/30/25 4 YRS CALLABLE
FHLB R7M74	1221	466,835.00	2.00%		AG	SA/MAT 9/30/25 3 1/2 YRS callable
FHLB SGP81	1215	499,035.00	4.10%		AG	SA/MAT 7/14/22 3 YRS CALLABLE
FHLB TFW25	1206	498,880.00	4.15%		AG	SA/Mat 9/30/25 3 yrs Callable
FHLB ATM614	1201	498,930.00	5.00%		AG	SA/MAT 10/27/27 5 yrs callable
FHLB U4Y77	1197	499,685.00	5.05%		AG	SA/Mat 12/29/25 3 yr callable
FHLB UUA03	1194	500,000.00	5.00%		AG	SA/MAT 2/9/28 5 yr callable
FHLB UWR10	1193	500,000.00	5.25%		AG	SA/MAT 2/23/27 4 YRS callable
FHLB UZU12	1192	500,000.00	5.50%		AG	SA/Mat 3/8/28 callable
FHLB VK507	1175	500,000.00	5.00%		AG	SA/Mat 4/24/28 5 yrs callable
FHLB VKD35	1174	500,000.00	5.00%		AG	SA/Mat 4/12/27 4 yrs callable
FHLB VLU41	1174	500,000.00	4.85%		AG	SA/Mat 4/25/28 5yrs callable
FHLB VQF29	1172	500,000.00	5.00%		AG	SA/Mat 4/24/28 5 yrs callable
FHLB LW67	1238	448,735.00	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABLE
FHLB W5X40	1170	500,000.00	5.15%		AG	SA/Mat 5/24/28 5 yrs callable
FHLMC D051	1205	492,385.00	4.15%		AG	SA/Mat 9/29/26 4 yrs Callable
FHLMC B3F5	1246	268,851.00	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FHLMC GXHP1	1207	486,035.50	4.00%		AG	SA/Mat 8/24/27 5 yrs Callable
FHLMC GXT14	1216	490,210.00	4.00%		AG	SA/MAT 7/14/25 3 YRS CALLABLE
FHLMC GYT774	1169	500,656.25	5.25%		AG	SA/Mat 6/5/28 5 yrs Callable
FHLMC GYTW22	1168	500,000.00	5.30%		AG	SA/Mat 6/14/27 4 yrs Callable
FHLMC GYVX76	1167	500,000.00	5.45%		AG	SA/Mat 7/12/27 4 yrs callable
FHLMC GYW406	1166	500,000.00	5.85%		AG	SA/Mat 7/19/28 5 yrs callabel
FHLMC XAP9	1248	448,370.00	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
FHLMC XXR08	1211	488,045.00	3.32%		AG	SA/MAT 6/30/25 3 YRS Callable
FHLMC XYD03	1212	484,060.00	3.25%		AG	SA/MAT 6/30/27 5 yrs Callable
FHLMC YPB21	1173	500,000.00	5.13%		AG	SA/Mat 4/26/27 4 yrs callable
FHLMC YQL93	1171	500,000.00	5.38%		AG	SA/Mat 11/3/27 4y6M callable
FHLMC YY485	1165	500,000.00	5.80%		AG	SA/Mat 7/26/27 4 yrs callable
FHLMC ZY659	1164	498,000.00	5.25%		AG	SA/Mat 8/9/28 5 yrs callable
First Natl Bank of America YUJ2	1228	214,819.43	0.85%		cd	M/Mat 9/30/26
Firstler Bank LAH1	1304					matured
Flagstar Bank E3X3	1256	228,665.60	0.50%		CD	SA/Mat 7/31/24 yrs
Gunnison Savings and Loan 6020	1106	500,000.00	0.50%		CD	M/Mat 1/17/22 - 5 yrs
Gunnison Savings and Loan 8721	1335	500,000.00	2.84%		CD	M/MAT 2/14/28
Gunnison Bank and Trust	1283	262,711.50	2.00%		CD	Qtrly/Mat 1/27/25
InBank Bank 9156	1402	220,716.13	4.17%		CD	A/Mat 2/21/24 - 7 mo
JP Morgan UNC9	1250	218,417.50	0.40%		CD	SA/Mat 9/30/25 5yrs c-callable
Lender Bank UHF2	1249	236,511.34	0.25%		CD	SA/Mat 10/2/23 callable
Live Oak Bank 6HN7	1284	233,826.28	1.85%		CD	SA/Mat 7/24/24
Luana Savings PHA5	1253	232,812.23	0.30%		CD	SA/Mat 2/14/24
M Y Safra Bank JBJO	1258					matured
Marlin Business Bank	1291	238,135.10	1.70%		CD	SA/Mat 12/4/23 4 yrs
Merrick Bank KEW2	1285	237,006.63	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RRB8	1338	231,988.29	1.90%		CD	SA/Mat 1/2/25
Pacific Western Bank YRK7	1273	233,361.03	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VA87	1265	224,038.53	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Raymond James Bank	1293	232,245.79	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	246,747.12	0.40%		CD	SA/Mat 11/8/23 - 3 yrs
Synchrony Bank EXB81	1208	237,908.96	2.40%		CD	SA/Mat 7/29/2025
Synovus Bank DVD91	1195	245,000.00	4.60%		cd	SA/Mat 5/28/24 16mo
Texas Exchange Bank THU7	1263	224,063.28	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Toyota Financial Savings MJ51	1264	223,248.65	0.80%		CD	SA/Mat 6/30/25 5 yrs
United Fidelity Bank GA56	1189	245,000.00	4.90%		CD	M/Mat 3/30/27
US Treasury 2CBQ3	1218	446,055.00	2.40%		AG	SA/MAT 2/28/26 4 YRS
US Treasury 8Z7B1	1222	451,875.00	1.62%		AG	SA/Mat 1/31/27
US Treasury CCF68	1210	446,465.00	3.20%		AG	SA/MAT 5-31-26 4 YRS
Wells Fargo Bank 3A48	1488	238,205.90	2.75%		CD	M/5/3/24 5 yrs
Western States Bank	1309	506,895.53	2.72%		CD	Q/Mat 7/14/24 5 yr
TOTAL INVESTMENTS		38,978,070.15		66.19%		
Cash per Treasurer's Ledger		58,888,612.80		100.00%		
Plus Pending Disbursements		(14,468.98)				
Total Due to All Funds		58,874,143.82				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Vouchers and Transfers: August 2023 Cash Transfer

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

August 2023 Cash Transfer Report

Fiscal Impact: \$5,030,947.12

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by:

Discharge Date: 9/15/2023

County Attorney Review:

☐ Required

☒ Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig

Discharge Date: 9/15/2023

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 1

Agenda Date: 9/19/2023



**GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
August-23**

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(971,754.45)
130	95 11122	General - Payroll Account	1,298,143.93	0.00
150	01 11102	General - Water Resources	0.00	(237.75)
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(2,363,295.48)
002	02 11900	Road & Bridge	0.00	(229,220.54)
003	03 11900	Human Services	0.00	(90,994.29)
004	04 11900	Public Health Agency	0.00	(153,827.69)
007	07 11900	Conservation Trust	0.00	0.00
008	08 11900	Bond Fund	0.00	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(52,315.97)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	396,211.87	0.00
013	13 11900	Land Preservation	70,176.15	0.00
030	30 11900	Mosquito Control	0.00	(15,416.95)
032	32 11900	Sage Grouse Trust	10,795.52	0.00
034	34 11900	Risk Management	0.00	0.00
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(13,300.00)
050	50 11900	Gunnison County Sewer	0.00	(3,992.83)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(21,550.82)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(238,467.30)
125	52 11101	Solid Waste - Landfill Closure	11,486.98	0.00
126	52 11102	Solid Waste - Landfill Const	42,732.88	0.00
070	70 11900	Housing Authority	0.00	(677,850.62)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	5,099.49	0.00
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(132,973.91)
082	82 11900	ISF-II	2,869.63	0.00
090	90 11900	Health Insurance Trust	0.00	(60,256.07)
115	90 11101	Health Insurance Claims	222,951.14	0.00
091	91 11900	Local Marketing District	4,758.36	0.00
092	92 11900	Transportation Authority	216,416.10	0.00
093	93 11900	Public Trustee Agency	0.00	(5,492.45)
145	95 11121	Accounts Payable Clearing	2,749,305.07	0.00
TOTALS			\$ 5,030,947.12	\$ (5,030,947.12)

TRANSFER FOR JOURNAL ENTRIES:

308002, 308003, 308004, 308005, 308006, 307419, 307420, 304672, 305703, 306684, 306737, 607678,
306738, 302356, 306739, 308323, 308325, 308317, 307683, 309007, 308322, 308324, 308321, 308351,
306741, 308357, PRJ, AP, GBI, 308274, PRJ, UBB,

PREPARED BY:

AUTHORIZED BY:

RECEIVED BY TREASURER:

DATE:

DATE:

DATE:

