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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, August 6, 2024**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:30 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 #03-11784; Birdsey Enterprises LLC dba Taylor Park Marina; 6/11/2024 to 6/11/2025
    2. Alcohol Beverage License #03-20000; Red White & Booze LLC dba Red Mountain Liquors; 10/22/2024 to 10/22/2025
    3. Alcohol Beverage License #03-01981; Amie Mountain Lodge LLC dba Inn at Arrowhead; 10/15/2024 to 10/15/2025

- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:35 am

- Call to Order; Agenda Review

- Minutes Approval

    1. July 16, 2024 Regular Meeting

- Scheduling

- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Grant Agreement; Community Foundation of the Gunnison Valley; Juvenile Services; 7/1/2024 to 4/30/2025; $2,500
    2. Agreement Regarding Assignment of Ground Lease Agreement; Danny Daniel; Gunnison-Crested Butte Regional Airport; 7/10/2026
    3. Grant Award; Help America Vote Act Election Security Grant; Gunnison Clerk and Recorder; 12/21/2024; $17,893.28
    4. Letter of Acknowledgment; Coronavirus State and Local Fiscal Recovery Funds Equipment Maintenance and Disposition; 24 IBEH 182014; Health and Human Services; 5/29/2023 to 6/30/2025; $7472.30
    5. Ratification of County Manager's Signature; New National Opioid Settlement; Kroger; 8/12/2024
    6. Resolution; A Resolution Authorizing Notice of Hearing to Petitioners for Abatement or Refund of Taxes by Email or Facsimile
    7. Acknowledgement of County Manager's Signature; Lease Agreement; Banx LLC; Facilities; 8/1/2024 to 7/31/2025; $14,808
    8. Acknowledgement of County Manager's Signature; Professional Services Agreement; Black Dragon Development; Facilities; 7/31/2024 to 12/31/2024; $66,000
    9. Parent Possible TGYS-PAT Site Contract; CMS# 24 IHFA 183061, Amendment No 25 IHFA 190681; Health and Human Services; 7/1/2024 to 6/30/2025; $27,500

8:40 am

- County Manager'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.*

1. Delegation Approval to County Manager; 3-08-0030-065-2024 Grant Agreement; 10/01/2023 to 12/31/2024; $168,638

8:45 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2023; R072130; Parcel No. 2919-000-00-101; Tract 6, Ragged Mountain Reserve Subdivision; Travis and Melissa Rummel

9:00 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2021 & 2022; R071359; Parcel No. 3177-261-65-001; Lot 2, Marcellina Centre Subdivision; Ionic Rep 6 LLC

9:15 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2023; R003126; Parcel No. 3255-031-33-005; Lots 13-16, Block 18, Crested Butte; Donn and Linda Fletcher

9:30 am

- Snow Trackers Grooming Permit Renewal & Waiver for Minimum Liability Insurance

9:35 am

- A Resolution Adopting Policy 1.2.11.2.4, Records Retention Schedules – Clerk & Recorder

9:40 am

- Boundary Line Adjustment; LUC-24-00029; Oxbow Mining LLC, Mountain Coal Company LLC

9:45 am

- Lot Cluster; LUC-24-00022; Lalani

9:50 am

- Application to Amend; Gold Basin Industrial Park Special Area Regulations; H&H Towing

10:00 am

- Executive session pursuant to C.R.S. § 24-6-402(4), personnel matters related to the Deputy County Attorney, and pursuant to C.R.S. 24-6-402(4)(e)(I), for determining negotiation positions relative to personnel matters related to the Deputy County Attorney

10:15 am

- Executive Session Pursuant to Colo. Rev. Stat. § 24-6-402(4)(b): Conference with the County Attorney or Deputy County Attorney to receive legal advice in relation to Lake Irwin Coalition, Inc. v. Smith, 2017CV30060 (D. Colo.)
- 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

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.*

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/89798905619
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-11784; Birdsey Enterp

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Change on LLC dropping one brother and adding wife name to business

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 7/24/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/24/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/31/2024

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 8/6/2024

Revised April 2015

Gunnison County
COLORADO

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 #03-11784

To sell Malt, Vinous and Spirituous Retail Liquor Store in the County of Gunnison, Colorado.