9/8/23

SEP 8 2023

9-8-23

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
August-23**

Balance	JE's	Description	Finance Business Date	01	01	01	01	01	02	03	04	07	08
				General Fund 01 11900	Water Resource Prot. 01 11102	Workforce Impact Fees 01 11103	Courthouse Renovation 01 11105	Revenue Clearing 01 11106	Road & Bridge 02 11900	Human Services 03 11900	Public Health 04 11900	Conservation Trust 07 11900	Bond Fund 08 11900
-	308002,	STND1: VEHICLE/EQUIPMENT RENT	8/31/2023	(20,035.59)						(223.74)			
-	308003,	STND2: BUDGETED INTERFUND TRANSFERS	8/31/2023	32,420.33					(14,583.33)		(5,166.67)		
-	308004,	STND3: MAPPING SYSTEM CHARGES	8/31/2023	(11,534.02)					(1,675.83)	(22.08)	(22.08)		
-	308005,	STND4: TELEPHONE/FAX SYSTEM CHARGES	8/31/2023	(3,964.15)					(324.17)	(637.50)	(712.50)		
-	308006,	STND5: COMPUTER SYSTEM CHARGES	8/31/2023	(22,317.77)					(2,870.83)	(1,270.83)	(3,349.59)		
-	307419,	MATERIAL USE JULY	7/31/2023						(27,845.07)				
-	307420,	EQUIPMENT USE JULY	7/31/2023	(1,320.50)					(151,369.80)				
-	304672,	PCARD APR	4/30/2023	44,185.40					(3,143.39)	(4,717.45)	(18,088.90)		
-	305703,	PCARD MAY	5/31/2023	31,182.61					(1,150.54)	(1,875.03)	(14,426.21)		
-	306684,	PCARD JUN	6/30/2023	41,179.61					(534.92)	(2,369.72)	(16,618.30)		
-	306737,	MOVE PMTS	6/30/2023										
-	607678,	CORRECT JULY HHS WEX	7/31/2023							158.97	(158.97)		
-	306738,	MOVE WAGNER PAYMENT	6/30/2023										
-	302356,	RECORD RESTRICTED WATER USAGE	2/28/2023	180.00	(180.00)								
-	306739,	RECORD RESTRICTED WATER USAGE	6/30/2023	57.75	(57.75)								
-	308323,	PH PHOTOCOPY	8/31/2023	(48.00)								(115.60)	
-	308325,	POSTAGE USE AUG 2023	8/31/2023	(2,498.53)									
-	308317,	RECORD PW COMP EARNED AUG	8/31/2023						1,003.18				
-	307683,	REV WEX	7/31/2023							(218.38)	218.38		
-	309007,	WEED RENT TO AIRPORT SEPT	9/30/2023	(765.00)									
-	308322,	COPIES BLACK AUG 23	8/31/2023	(794.24)					(0.32)	(11.28)	(9.72)		
-	308324,	COPIES COLOR AUGUST 2023	8/31/2023	(2,490.30)					(0.36)	(7.20)	(0.90)		
-	308321,	REC MED CHECKS AUGUST	8/31/2023	(4,537.72)									
-	308351,	REVENUE CLEARING ACTIVITY AUG	8/31/2023	163,012.74				(2,363,295.48)	436,023.58	126,976.34	73,133.12		
-	306741,	RECLASS IT REVENUE	6/30/2023	(38,178.89)									
-	308357,	LANDFILL ALLOCATION AUGUST	8/30/2023										
-													
-													
-													
-													
-													
-													
-													
-	PRJ,	PAYROLL TAX JOURNAL	8/31/2023	(380,786.73)									
-	AP,	AP CLEARING AUGUST	8/31/2023	(332,212.38)					(271,006.16)	(29,892.78)	(47,405.52)		
-	GBI,	LANDFILL INTERFUND CHARGES	N/A	(82.60)					(14.00)				
-	308274,	NET PAYROLL TRANSFER	8/31/2023	(917,357.20)									
-	PRJ,	Payroll Journals	8/31/2023	454,950.73					(191,728.58)	(176,883.61)	(121,104.23)		
-	UBB,	3RD Q WATER SEWER TRANSFERS											
-		TOTALS		(971,754.45)	(237.75)	-	-	(2,363,295.48)	(229,220.54)	(90,994.29)	(153,827.69)	-	-

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

August-23

JE's	Description	Finance Business Date	08	08	10	10	12	13	30	32	34	43	50	50
			Series 2010 Bond Reserve 08 11101	Series 2013 Bond Reserve 08 11102	Airport Operations 10 11900	Terminal Construction 10 11101	Sales Tax 12 11900	Land Preservation 13 11900	Mosquito Control 30 11900	Sage Grouse 32 11900	Risk Management 34 11900	Capital Expenditures 43 11900	Sewer Fund 50 11900	Sewer Bond Reserve 50 11101
308002,	STND1: VEHICLE/EQUIPMENT RENT	8/31/2023			(502.25)								(397.12)	
308003,	STND2: BUDGETED INTERFUND TRANSFERS	8/31/2023			(4,635.00)				1,682.95				(420.00)	
308004,	STND3: MAPPING SYSTEM CHARGES	8/31/2023			(22.08)									
308005,	STND4: TELEPHONE/FAX SYSTEM CHARGES	8/31/2023			(308.33)									
308006,	STND5: COMPUTER SYSTEM CHARGES	8/31/2023			(1,541.67)									
307419,	MATERIAL USE JULY	7/31/2023												
307420,	EQUIPMENT USE JULY	7/31/2023												
304672,	PCARD APR	4/30/2023			(7,089.11)									
305703,	PCARD MAY	5/31/2023			(2,602.66)									
306684,	PCARD JUN	6/30/2023			(3,261.77)									
306737,	MOVE PMTS	6/30/2023												
607678,	CORRECT JULY HHS WEX	7/31/2023												
306738,	MOVE WAGNER PAYMENT	6/30/2023												
302356,	RECORD RESTRICTED WATER USAGE	2/28/2023												
306739,	RECORD RESTRICTED WATER USAGE	6/30/2023												
308323,	PH PHOTOCOPY	8/31/2023												
308325,	POSTAGE USE AUG 2023	8/31/2023												
308317,	RECORD PW COMP EARNED AUG	8/31/2023												
307683,	REV WEX	7/31/2023												
309007,	WEED RENT TO AIRPORT SEPT	9/30/2023			765.00									
308322,	COPIES BLACK AUG 23	8/31/2023			(19.67)									
308324,	COPIES COLOR AUGUST 2023	8/31/2023			(78.13)									
308321,	REC MED CHECKS AUGUST	8/31/2023												
308351,	REVENUE CLEARING ACTIVITY AUG	8/31/2023			91,922.11		564,667.48	70,176.15						
306741,	RECLASS IT REVENUE	6/30/2023												
308357,	LANDFILL ALLOCATION AUGUST	8/30/2023							15,444.17					
PRJ,	PAYROLL TAX JOURNAL	8/31/2023												
AP,	AP CLEARING AUGUST	8/31/2023			(124,942.41)		(168,455.61)		(17,099.90)	(4,648.65)		(13,300.00)	(3,175.71)	
GBI,	LANDFILL INTERFUND CHARGES	N/A												
308274,	NET PAYROLL TRANSFER	8/31/2023												
PRJ,	Payroll Journals	8/31/2023												
UBB,	3RD Q WATER SEWER TRANSFERS													
	TOTALS		-	-	(52,315.97)	-	396,211.87	70,176.15	(15,416.95)	10,795.52	-	(13,300.00)	(3,992.83)	-

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

August-23

JE's	Description	Finance Business Date	51	51	52	52	52	70	70	71	71	72	80	82
			Water Fund 51 11900	Water Bond Reserve 51 11101	Solid Waste 52 11900	Landfill Closure 52 11101	Landfill Construction 52 11102	Housing Authority 70 11900	Hsg Auth Deposits 70 11101	Senior Housing 71 11900	Senior Hsg. Deposits 71 11101	Assisted Living 72 11900	Internal Service I 80 11900	Internal Service II 82 11900
308002,	STND1: VEHICLE/EQUIPMENT RENT	8/31/2023	(576.68)		(12,618.14)								34,468.10	(114.58)
308003,	STND2: BUDGETED INTERFUND TRANSFERS	8/31/2023						(866.70)						(5,305.00)
308004,	STND3: MAPPING SYSTEM CHARGES	8/31/2023	(661.66)											13,937.75
308005,	STND4: TELEPHONE/FAX SYSTEM CHARGES	8/31/2023			(37.50)								(37.50)	6,059.15
308006,	STND5: COMPUTER SYSTEM CHARGES	8/31/2023	(166.67)		(312.50)								(166.67)	32,192.36
307419,	MATERIAL USE JULY	7/31/2023											27,845.07	
307420,	EQUIPMENT USE JULY	7/31/2023			(8,655.42)								161,345.72	
304672,	PCARD APR	4/30/2023	(765.58)		(2,859.14)								(2,932.23)	(3,565.38)
305703,	PCARD MAY	5/31/2023	(85.00)		(2,500.00)			(295.24)					(679.57)	(6,455.57)
306684,	PCARD JUN	6/30/2023	(285.00)		(2,584.47)								(3,305.06)	(11,984.55)
306737,	MOVE PMTS	6/30/2023			(37,700.00)								37,700.00	
607678,	CORRECT JULY HHS WEX	7/31/2023												
306738,	MOVE WAGNER PAYMENT	6/30/2023			(9,278.52)								9,278.52	
302356,	RECORD RESTRICTED WATER USAGE	2/28/2023												
306739,	RECORD RESTRICTED WATER USAGE	6/30/2023												
308323,	PH PHOTOCOPY	8/31/2023												163.60
308325,	POSTAGE USE AUG 2023	8/31/2023	(689.22)											3,187.75
308317,	RECORD PW COMP EARNED AUG	8/31/2023			(887.70)								(115.48)	
307683,	REV WEX	7/31/2023												
309007,	WEED RENT TO AIRPORT SEPT	9/30/2023												
308322,	COPIES BLACK AUG 23	8/31/2023												835.23
308324,	COPIES COLOR AUGUST 2023	8/31/2023												2,576.89
308321,	REC MED CHECKS AUGUST	8/31/2023												
308351,	REVENUE CLEARING ACTIVITY AUG	8/31/2023								9,371.00				
306741,	RECLASS IT REVENUE	6/30/2023												38,178.89
308357,	LANDFILL ALLOCATION AUGUST	8/30/2023			(69,664.03)	11,486.98	42,732.88							
PRJ,	PAYROLL TAX JOURNAL	8/31/2023												
AP,	AP CLEARING AUGUST	8/31/2023	(3,509.68)		(31,848.55)			(676,688.68)		(4,271.51)			(337,479.17)	(28,841.28)
GBI,	LANDFILL INTERFUND CHARGES	N/A			96.60									
308274,	NET PAYROLL TRANSFER	8/31/2023												
PRJ,	Payroll Journals	8/31/2023	(14,811.33)		(59,617.93)								(58,895.64)	(37,995.63)
UBB,	3RD Q WATER SEWER TRANSFERS													
	TOTALS		(21,550.82)	-	(238,467.30)	11,486.98	42,732.88	(677,850.62)	-	5,099.49	-	-	(132,973.91)	2,869.63