BIRDSEY ENTERPRISES LLC DBA TAYLOR PARK MARINA
21700 COUNTY ROAD 742
ALMONT, COLORADO 81210

Fee $100.00

Effective Dates: 06.11.2024 – 06.11.2025

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 7-24-2024

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

BIRDSEY ENTERPRISES LLC
dba TAYLOR PARK MARINA
21700 CR 742
Almont CO 81210

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-11784	**June 11, 2025**
License Type: **RETAIL 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. 3/26/2024

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

21

Do Not Write In This Space

received 4-26-2024

DR 8177 (06/10/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Report of Changes Corporation, Limited Liability Company and Partnership Liquor and Fermented Malt Beverage Licenses

☒ **LLC/Partnership**
☐ **Corporation** **See Instructions and Fee Schedule on Page 2**

1. Corporate/LLC Partnership Name	2. State Tax Account Number	3. State Liquor License Number
Birdsey Enterprises LLC	32958243	#03-11784

4. Trade Name	5. Telephone Number
Taylor Park Marina	(970) 641-2922

6. Address of Licensed Premises	City	State	ZIP
21701 CR 742	Almont	CO	81210
7. Mailing Address if different than above	**City**	**State**	**ZIP**
P.O. Box 766	Parachute	CO	81635

8. LIST ALL officers, directors (corporation) or Managing Members (LLC) or General Partner(s). Each officer, Director, Managing Member or Partner MUST FILL OUT a DR 8404-I (Individual History Record).

Position Held	Names	Home Address	DOB	Replaces
Manager	Birdsey, Rory, J	149 East 2nd, Parachute, CO 81635	05/15/85	Ryan Birdsey
Manager	Birdsey, Jamie, B	149 East 2nd, Parachute, CO 81635	05/14/82	Ryan Birdsey

9. LIST ALL 10% (or more) Stockholders or 10% (or more) Members or 10% (or more) Limited Partners. Each person listed Must Fill out a DR 8404-I (Individual History Record)

Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Home Address	DOB	Replaces
Birdsey, Rory, J	50	149 East 2nd, Parachute, CO 81635	05/15/85	Ryan Birdsey
Birdsey, Jamie, B	50	149 East 2nd Parchute, CO 81635	05/14/82	Ryan Birdsey

10. Registered Agent	Address For Service
Rory Birdsey	21701 CR742, Almont CO 81210

Oath of Application

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.

11. Authorized Signature	Title	Date
	Managing Member owner	4-26-24

Report of Local Licensing Authority

The foregoing changes have been received and examined by the Local Licensing Authority.

12. Local Licensing Authority For		
Gunnison County		☒ County ☐ Town/City
Signature	Title	Date
	County Clerk	4-26-24
Attest		Date
		4-26-24

Do Not Write In This Space – For Department of Revenue Use Only

Liability Information

License Account Number	Period	Cash Fund	Total

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-20000; Red White & Bo

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, Gunnison County Clerk

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

Summary:

Red White & Booze LLC liquor License renewal

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 7/24/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/24/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/31/2024

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 8/6/2024

Revised April 2015

Gunnison County
COLORADO

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 #03-20000
to sell/serve malt, vinous, spirituous liquor for (off the)-premises consumption in the County of Gunnison, Colorado.

RED WHITE & BOOZE LLC
DBA RED MOUNTAIN LIQUORS
81 GILLASPEY
CRESTED BUTTE, COLORADO 81224

Fee $100.00

Effective Dates: 10.22.2024 – 10.22.2025

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 Semillion
Gunnison County Clerk Date

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

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

RED WHITE & BOOZE LLC
dba RED MOUNTAIN LIQUOR
81 GILLASPEY AVENUE
Crested Butte CO 81224

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-20000	**October 22, 2025**
License Type: **RETAIL 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. 7/23/2024 AWT

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

APPLICANT ID: 813170

1496

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

RECEIVED
JUL 15 2024
LIQ. ENF. DIVISION

Submit to Local Licensing Authority

RED MOUNTAIN LIQUOR
25 FLOYD AVENUE
Crested Butte CO 81224

JUL 16 2024

Fees Due	
Annual Renewal Application Fee ($125 Effective July 1, 2023 - June 30, 2024 and $250.00 for application **received by LED** on or after July 1st, 2024)	$
Renewal Fee	437.50
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	$437.50

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.