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

August-23

JE's	Description	Finance Business Date	90	90	91	92	93	95	95
			Health Insurance 90 11900	Health Claims Clearing 90 11101	Marketing District 91 11900	Transportation Authority 92 11900	Public Trustee 93 11900	Accounts Pay Clearing 95 11121	Payroll Clearing 95 11122
308002,	STND1: VEHICLE/EQUIPMENT RENT	8/31/2023							
308003,	STND2: BUDGETED INTERFUND TRANSFERS	8/31/2023			(2,083.33)	(1,043.25)			
308004,	STND3: MAPPING SYSTEM CHARGES	8/31/2023							
308005,	STND4: TELEPHONE/FAX SYSTEM CHARGES	8/31/2023					(37.50)		
308006,	STND5: COMPUTER SYSTEM CHARGES	8/31/2023					(195.83)		
307419,	MATERIAL USE JULY	7/31/2023							
307420,	EQUIPMENT USE JULY	7/31/2023							
304672,	PCARD APR	4/30/2023	(939.22)				(85.00)		
305703,	PCARD MAY	5/31/2023	(1,027.79)				(85.00)		
306684,	PCARD JUN	6/30/2023	(150.82)				(85.00)		
306737,	MOVE PMTS	6/30/2023							
607678,	CORRECT JULY HHS WEX	7/31/2023							
306738,	MOVE WAGNER PAYMENT	6/30/2023							
302356,	RECORD RESTRICTED WATER USAGE	2/28/2023							
306739,	RECORD RESTRICTED WATER USAGE	6/30/2023							
308323,	PH PHOTOCOPY	8/31/2023							
308325,	POSTAGE USE AUG 2023	8/31/2023							
308317,	RECORD PW COMP EARNED AUG	8/31/2023							
307683,	REV WEX	7/31/2023							
309007,	WEED RENT TO AIRPORT SEPT	9/30/2023							
308322,	COPIES BLACK AUG 23	8/31/2023							
308324,	COPIES COLOR AUGUST 2023	8/31/2023							
308321,	REC MED CHECKS AUGUST	8/31/2023	(218,413.42)	222,951.14					
308351,	REVENUE CLEARING ACTIVITY AUG	8/31/2023			289,341.69	538,671.27			
306741,	RECLASS IT REVENUE	6/30/2023							
308357,	LANDFILL ALLOCATION AUGUST	8/30/2023							
PRJ,	PAYROLL TAX JOURNAL	8/31/2023							380,786.73
AP,	AP CLEARING AUGUST	8/31/2023	(50,815.16)		(282,500.00)	(321,211.92)		2,749,305.07	
GBI,	LANDFILL INTERFUND CHARGES	N/A							
308274,	NET PAYROLL TRANSFER	8/31/2023							917,357.20
PRJ,	Payroll Journals	8/31/2023	211,090.34				(5,004.12)		
UBB,	3RD Q WATER SEWER TRANSFERS								
	TOTALS		(60,256.07)	222,951.14	4,758.36	216,416.10	(5,492.45)	2,749,305.07	1,298,143.93

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Vouchers and Transfers: Sales Tax - LMD Reports

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

July 2023 Sakes Tax and Local Marketing District Tax Reports

Fiscal Impact: See reports.

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/15/2023

County Attorney Review:

☐ Required

☒ Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig

Discharge Date: 9/15/2023

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 1

Agenda Date: 9/19/2023

Gunnison County, Colorado

Total Taxable Sales

For the Year Ended 12/31/23

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	17,862,988	18,321,543	19,691,239	16,061,087	18,892,531	24,906,638	28,787,334						144,523,360
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003	14,222,157	23,021,002						100,034,792
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104	3,475,304	8,054,444						45,170,816
Marble	131,754	67,728	87,331	79,408	243,675	386,138	639,387						1,635,421
Pitkin	55,308	42,949	45,531	65,200	94,704	339,388	592,807						1,235,887
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974	20,795,994	24,961,795						121,711,177
	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
TOTAL TAXABLE SALES	55,756,070	58,454,881	65,630,349	39,026,774	45,260,991	64,125,619	86,056,769	0	0	0	0	0	414,311,453
	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
Computed 1% Sales Tax	557,560.70	584,548.81	656,303.49	390,267.74	452,609.91	641,256.19	860,567.69						4,143,115
	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
% Incr(Decr) of 2023 over 2022	7.68%	9.17%	3.44%	-0.66%	1.04%	-5.60%	11.60%						

For the Year Ended 12/31/22

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,967,548	18,062,071	20,438,936	17,890,614	20,669,031	25,796,768	28,196,350	31,629,842	24,126,432	20,457,915	18,124,629	20,960,481	265,320,617
Crested Butte	14,992,677	16,681,498	17,221,472	7,933,378	8,726,989	15,911,249	20,921,043	18,437,867	17,020,353	10,727,318	8,543,383	14,679,374	171,796,601
Mt. Crested Butte	6,535,099	8,287,717	12,249,117	2,144,364	1,548,296	4,216,835	6,653,868	4,611,501	4,234,447	2,374,698	2,875,744	8,304,071	64,035,757
Marble	102,381	141,319	148,498	113,763	262,147	534,477	468,330	450,330	565,280	390,700	121,001	223,421	3,521,647
Pitkin	16,078	57,347	54,260	93,995	64,328	160,633	481,740	328,952	236,439	48,859	58,230	35,113	1,635,974
Unincorporated	11,167,071	10,312,892	13,338,354	11,108,839	13,524,789	21,307,219	20,393,061	19,704,387	19,725,170	17,099,249	15,795,244	17,912,969	191,389,244
	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
TOTAL TAXABLE SALES	51,780,854	53,542,844	63,450,637	39,284,953	44,795,580	67,927,181	77,114,392	75,162,879	65,908,121	51,098,739	45,518,231	62,115,429	697,699,840
	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
Computed 1% Sales Tax	517,808.54	535,428.44	634,506.37	392,849.53	447,955.80	679,271.81	771,143.92	751,628.79	659,081.21	510,987.39	455,182.31	621,154.29	6,976,998.40
	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
% Incr(Decr) of 2022 over 2021	22.44%	16.01%	22.41%	10.51%	11.23%	12.32%	9.24%	20.70%	2.88%	8.58%	7.44%	11.76%	12.80%

	Y-T-D 2022 TOTAL	Y-T-D 2023 TOTAL	Difference	%
City of Gunnison	150,021,318	144,523,360	(5,497,958)	-3.66%
Crested Butte	102,388,306	100,034,792	(2,353,514)	-2.30%
Mt. Crested Butte	41,635,296	45,170,816	3,535,520	8.49%
Marble	1,770,915	1,635,421	(135,494)	-7.65%
Pitkin	928,381	1,235,887	307,506	33.12%
Unincorporated	101,152,225	121,711,177	20,558,952	20.32%
	-----	-----	-----	-----
TOTAL TAXABLE SALES	397,896,441	414,311,453	16,415,012	4.13%
	=====	=====	=====	=====
	-----	-----	-----	-----
TOTAL COUNTY REVENUE	2,342,209	2,507,486	165,277	7.06%
	=====	=====	=====	=====

	Y-T-D 2021 TOTAL	Y-T-D 2022 TOTAL	Difference	%
City of Gunnison	140,142,059	150,021,318	9,879,259	7.05%
Crested Butte	96,709,780	102,388,306	5,678,526	5.87%
Mt. Crested Butte	33,158,990	41,635,296	8,476,306	25.56%
Marble	1,774,423	1,770,915	(3,508)	-0.20%
Pitkin	910,040	928,381	18,341	2.02%
Unincorporated	74,469,140	101,152,225	26,683,085	35.83%
	-----	-----	-----	-----
TOTAL TAXABLE SALES	347,164,432	397,896,441	50,732,009	14.61%
	=====	=====	=====	=====
	-----	-----	-----	-----
TOTAL COUNTY REVENUE	1,984,401	2,342,209	357,808	18.03%
	=====	=====	=====	=====

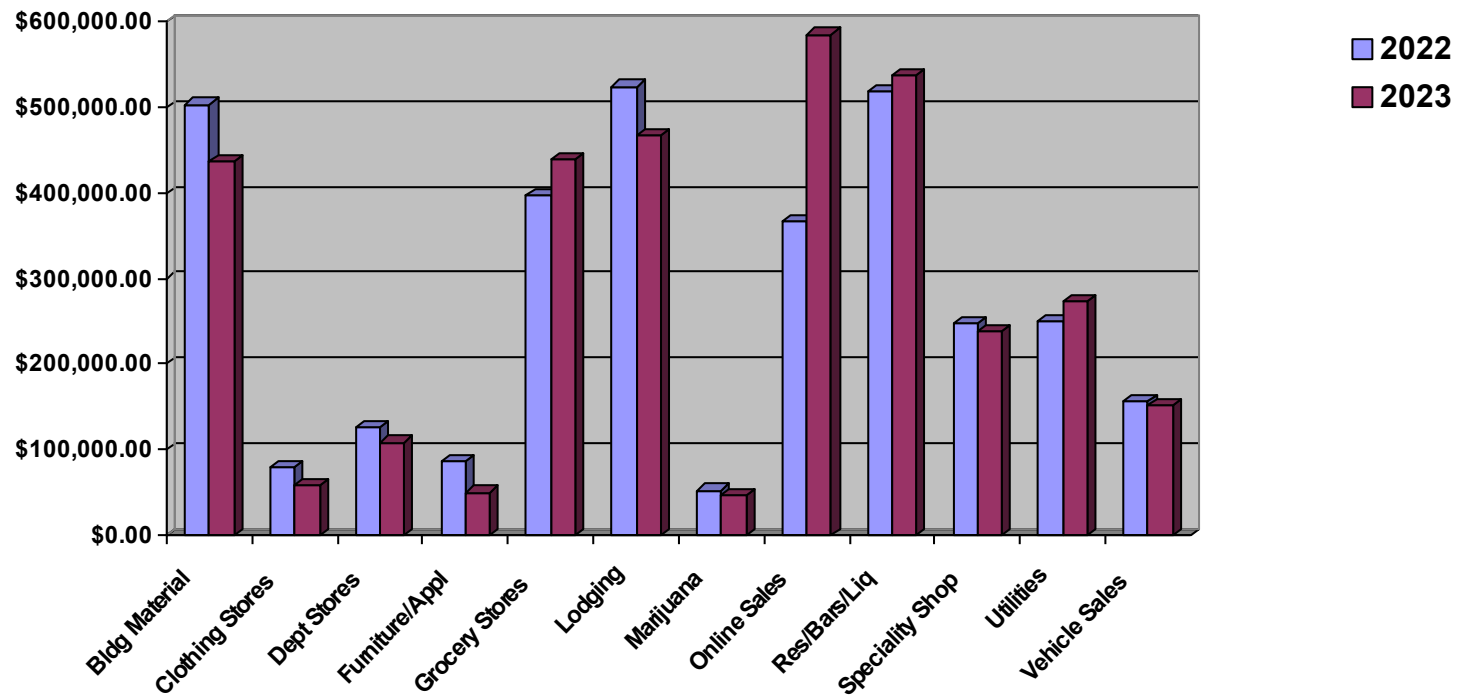
PREVIOUS YEARS FOR COMPARISON

	2020 TOTAL	2021 TOTAL	Difference	%
City of Gunnison	217,223,917	255,916,781	38,692,864	17.81%
Crested Butte	129,700,628	167,915,771	38,215,143	29.46%
Mt. Crested Butte	36,716,482	51,409,373	14,692,891	40.02%
Marble	2,857,002	3,281,011	424,009	14.84%
Pitkin	1,278,152	1,709,362	431,210	33.74%
Unincorporated	112,437,436	138,277,459	25,840,023	22.98%
	-----	-----	-----	-----
TOTAL TAXABLE SALES	500,213,617	618,509,757	118,296,140	23.65%
	=====	=====	=====	=====

	2019 TOTAL	2020 TOTAL	Difference	%
City of Gunnison	208,654,907	217,223,917	8,569,010	4.11%
Crested Butte	124,011,858	129,700,628	5,688,770	4.59%
Mt. Crested Butte	41,690,589	36,716,482	(4,974,107)	-11.93%
Marble	2,611,538	2,857,002	245,464	9.40%
Pitkin	1,485,301	1,278,152	(207,149)	-13.95%
Unincorporated	78,846,346	112,437,436	33,591,090	42.60%
	-----	-----	-----	-----
TOTAL TAXABLE SALES	457,300,539	500,213,617	42,913,078	9.38%
	=====	=====	=====	=====

SALES TAX REVENUE COMPARISONS														Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted		
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Year to Date	
2023	Current Month TOTAL															
	COUNTY REVENUE	\$ 324,932.02	\$ 340,143.76	\$ 389,749.07	\$ 241,988.60	\$ 280,293.83	\$ 399,947.07	\$ 530,431.82						\$ 2,507,486.17	\$ 2,507,486.17	\$ 3,940,000.00
	% Change over previous year (monthly)	10.94%	14.37%	7.64%	5.16%	3.91%	-5.74%	13.91%							7.06%	63.64%
2022	Current Month TOTAL															
	COUNTY REVENUE	\$ 292,877.63	\$ 297,416.68	\$ 362,082.96	\$ 230,106.96	\$ 269,739.85	\$ 424,310.00	\$ 465,675.27	\$ 452,474.33	\$ 406,304.46	\$ 319,127.94	\$ 284,705.38	\$ 378,279.99	\$ 4,183,101.45	\$ 2,342,209.35	\$ 3,406,600.00
	% Change over previous year (monthly)	25.29%	15.33%	24.83%	15.44%	15.78%	17.74%	13.57%	24.06%	9.13%	16.78%	13.59%	15.90%		18.03%	68.76%
2021	Current Month TOTAL															
	COUNTY REVENUE	\$ 233,764.43	\$ 257,877.27	\$ 290,061.24	\$ 199,331.52	\$ 232,967.59	\$ 360,365.64	\$ 410,033.18	\$ 364,717.53	\$ 372,329.35	\$ 273,280.66	\$ 250,647.04	\$ 326,388.65	\$ 3,571,764.10	\$ 1,984,400.87	\$ 3,406,600.00
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		32.58%	58.25%
2020	Current Month TOTAL															
	COUNTY REVENUE	\$ 211,645.49	\$ 216,060.62	\$ 168,955.20	\$ 143,088.55	\$ 170,460.34	\$ 251,543.96	\$ 335,046.12	\$ 304,308.97	\$ 325,464.58	\$ 238,366.46	\$ 205,331.59	\$ 299,015.41	\$ 2,869,287.29	\$ 1,496,800.28	\$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		11.66%	63.30%
2019	Current Month TOTAL															
	COUNTY REVENUE	\$ 170,067.96	\$ 166,941.31	\$ 175,741.46	\$ 132,172.13	\$ 142,697.59	\$ 237,026.29	\$ 315,888.42	\$ 272,815.87	\$ 247,730.77	\$ 201,759.56	\$ 179,763.86	\$ 260,373.24	\$ 2,502,978.46	\$ 1,340,535.16	\$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		8.53%	63.53%
2018	Current Month TOTAL															
	COUNTY REVENUE	\$ 158,998.15	\$ 147,877.26	\$ 168,534.55	\$ 120,215.15	\$ 143,035.31	\$ 214,044.30	\$ 282,456.83	\$ 233,447.74	\$ 276,580.27	\$ 159,001.17	\$ 125,310.95	\$ 194,759.60	\$ 2,224,261.28	\$ 1,235,161.55	\$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		14.11%	64.20%
2017	Current Month TOTAL															
	COUNTY REVENUE	\$ 139,392.05	\$ 147,046.94	\$ 175,494.85	\$ 96,225.07	\$ 115,278.76	\$ 183,923.35	\$ 225,051.99	\$ 239,240.43	\$ 200,934.31	\$ 141,366.34	\$ 116,835.75	\$ 182,355.98	\$ 1,963,145.82	\$ 1,082,413.01	\$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		0.51%	58.88%
2016	Current Month TOTAL															
	COUNTY REVENUE	\$ 125,157.30	\$ 162,978.56	\$ 157,480.34	\$ 104,370.28	\$ 109,392.20	\$ 180,729.23	\$ 236,844.80	\$ 228,536.23	\$ 188,023.92	\$ 120,347.56	\$ 95,627.52	\$ 172,116.30	\$ 1,881,604.24	\$ 1,076,952.71	\$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		9.11%	58.59%
2015	Current Month TOTAL															
	COUNTY REVENUE	\$ 126,678.67	\$ 125,794.53	\$ 150,379.22	\$ 85,651.79	\$ 102,663.54	\$ 165,070.67	\$ 230,768.25	\$ 195,967.70	\$ 196,937.46	\$ 113,087.50	\$ 100,454.29	\$ 165,122.68	\$ 1,758,576.30	\$ 987,006.67	\$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		9.21%	62.08%
2014	Current Month TOTAL															
	COUNTY REVENUE	\$ 111,193.82	\$ 111,264.35	\$ 135,936.02	\$ 79,959.58	\$ 99,519.75	\$ 148,591.26	\$ 217,271.71	\$ 182,557.86	\$ 181,452.74	\$ 107,834.56	\$ 96,183.39	\$ 151,915.60	\$ 1,623,680.64	\$ 903,736.49	\$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		5.25%	61.40%
2013	Current Month TOTAL															
	COUNTY REVENUE	\$ 110,323.53	\$ 106,514.20	\$ 130,684.01	\$ 75,428.71	\$ 91,528.08	\$ 141,300.06	\$ 202,862.92	\$ 166,649.18	\$ 147,508.85	\$ 108,616.50	\$ 90,259.56	\$ 138,427.93	\$ 1,510,103.53	\$ 858,641.51	\$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		4.90%	60.23%
2012	Current Month TOTAL															
	COUNTY REVENUE	\$ 92,940.69	\$ 110,678.57	\$ 116,280.84	\$ 77,835.01	\$ 94,048.48	\$ 145,374.41	\$ 181,344.11	\$ 141,276.47	\$ 132,636.58	\$ 96,095.54	\$ 88,302.36	\$ 131,131.54	\$ 1,407,944.60	\$ 818,502.11	\$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		6.79%	61.58%
2011	Current Month TOTAL															
	COUNTY REVENUE	\$ 98,483.50	\$ 99,062.88	\$ 119,211.37	\$ 71,571.55	\$ 81,077.59	\$ 119,386.11	\$ 177,639.68	\$ 157,047.23	\$ 131,749.00	\$ 91,514.44	\$ 85,637.00	\$ 141,760.78	\$ 1,374,141.13	\$ 766,432.68	\$ 1,314,611.00

2022/2023 YTD INDUSTRY COMPARISON AS OF JULY



July 2023

Taxes by Industry

Amusement & Entertainment	\$36,694.60
Bldg Material & Trades	\$83,838.73
Clothing Stores	\$16,422.50
Department Stores	\$23,894.57
Furniture & Appliance Stores	\$8,634.64
Gas/Convenience Stores	\$14,296.60
Grocery Stores	\$89,531.51
Lodging	\$119,067.89
Manufacturing	\$22,805.25
Marijuana	\$9,494.82
Miscellaneous Services	\$88,364.67
Online Sales	\$106,038.17
Ranching & Agriculture	\$262.18
Restaurant/Bars/Liquor Stores	\$138,954.99
Specialty Shops	\$46,220.97
Utilities	\$26,565.90
Vehicle Sales/Parts/Services	\$29,479.70
<i>GRAND TOTAL:</i>	\$860,567.69

Taxes by Industry and Jurisdiction

July 2023

Amusement & Entertainment

<i>Almont</i>	1760.87
<i>Crested Butte</i>	9761.14
<i>Gunnison</i>	13446.39
<i>Mt. Crested Butte</i>	6554.75
<i>Pitkin</i>	0.14
<i>Rem of Cnty</i>	5170.40
<i>Somerset</i>	0.91

Grand Total By Industry: \$36,694.60

Bldg Material & Trades

<i>Crested Butte</i>	25043.74
<i>Gunnison</i>	40698.42
<i>Marble</i>	475.38
<i>Mt. Crested Butte</i>	402.79
<i>Pitkin</i>	1342.55
<i>Rem of Cnty</i>	15128.22
<i>Somerset</i>	747.63

Grand Total By Industry: \$83,838.73

Clothing Stores

<i>Crested Butte</i>	12121.10
<i>Gunnison</i>	3276.98
<i>Mt. Crested Butte</i>	1024.42

Grand Total By Industry: \$16,422.50

Department Stores

<i>Gunnison</i>	23894.57

Grand Total By Industry: \$23,894.57

Furniture & Appliance Stores

<i>Crested Butte</i>	4063.84
<i>Gunnison</i>	2270.23
<i>Marble</i>	60.89
<i>Mt. Crested Butte</i>	645.25
<i>Rem of Cnty</i>	1455.44

Somerset	138.99

Grand Total By Industry:	\$8,634.64

Gas/Convenience Stores

Almont	25.82

Crested Butte	2648.99

Gunnison	9100.47

Pitkin	1239.99

Rem of Cnty	515.67

Somerset	765.66

Grand Total By Industry:	\$14,296.60

Grocery Stores

Crested Butte	23806.79

Gunnison	64757.67

Marble	145.06

Mt. Crested Butte	215.41

Ohio City	88.77

Pitkin	91.88

Rem of Cnty	425.93

Grand Total By Industry:	\$89,531.51

Lodging

Almont	7529.17

Crested Butte	20855.46

Gunnison	16876.13

Marble	653.63

Mt. Crested Butte	41566.43

Ohio City	116.44

Pitkin	1157.68

Powderhorn	1426.75

Rem of Cnty	28702.43

Somerset	183.77

Grand Total By Industry:	\$119,067.89

Manufacturing

Almont	198.90

Crested Butte	7499.14

Gunnison	4355.21

Marble	47.71

Mt. Crested Butte	388.18

<i>Ohio City</i>	92.66
<i>Pitkin</i>	52.21
<i>Rem of Cnty</i>	3223.94
<i>Somerset</i>	6947.30

<i>Grand Total By Industry:</i>	\$22,805.25

Marijuana

<i>Crested Butte</i>	3469.46
<i>Gunnison</i>	6022.35
<i>Mt. Crested Butte</i>	3.01

<i>Grand Total By Industry:</i>	\$9,494.82

Miscellaneous Services

<i>Almont</i>	7788.91
<i>Crested Butte</i>	20024.90
<i>Gunnison</i>	21057.75
<i>Marble</i>	126.88
<i>Mt. Crested Butte</i>	21025.97
<i>Ohio City</i>	0.43
<i>Pitkin</i>	763.65
<i>Rem of Cnty</i>	14215.93
<i>Somerset</i>	3360.25

<i>Grand Total By Industry:</i>	\$88,364.67

Online Sales

<i>Rem of Cnty</i>	106038.17

<i>Grand Total By Industry:</i>	\$106,038.17

Ranching & Agriculture

<i>Crested Butte</i>	227.06
<i>Gunnison</i>	35.12

<i>Grand Total By Industry:</i>	\$262.18

Restaurant/Bars/Liquor Stores

<i>Crested Butte</i>	74546.47
<i>Gunnison</i>	47497.00
<i>Marble</i>	3446.75
<i>Mt. Crested Butte</i>	3510.78
<i>Pitkin</i>	325.62
<i>Rem of Cnty</i>	9628.37

<i>Grand Total By Industry:</i>	\$138,954.99

Specialty Shops

<i>Almont</i>	39.04
<i>Crested Butte</i>	16835.09
<i>Gunnison</i>	9822.39
<i>Marble</i>	1140.73
<i>Mt. Crested Butte</i>	1510.89
<i>Ohio City</i>	3.76
<i>Pitkin</i>	7.69
<i>Rem of Cnty</i>	12801.75
<i>Somerset</i>	4059.63

Grand Total By Industry: \$46,220.97

Utilities

<i>Almont</i>	806.94
<i>Crested Butte</i>	3442.04
<i>Gunnison</i>	6191.09
<i>Marble</i>	141.42
<i>Mt. Crested Butte</i>	3354.78
<i>Ohio City</i>	43.85
<i>Parlin</i>	1.14
<i>Pitkin</i>	255.10
<i>Rem of Cnty</i>	12295.55
<i>Somerset</i>	33.99

Grand Total By Industry: \$26,565.90

Vehicle Sales/Parts/Services

<i>Almont</i>	9.18
<i>Crested Butte</i>	5864.80
<i>Gunnison</i>	18571.57
<i>Marble</i>	155.42
<i>Mt. Crested Butte</i>	341.78
<i>Pitkin</i>	691.56
<i>Rem of Cnty</i>	3780.09
<i>Somerset</i>	65.30

Grand Total By Industry: \$29,479.70

\$860,567.69

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2023															
	Current Month Net Collection	318,489.00	327,208.00	432,664.00	96,286.00	124,021.56	302,137.15	498,398.00							
	Interest Credit	(12.00)	33.00	3.00	2.00	20.00	20.00	2.00							
	Program Cost	297.21	423.69	445.61	385.57	443.27	(9,892.82)	64.59							
	Current Total Distribution	\$ 318,774.21	\$ 327,664.69	\$ 433,112.61	\$ 96,673.57	\$ 124,484.83	\$ 292,264.33	\$ 498,464.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,091,438.83	\$ 2,091,438.83
% Change over previous year (cumulative)		-2.64%	-3.44%	-13.46%	-11.88%	-10.70%	-10.76%	-7.64%							
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2022															
	Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	109,755.00	332,544.60		
	Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00	31.00	358.00		
	Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90	308.52	144.32		
	Current Total Distribution	\$ 327,433.99	\$ 342,067.65	\$ 577,958.31	\$ 87,289.40	\$ 121,894.10	\$ 328,323.03	\$ 479,362.31	\$ 359,480.63	\$ 381,932.34	\$ 194,462.90	\$ 110,094.52	\$ 333,046.92	\$ 3,643,346.10	\$ 2,264,328.79
% Change over previous year (cumulative)		28.01%	15.91%	27.14%	24.01%	22.46%	14.20%	10.90%	8.92%	5.85%	6.32%	4.94%	4.39%	4.39%	
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2021															
	Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
	Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
	Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
	Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ 367,144.34	\$ 430,845.10	\$ 170,090.37	\$ 144,541.99	\$ 335,612.28	\$ 3,489,999.51	\$ 2,041,765.43
% Change over previous year (cumulative)		32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%	43.19%	43.19%	
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2020															
	Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
	Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
	Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
	Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 1,231,715.23
% Change over previous year (cumulative)		5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%	11.38%	
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2019															
	Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
	Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
	Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
	Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 1,256,337.20
% Change over previous year (cumulative)		20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%	2.63%	
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2018															
	Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
	Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
	Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
	Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 1,249,296.71
% Change over previous year (cumulative)		15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%	11.68%	

		<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Totals</i>	<i>Year to Date</i>
2017															
	Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
	Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
	Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
	Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 1,087,507.73
	% Change over previous year (cumulative)	-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%	10.28%	
		<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Totals</i>	<i>Year to Date</i>
2016															
	Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
	Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
	Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
	Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 1,038,988.10
	% Change over previous year (cumulative)	48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%	14.85%	
		<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Totals</i>	<i>Year to Date</i>
2015															
	Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
	Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
	Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
	Current Total Distribution	\$ 103,919.20	\$ 123,193.98	\$ 209,737.84	\$ 36,620.72	\$ 44,462.69	\$ 132,076.38	\$ 232,173.30	\$208,740.06	\$ 209,908.23	\$ 66,030.97	\$ 34,801.84	\$ 105,804.86	\$ 1,507,470.07	\$ 882,184.11
	% Change over previous year (cumulative)	452.10%	608.71%	31.93%	39.95%	48.15%	17.49%	18.74%	20.42%	13.00%	13.44%	13.37%	8.87%	8.87%	
		<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Totals</i>	<i>Year to Date</i>
2014															
	Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
	Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
	Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
	Current Total Distribution	\$ 18,822.43	\$ 13,223.78	\$ 299,072.51	\$ 7,197.39	\$ 11,296.94	\$ 203,637.44	\$ 189,675.00	\$163,019.00	\$ 245,249.37	\$ 53,678.91	\$ 31,519.63	\$ 148,298.01	\$ 1,384,690.41	\$ 742,925.49
	% Change over previous year (cumulative)	-0.02%	47.41%	8.74%	3.28%	6.57%	17.43%	48.17%	78.33%	20.71%	22.48%	25.45%	22.07%	22.07%	
		<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Totals</i>	<i>Year to Date</i>
2013															
	Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
	Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
	Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
	Current Total Distribution	\$ 18,826.17	\$ 2,913.03	\$ 282,752.41	\$ 23,069.78	\$ 506.20	\$ 143,063.95	\$ 30,278.41	\$ 6,613.42	\$ 445,635.11	\$ 30,094.86	\$ 1,818.05	\$ 148,729.79	\$ 1,134,301.18	\$ 501,409.95
	% Change over previous year (cumulative)	-14.52%	-16.80%	14.02%	9.81%	5.99%	8.67%	6.42%	7.09%	6.98%	4.82%	4.27%	3.60%	3.60%	
		<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Totals</i>	<i>Year to Date</i>
2012															
	Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
	Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
	Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
	Current Total Distribution	\$ 22,024.18	\$ 4,105.20	\$ 240,916.14	\$ 31,264.57	\$ 11,212.58	\$ 124,039.29	\$ 37,597.70	\$ 3,224.91	\$ 417,049.63	\$ 47,078.59	\$ 6,705.78	\$ 149,706.29	\$ 1,094,924.86	\$ 471,159.66

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval of a Boundary Line Adjustment Plat; LUC-2

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Boundary line adjustment to resolve setback issue.

Fiscal Impact:

Submitted by: Hillary Seminick

Submitter's Email Address: hseminick@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 9/14/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/14/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/15/2023

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 9/19/2023

To: Board of County Commissioners

RE: LUC-23-00022 | Boundary Line Adjustment | Lot 13 Silverjack Subdivision/Balsam Trail

Date: September 11, 2023

The Applicant, William and Heidi Shields, represented by Dufford Waldeck Law, request approval of a Boundary Line Adjustment Plat (Amendment Plat) as shown in Exhibit A. The Boundary Line Adjustment is to create [Land Use Resolution \(LUR\)](#) compliant setbacks for a cabin constructed 6.17' of the current front lot line. The setback requirement from a platted subdivision road is 25', and approval of the Amendment Plat would establish setbacks compliant with LUR standards.

The Applicant was issued a building permit (BP-20-00166) for the cabin. At time of LUR compliance review, the building permit site plan indicated a front lot line setback of 55'. The setback encroachment issue came to the attention of Gunnison County during a routine foundation inspection. As a result of the LUR violation, the Silverjack Homeowners Association and the Applicant entered into a settlement agreement to address the encroachment and to convey a portion of Balsam Trail ("Severed Parcel") from the HOA to the Applicant; while reserving the entirety of the Severed Parcel as a utility and access easement. The agreement required the Applicant to submit a Boundary Line Adjustment application to Gunnison County.

The Amendment Plat was reviewed by planning staff and the County Attorney's Office and was found to comply with the standards of Sec. 5-103.L, *Application form for Boundary Line Adjustments*.

Exhibits

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-23-00022. Click on "Attachments".

A. Amendment Plat

SHIELDS—SILVERJACK HOMEOWNERS ASSOCIATION, INC.
BOUNDARY LINE ADJUSTMENT

SITUATED IN SECTION 5, T46N, R6W, N.M.P.M.,
FORMERLY LOT 13, SILVERJACK SUBDIVISION AND A PART OF BALSAM TRAIL
GUNNISON COUNTY, STATE OF COLORADO

CERTIFICATE OF OWNERSHIP
Know all men by these presents that we the undersigned being the owners of certain lands in Gunnison County, Colorado, described as

Lot 13, Silverjack Subdivision, according to the plat thereof filed for record as Reception No. 293494 and the amended plat thereof recorded September 6, 1974 at Reception No. 302062, County of Gunnison, State of Colorado

&

Balsam Trail, Silverjack Subdivision,

have by these presents caused same, or part of same, to be laid out, platted and subdivided into lots or tracts, as shown on this plat, under the name and style of
SHIELDS—SILVERJACK HOMEOWNERS ASSOCIATION, INC. BOUNDARY LINE ADJUSTMENT

Owners: Lot 13

William Shields Heidi Shields

Owner: Balsam Trail

Silverjack Homeowners Association, Inc. Title

NOTARIAL
STATE OF COLORADO)
)ss.
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, A.D. 20____, by William Shields.

My commission expires: _____

My address is: _____

Witness my hand and official seal:

_____(seal)
Notary Public

NOTARIAL
STATE OF COLORADO)
)ss.
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, A.D. 20____, by Heidi Shields.

My commission expires: _____

My address is: _____

Witness my hand and official seal:

_____(seal)
Notary Public

NOTARIAL
STATE OF COLORADO)
)ss.
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, A.D. 20____, by _____ title _____ of Silverjack Homeowners Association, Inc.

My commission expires: _____

My address is: _____

Witness my hand and official seal:

_____(seal)
Notary Public

BOARD OF COUNTY COMMISSIONERS APPROVAL
The within plot of the SHIELDS—SILVERJACK HOMEOWNERS ASSOCIATION, INC.

BOUNDARY LINE ADJUSTMENT is approved this _____ day of _____, A.D. 20____.

Chairperson, Gunnison County Board of Commissioners

Attest:

Gunnison County Clerk & Recorder

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE
This plat was accepted for deposit in the office of the Clerk and Recorder of Gunnison

County, Colorado, on this _____ day of _____, A.D. 20____.

Deposit Number _____, Time _____, Date _____

Gunnison County Clerk and Recorder

TRANSFERRING PARCEL DESCRIPTION
A tract of land situated in Section 5, Township 46 North, Range 6 West, N.M.P.M. also being a part of Balsam Trail, Silverjack Subdivision, Gunnison County, Colorado. Said tract is more particularly described as follows: Beginning at a point on the easterly right-of-way line of said Balsam Trail from whence the southwest corner of Lot 13, said Silverjack Subdivision bears S08°49'12"W, 41.70 ft.; thence continuing along said easterly right-of-way line, 50.83 ft. along the arc to the left having a radius of 411.97 ft., a central angle of 07°04'09" and a long chord which bears N02°23'03"E, 50.80 ft.; thence leaving said easterly right-of-way line S59°29'39"W, 22.74 ft.; thence S12°05'19"E, 42.00 ft.; thence N77°54'41"E, 8.88 ft. to the point of beginning, containing 698 square feet.

"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 action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon."

CF: Plot Scale _____ Book _____ Page _____	SHIELDS—SILVERJACK HOMEOWNERS ASSOCIATION, INC. BOUNDARY LINE ADJUSTMENT
DATE: 4/2/2023 REVISIONS: 6/9/23 7/25/23 additions per attorney	SITUATED IN SECTION 5, T46N, R6W, N.M.P.M., FORMERLY LOT 13, SILVERJACK SUBDIVISION AND A PART OF BALSAM TRAIL GUNNISON COUNTY, STATE OF COLORADO
FOR: WILLIAM SHIELDS AUTHORIZED BY: ANNIE MURPHY	
MESA SURVEYING INC. P.O. Box 1287 (970)-240-9994 Montrose, CO 81402	
Sheet _____ of _____	File No. 23-19

LOT NO. 1, SHIELDS—SILVERJACK HOMEOWNERS ASSOCIATION, INC.
BOUNDARY LINE ADJUSTMENT
5.02 ACRES

LINEAL UNITS: U.S. SURVEY FOOT
SCALE: 1" = 40'

BASIS OF BEARINGS:
N72°50'23"W along the southerly line of Lot 13, between found monuments as shown hereon with all bearings herein relative thereto

TRANSFERRING PARCEL BEING ENTIRELY ENCUMBERED BY AN ACCESS & UTILITY EASEMENT FOR THE BENEFIT OF SILVERJACK HOMEOWNERS ASSOCIATION, INC.

ATTORNEY'S OPINION REGARDING LOT 13, SILVERJACK SUBDIVISION, GUNNISON COUNTY, COLORADO

I, Annie D. Murphy, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in William Shields and Heidi Shields and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1 Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land

2 Easements, liens or encumbrances, or claims thereof, not shown by the Public Records

3 Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

4 Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records

5 Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the Commitment.

6, (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records

7 (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) ditches and ditch rights; water rights, claims or title to water; (d) all interest in oil, gas, coal and other mineral rights severed by predecessors in Title and any and all assignments thereof or interests therein; whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records

8 Reservation of right of way for any ditches or canals constructed by authority of United States, in U.S. Patent recorded April 20, 1931 in Book 235 at Page 297

9 Right of way for ditches or canals constructed by the authority of the United States, and all coal and other minerals, in the land so patented, together with the right to prospect for, mine, and remove the same according to the provisions of the Act of December 29, 1916, (39 Stat. 862) as reserved in United States Patent recorded April 20, 1931 in Book 235 at Page 298. February 14, 2022 as Reception No. 683066

10. All easements, plat notes, notices, building setbacks and general dedications as set forth on the plat of said subdivision filed for record March 22, 1973 as Reception No. 293494, amended by plat recorded September 6, 1974 at Reception No. 302062, pertaining to the subject property and appurtenances thereto.

11. Covenants and restrictions as contained in Protective Covenants, recorded March 22, 1973 in Book 451 at Page 150 and November 12, 2014 as Reception No. 629954, and any and all amendments and supplements thereto, but omitting restrictions, if any, based on race, color, creed, national origin, religion, sex, sexual orientation, marital status, disability, handicap, ancestry, source of income or familial status unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

12. Easement as described in instrument from Silverjack Homeowners Association, Inc. to William and Heidi Shields, recorded May 12, 2022 as Reception No. 684631.

13. Terms, agreements, provisions, conditions, and obligations as contained in Certificate, between Gunnison County and William and Heidi Shields, recorded February 14, 2022 as Reception No. 683066.

Dated this 31st day of July, A.D. 2023
Annie D. Murphy
Attorney at Law

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	32.61'	50.00'	37°21'57"	N01°16'42"W 32.03'
C2	121.49'	218.67'	31°49'57"	N19°48'37"W 119.93'
C3	19.73'	411.97'	2°44'38"	N02°31'19"W 19.73'
C4	41.72'	411.97'	5°48'07"	N08°49'12"E 41.70'
C5	50.83'	411.97'	7°04'09"	N02°23'03"E 50.80'

LEGEND

MEA = MEASURED IN FIELD
REC = RECORDED ON PLAT OF SILVERJACK SUBDIVISION
HOA = HOMEOWNERS ASSOCIATION
POB = POINT OF BEGINNING
▲ = FOUND MESA SURVEYING REBAR & SURVEY CAP
■ = SET MESA SURVEYING REBAR & SURVEY CAP LS12180
○ = CENTERLINE

LINE TABLE

LINE	COURSE
L1	S59°29'39"W, 22.74'
L2	S12°05'19"E, 42.00'
L3	N77°54'41"E, 8.88'

SURVEYOR'S STATEMENT

I, William D. Wiley, a Registered Land Surveyor in the State of Colorado, do hereby certify that the survey represented by this plat was made under my direct responsibility, supervision and checking, and that this plat accurately represents said survey.

William D. Wiley
Colorado Registered
Land Surveyor #12180

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval of a Lot Cluster; LUC-23-0003; Lime Basin

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Clustering of Lime Basin 5 Lode Mining Claim and Lime Basin 6 Lode Mining Claim in Quartz Creek Properties

Fiscal Impact:

Submitted by: Rachael Blondy

Submitter's Email Address: rblondy@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 9/14/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/14/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/15/2023

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 9/19/2023



Rachael Blondy, Planner I
(970) 641-7932
rblondy@gunnisoncounty.org
www.GunnisonCounty.org

To: Board of County Commissioners

RE: LUC-23-00031 | Lot Cluster | Melody and Gary Danhof

Date: September 19, 2023

The Applicant, Melody and Gary Danhof, request approval of a lot cluster as shown in Exhibit A. The parcels legally described as Lime Basin 5 Lode Mining Claim and Lime Basin 6 Lode Mining Claim in Quartz Creek Properties are desired to be clustered in order to maintain the low density surrounding the applicants' property.

Staff recommends that the Board approve the lot cluster and finds that the application complies with all applicable standards found in LUR Section 5-103 and is compatible with community character, as it will further maintain the rural character of the Pitkin area.

Section 5-103: Standards for Approval of Administrative Review Projects describes the standards for approval:

1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.
2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area.

The Lot Cluster was reviewed by planning staff and by the County Attorney's Office on September 6th, 2023 and was found to comply with the standards of [Land Use Resolution](#) Sec. 5-104.M, *Application Form for Lot Cluster*.

Thank you,

Rachael Blondy

Exhibits

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-23-00031. Click on "Attachments".

- A. Lot Plan
- B. Lot Cluster Agreement

Gunnison County
LUC-23-00031 Lot Cluster Application



EXHIBIT A

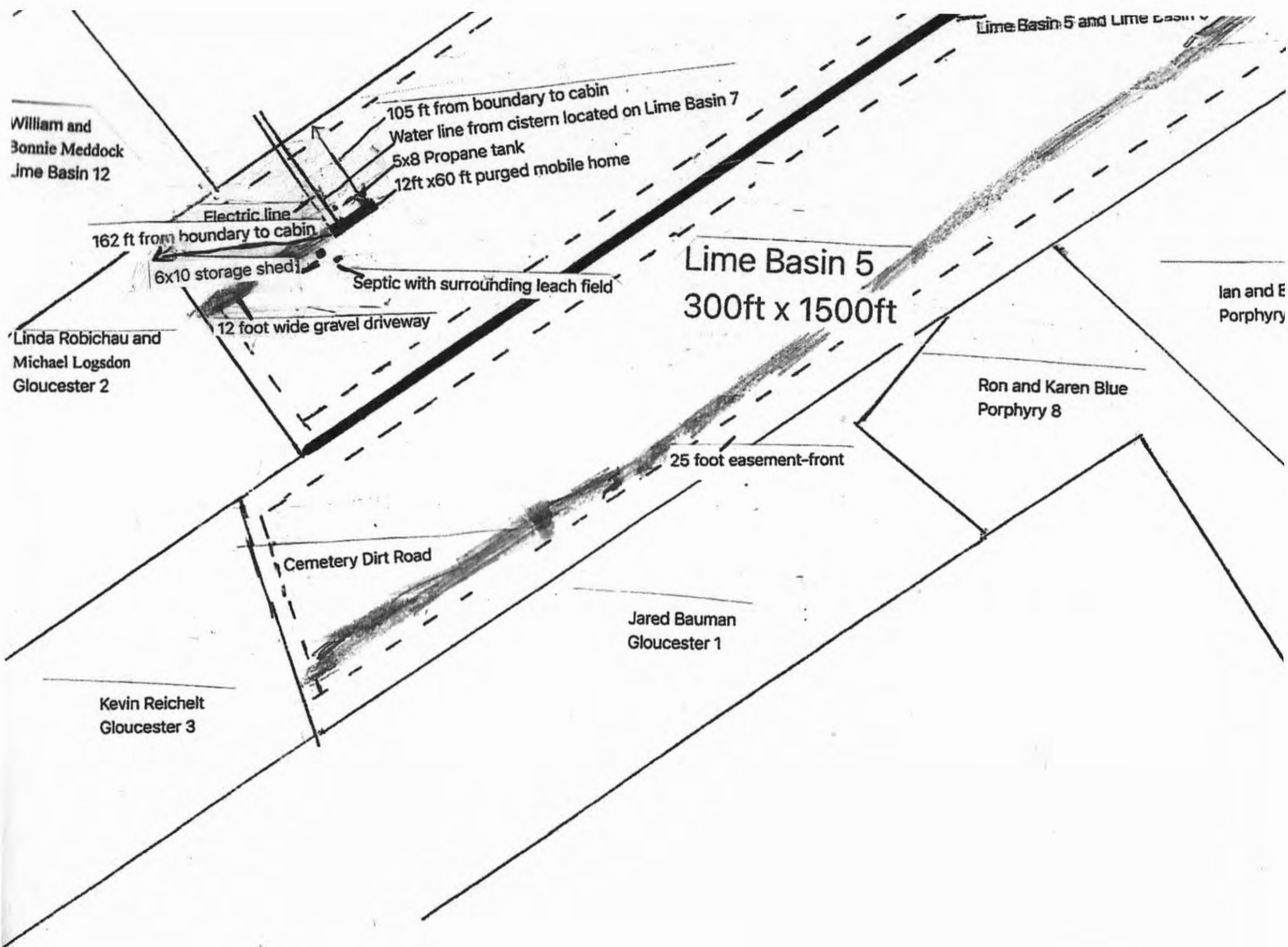


EXHIBIT A

Cluster Lime Basin 5 and Lime Basin 6

25 foot easement on front of properties

15 foot easement on side and rear

There are no proposed buildings to be erected on either property

There are no telephone or cable lines on either property

There are no irrigation or drainage ditches on either property

We also own Lime Basin 7

Cabin is located 162 ft from 300ft boundary

And 105 ft from 1500 ft boundary

Shed is located 130 ft from 300 ft boundary

And 130 ft from 1500 ft boundary

1/2 inch = 100 feet

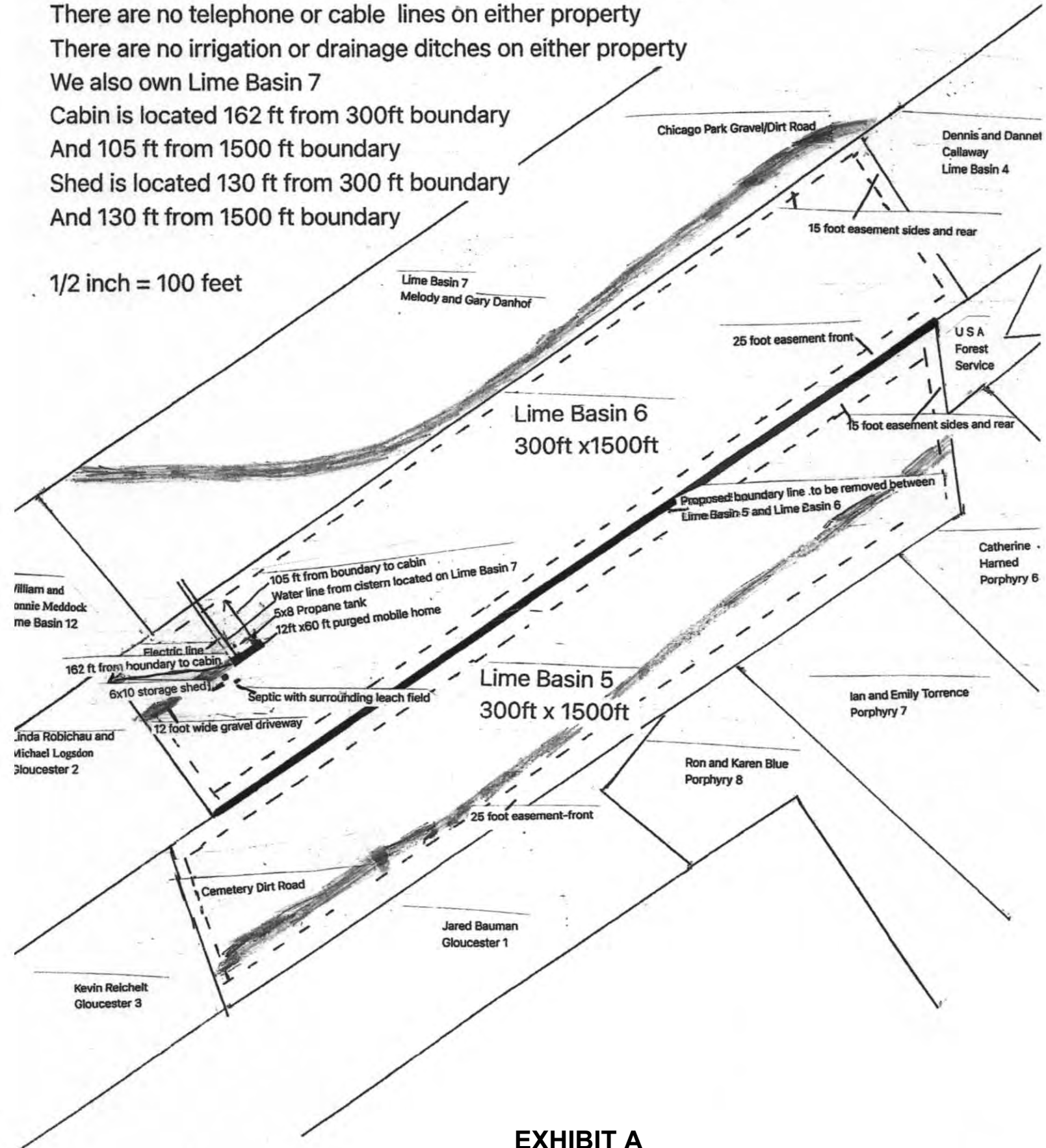


EXHIBIT A



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 Melody Danhof Gary P. Danhof
(Owner) (Owner)

(Owner) (Owner)

RECITALS:

Legal Description: Complete – please attach if too long

Lime Basin No. 6 Lode Mining Claim, U.S. Survey No. 13950 according to the United States Patent thereof QUARTZ CREEK MINING DISTRICT. Lime Basin No. 5 Lode Mining Claim, U. S. Survey No.13950 according to the United States Patent thereof QUARTZ CREEK MINING DISTRICT.

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: 9-16-2023

Date: 9-6-2023

Date: _____

Date: _____

Melody Dambhof
Owner
J.P. Dambhof
Owner

Owner

Mortgage or Lien Holder

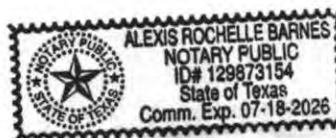
STATE OF COLORADO)
)ss
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 16 day of September 2023
by Melody Dambhof J.P. Dambhof (Owner/s).

Witness my hand and official seal.

My Commission expires: 07/18/2026

Alexis Barnes
Notary Public



Address: 4215 85th Street
Wubbock, TX 79413

STATE OF COLORADO)
)ss
COUNTY OF GUNNISON)

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: _____

Chairperson

Vice-Chairperson

Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Comment Letter to the U.S. Department

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the background information on this proposed rule and a draft letter of comment to the BLM

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:

Legally sufficient. SO 9/15/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 9/15/2023

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/15/2023

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 9/19/2023



**Bureau of Land Management
Proposed Fluid Mineral Leases and Leasing Process Rule (aka Oil and Gas Leasing Rule)
Fact Sheet**

Background: The BLM was required to review and reconsider the agencies oil and gas permitting and leasing practices under President Biden’s executive order 14008 signed when he first came into office. The BLM completed its review in November 2021 and issued a report. In November 2021 and October 2022, Congress passed and the President signed into law the bipartisan Infrastructure, Investment and Jobs Act (IIJA), and the Inflation Reduction Act (IRA), respectively. The two laws required the BLM to implement changes to oil and gas operations and leasing. Over the last several years, the BLM was also the subject of several Government Accountability Office (GAO) and Department of Interior Office of Inspector General (OIG) reports and recommendations for reform. The BLM’s proposed rule includes specific reforms required by the IIJA and IRA, and recommendations from the November 2021 Report on the Federal Oil and Gas Leasing Program (2021 Report) and GAO and OIG reports that:

- Require operators to cap shut-in well that are no longer producing;
- Raise the royalties paid to the federal government from 12.5% to 16.67%;
- Significantly increase the annual per-acre cost of an oil & gas lease from \$2 per acre to \$10 per acre;
- Eliminate non-competitive leasing practices that allow energy firms to gobble up development rights for a pittance.
- Ends last-day applications by energy firms seeking to suspend a lease expiration;
- Reforms and raises bonding requirements (which are better but still too low);

These reforms are all long overdue and Congress and the BLM deserve credit for making them finally happen.

The 2021 Report also recommended avoiding nomination or leasing of low potential lands for oil and gas extraction, and instead focusing on areas that have moderate or high potential for oil and gas resources and which are in proximity to existing oil and gas infrastructure. In November 2022 the BLM issued a policy guidance in Instructional Memo 2023-007, *Evaluating Competitive Oil and Gas Lease Sale Parcels for Future Lease Sales*, based on preference categories. With this proposed rule, the BLM seeks to codify these preference categories.

Preference categories:

1. **Proximity to existing oil and gas development, giving preference to lands upon which a prudent operator would seek to expand existing operations;**
2. The presence of important fish and wildlife habitats or connectivity areas, giving preference to lands that would not impair the proper functioning of such habitats or corridors;
3. The presence of historic properties, sacred sites, and other high value cultural resources, giving preference to lands that do not contribute to the cultural significance of such resources;
4. The presence of recreation and other important uses or resources, giving preference to lands that do not contribute to the value of such uses or resources; and
5. **Potential for development, giving preference to lands with high potential for development.**

The rule currently does not provide standards for applying the preferences when multiple preferences exist within the same location, guardrails or denial criteria to account for local circumstances, climate impacts, climate goals, local warming, or lands with higher values than oil and gas extraction.

Impact of Rule: The preferences to lease lands with high development potential for oil and gas extraction and proximity to existing oil and gas infrastructure will concentrate development and intensify sacrifice zones. Communities like the North Fork Valley, and upper and western Delta County that are designated high development potential for oil and gas, will become targets for new leasing. The climate and ecological crisis is upon us, and drafting a rule that gives preference to leasing lands with high development potential, without any guardrails or denial criteria, is irresponsible land use planning.

Submit your written comments no later than September 22

Comments may be submitted in the following ways:

- Federal eRulemaking Portal: <https://www.regulations.gov/document/BLM-2023-0005-0001>
- Mail to: U.S. Department of the Interior, Director (630), Bureau of Land Management, 1849 C St. NW, Room 5646, Washington, DC 20240, Attention: 1004–AE80.



Gunnison County Board of County Commissioners

Phone: (970) 641-0248 | Fax: (970) 641-3061

Email: bocc@gunnisoncounty.org

Website: www.GunnisonCounty.org

September 15, 2023

U.S. Department of the Interior, Director (630),
Bureau of Land Management,
1849 C St. NW, Room 5646,
Washington, DC 20240

Via: <https://www.regulations.gov/document/BLM-2023-0005-0001>

RE: **Proposed Fluid Mineral Leases and Leasing Process Rule (1004–AE80)**

Dear Director Tracy Stone-Manning,

Gunnison County respectfully submits these comments on the Proposed Fluid Mineral Leases and Leasing Process Rule (1004–AE80). Gunnison County has long been a proponent of stronger oil and gas regulations and commends the Bureau of Land Management (BLM) for addressing long overdue fiscal reforms and important conservation goals with this proposed rule, including increased bonding, royalty rates, and minimum competitive lease bid prices, the elimination of non-competitive lease sales, and the end of 11th hour lease suspension applications. Speculative leasing is an issue we have long been concerned with and why the County supports the Thompson Divide Administrative Withdrawal.

Much of the lands within the Thompson Divide Administrative Withdrawal boundary are considered high development potential for oil and gas. We are pleased to see preferences in the rule for not leasing lands with important fish and wildlife habitats or connectivity areas, historic properties, sacred sites, and other high value leasing lands, and lands with recreation and other important uses or resources. We are however troubled and concerned by the preference for lands with high development potential for oil and gas and proximate to existing oil and gas infrastructure, without any guardrails for ensuring development doesn't take place in these areas, where development is nonetheless inappropriate. The Thompson Divide Administrative Withdrawal will protect many of these lands from oil and gas leasing, yet until the Withdrawal is completed, these lands remain at risk, and even more so under the proposed rule.

As a county, we understand the value of clustered development, and preventing industrial development sprawl. However, good land use planning and codes have constraints upon them that provide clear guidance for when development is inappropriate. That is missing from this proposed rule.

The rule currently does not provide standards for applying the preferences when multiple preferences exist within the same location, nor does it provide explicit thresholds or criteria for when development is inappropriate and lands should not be eligible for leasing. We are concerned that as drafted, this proposed rule serves as a master leasing rule that will target critical areas in Gunnison County for new leasing and concentrate development that will adversely impact the watersheds, airsheds and unparalleled recreational values.

Importantly we note that, while the rule states that leasing decisions must be made in accordance with BLM's multiple use mandate, and requirement to prevent permanent impairment, unnecessary or undue degradation of the lands and their resources, under the Federal Land Policy and Management Act, the rule does not define prevention of "permanent impairment, undue and unnecessary degradation" of lands. Therefore, the rule could be used to limit the BLM's discretion in making good land use decisions.

We also understand that BLM is operating under a challenging environment due to the Inflation Reduction Act's mandatory leasing requirement which ties new oil and gas leasing to approval of renewable energy right of ways.

To address these concerns, we recommend amending the rule to include common sense guardrails and eligibility criteria, such as local economic circumstances, climate impacts, climate goals, local warming, or lands with higher ecological, water and recreational values than oil and gas extraction. For example, lands would not be eligible for leasing if:

- the recreation, agricultural, environmental, ecological, or water resources value of the lands is greater than oil and gas extraction.
- Oil and gas development threatens a local government's water resources, which include direct and indirect impacts;
- the lands are in a location that have warmed 1.5 degrees Celsius or more;
- the lands have experienced severe or extreme drought for the last 5 years;
- the lands are located in a geologic hazard area and the development has the potential to induce seismicity and activate landslides;
- the infrastructure leading to the lands, including roads and bridges, are vulnerable to collapse due to extreme weather; and
- freshwater taken from the watershed for oil and gas development cannot be returned to the hydrological cycle.

Gunnison County is concerned about the impacts of climate change on county lands and watersheds. The County is doing its part to reduce emissions and transition to renewable energy. We are concerned that what appears to be a master leasing rule, without guardrails will negatively impact the County's goals.

Please consider that the above stated good land use planning guardrails are necessary and reasonable to balance competing interests and effectively plan for current and future water, ecological, and climate stresses. Thank you for considering Gunnison County's concerns and suggestions for improvement of the rule.

Respectfully,

Jonathan Houck, *Commissioner*

Liz Smith, *Commissioner*

Laura Puckett Daniels, *Commissioner*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Funding Request; Marble Jailhouse project

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review: 1) a brief summary the needs, and the amounts required for the historical jailhouse project, and 2) an email which gives a brief history of the project since 2016.

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: 9/14/2023

County Attorney Review:

☐ Required

☒ Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/15/2023

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 10

Agenda Date: 9/19/2023

Melanie Bollig

Subject: FW: MARBLE JAILHOUSE Town of Marble Formal ask for use of discretionary funds
Attachments: Marble Jailhouse BOCC Finacial Ask.docx

From: Emma Bielski <emmabielski@gmail.com>

Sent: Friday, September 1, 2023 11:12 AM

To: Matthew Birnie <MBirnie@gunnisoncounty.org>; Jonathan Houck <JHouck@gunnisoncounty.org>;
lpuckettDaniels@gunnisoncounty.org; lsmith@gunnisoncounty.org

Subject: MARBLE JAILHOUSE Town of Marble Formal ask for use of discretionary funds

[EXTERNAL SENDER - USE CAUTION]

Greetings Gunnison BOCC and staff,

Thank you all for making the long trek over to our neck of the woods, it was great to connect and review all the things. a HUGE THANK YOU for your financial support and ability to review this formal ask at your september meeting, we greatly appreciate the support as our historic structures are of great value to our town and county. A brief history of the jailhouse project

2016 - added to state, national, and county registrars of historic places

2019 - Historic Structural Assessment completed by Peak Architecture

2020 - Grant submitted to the State Historical Fund for the total project amount of \$99,000

- We did not receive the grant

2021 - Town agrees to fundraise for and complete phase one of the project

2022 - Emma has a baby

2023 - working to complete phase one tasks prior to winter setting in because the lack of a foundation puts the entire structure at high risk for irreparable damage

Please see the formal ask with line item budget attached.

Please DO NOT respond to the group, this information is for individual review only.

Thank you all again for everything you do for our communities in Gunnison County

Emma Bielski, MSW

Task A

Title

Temporarily moving the jailhouse for foundation

Description

The jailhouse will need to be moved and placed on needle beams while the construction of the foundation takes place. We received two different bids for this task. England Construction priced the needle beam lift at five thousand dollars. This will involve ground disturbance and excavation to secure the needle beams beneath the building in order to ensure the integrity of the building is maintained. The archeologist, Curtis Martin will be on site for monitoring during this time. The cost and this task includes placing and securing the building to the foundation as well.

\$ Amount

8000

Task B

Title

Foundation work

Description

The foundation will be made out of concrete, and the building will be raised to meet building code requirements with a frost depth of 36" for the foundation. Footers will be placed to frame the foundation, the stem wall will be placed on top of the footers, and pads will be used to keep to code. England Construction and Grateful Builders will work with engineers during this incredibly important phase.

\$ Amount

16000

Task C

Title

Excavation, French Drain, Finish Grade

Description

This task aligns closely with the foundation work and will take place alongside building the foundation. The whole for the foundation must be dug. The Archeologist Curtis Martin will be present for monitoring. All shrubbery immediately surrounding the building and consequently retaining moisture close to the wood planking will be removed. There is a large cottonwood stump located just south of the front entrance that also needs removed. The french drain will be installed while the footers are being built and the concrete poured. There will be an archeologist on-site during this time for monitoring. Included in this amount is the cost for the finish grade, once the building has been secured to the foundation. The finish grade will provide positive drainage away from where the foundation meets the ground. The sill logs will rest at a minimum of 8" from grade.

\$ Amount

13000

\$ Amount Total

37000

Funds Received

\$10,000 – GOCO via AVLT Children's Park Beatification Project

\$5,000 – Town of Marble

\$3,000 – Red Stone Quarry's

\$378.00 – Go Fund Me

Total: \$18,378