Note that the Division will not accept cash.

☒ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name
RED WHITE & BOOZE LLC

Doing Business As Name (DBA)
RED MOUNTAIN LIQUOR

Liquor License Number
03-20000

License Type
Retail Liquor Store (county)

Sales Tax License Number
20231742617

Expiration Date
10/22/2024

Due Date
09/07/2024

Business Address

Street Address
81 GILLASPEY AVENUE

Phone Number
9703491472

City, State, ZIP Code
Crested Butte CO 81224

Mailing Address

Street Address
25 FLOYD AVENUE

City, State, ZIP Code
Crested Butte CO 81224

Email
hartigansarah@yahoo.com

Operating Manager
Sean Hartigan

Date of Birth
4-6-70

APPLICANT ID: 813170

Home Address

Street Address: 25 Floyd Ave

Phone Number: 970-349-2833

City: Crested Butte

State: CO

ZIP Code: 81224

1. Do you have legal possession of the premises at the street address? ..... (●) Yes ( ) No

   Are the premises owned or rented? (●) Owned ( ) Rented*

   *If rented, expiration date of lease

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? ..... ( ) Yes (●) No

   If yes, please see the table in the upper right hand corner and include all fees due.

2. Are you renewing a takeout and/or delivery permit? ..... ( ) Yes (●) No

   (**Note:** must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

   If selecting 'Yes', an additional $11.00 is required to renew the permit.

   If so, which are you renewing? ..... ( ) Delivery ( ) Takeout ( ) Both Takeout and Delivery

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

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

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? ..... ( ) Yes (●) No

   If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members or general partners are materially interested.

1. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? ..... ○ Yes ● No

   If yes, attach a detailed explanation.

2. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? ..... ○ Yes ● No

   If yes, attach a detailed explanation.

3. Does the applicant or any of its agents, owners, managers, partners or lenders (~~other than licensed financial~~ institutions) ~~have a direct or indirect interest in~~ any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? ..... ○ Yes ● No

   If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Sarah Beck Hartigan

Title

Owner

Signature

Date (MM/DD/YY)

07/08/2024

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Gunnison County

Title

County Clerk

Attest

Signature

Date (MM/DD/YY)

7-16-24

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-01981; Amie Mountain

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, Gunnison County Clerk

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

Summary:

Liquor License renewal for Amie Mountain Lodge 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 7/24/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/24/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/31/2024

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 8/6/2024

Revised April 2015

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET

GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-01981

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

AMIE MOUNTAIN LODGE LLC DBA INN AT ARROWHEAD

21401 ALPINE PLATEAU

CIMARRON, COLORADO 81220

Fee $100.00

Effective Dates: 10.15.2024 – 10.15.2025

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

Gunnison County Clerk Date

Kathy Simillion

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

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

AMIE MOUNTAIN LODGE LLC
dba INN AT ARROWHEAD
21401 ALPINE PLATEAU
Cimarron CO 81220

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-01981	**October 15, 2025**
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. 7/24/2024 JS

Michelle Stone-Principato, Division Director

Heidi Humphreys, Executive Director

APPLICANT ID: 260632

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

JUL 12 2024

Submit to Local Licensing Authority

INN AT ARROWHEAD
21401 ALPINE PLATEAU
Cimarron CO 81220

Fees Due	
Annual Renewal Application Fee ($125 Effective July 1, 2023 - June 30, 2024 and $250.00 for application **received by LED** on or after July 1st, 2024)	$
Renewal Fee	625.00
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	$ 625

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

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☑ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name
AMIE MOUNTAIN LODGE LLC

Doing Business As Name (DBA)
INN AT ARROWHEAD

Liquor License Number
03-01981

License Type
Hotel & Restaurant (county)

Sales Tax License Number
30119387

Expiration Date
10/15/2024

Due Date
08/31/2024

Business Address

Street Address
21401 ALPINE PLATEAU

Phone Number
9708628206

City, State, ZIP Code
Cimarron CO 81220

Mailing Address

Street Address
21401 ALPINE PLATEAU

City, State, ZIP Code
Cimarron CO 81220

Email
AdminCarrowheadMountainLodge.com

Operating Manager
Jessica Amie

Date of Birth
05/19/1980

1. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? ..... ○ Yes ⊗ No

   If yes, attach a detailed explanation.

2. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? ..... ○ Yes ⊗ No

   If yes, attach a detailed explanation.

3. Does the applicant or any of its agents, owners, managers, partners or lenders ~~(other than licensed financial institutions) have a direct or indirect interest in~~ any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? ..... ○ Yes ⊗ No

   If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Jessica Amie

Title

OWNER

Signature

Jessica Amie

Date (MM/DD/YY)

07/08/24

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Gunnison County

Title

Gunnison County Clerk

Attest

Michael Martinez

Signature

Kathy Semmelroth

Date (MM/DD/YY)

7-12-24

APPLICANT ID: 260632

Home Address

Street Address		Phone Number
606 Snowshoe LN		970 443-7465
City	**State**	**ZIP Code**
Cimarron	CO	81220

1. Do you have legal possession of the premises at the street address? ..... ☒ Yes ○ No

   Are the premises owned or rented? ☒ Owned ○ Rented*

   *If rented, expiration date of lease

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? ..... ○ Yes ☒ No

   If yes, please see the table in the upper right hand corner and include all fees due.

2. Are you renewing a takeout and/or delivery permit? ..... ○ Yes ☒ No

   (**Note:** must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

   If selecting 'Yes', an additional $11.00 is required to renew the permit.

   If so, which are you renewing? ..... ○ Delivery ○ Takeout ○ Both Takeout and Delivery

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

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

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? ..... ○ Yes ☒ No

   If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

APPLICANT ID: 260632

Name (Individual/Business)

Amie Mountain Lodge LLC

Social Security Number/Tax Identification Number	Home Phone Number	Business/Work Phone Number
46-3279945	970 443-7465	970 862 8206

Street Address

21401 Alpine Plateau Rd.

City	State	ZIP Code
Cimarron	CO	81220

Printed name of person signing on behalf of the Applicant/Licensee

Jessica Amie

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

Jessica Amie 7/8/24

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 7/16/24

Action Requested:

Parties to the Agreement:

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

Summary:

Draft BOCC Minutes; 7/16/24

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/2/2024

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

Agenda Date: 8/6/2024

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
July 16, 2024

The July 16, 2024 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Elizabeth Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner
Matt Hoyt, County Attorney
Matthew Birnie, County Manager
Holly Perry, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Commissioner Houck called the meeting to order at 8:33 am.

CONSENT AGENDA: **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to approve the consent agenda. Motion carried unanimously.

1. Alcohol Beverage License #26-34997-0000; Tre Amici Corp dba Garlic Mike's; 9/14/2024 to 9/14/2025

ADJOURN: Commissioner Houck adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:34 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Commissioner Houck called the meeting to order at 8:34 am.

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

MINUTES APPROVAL: **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to approve the minutes as amended. Motion carried unanimously.

1. July 2, 2024 Regular Meeting
    - Before commissioner items, during unscheduled public comment, "in regard to the first refusal for opportunity to purchase" needs to be included after "a different place than in 2021".
    - For Commissioner Smith item #3 peer support needs to be included with the nursing program. United Way Mesa County needs to be described as the one who manages the Southwest Colorado Opioid Regional Council's grants.
    - For Commissioner Smith item #5 she wants it titled the same as Commissioner Houck which is Administrative Withdrawal Celebration.
    - Under the Letter of Support, Wild and Scenic's full name is Crystal River Wild and Scenic and Other Alternatives Feasibility Collaborative Steering Committee.
    - Under Commissioner Houck item #4 he clarified he was frustrated with the lack of Federal infrastructure money to support the bridge, not the package itself.
    - Under Commissioner Houck item #7 he attended on behalf of the County Commissioners.

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

CONSENT AGENDA: **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the consent agenda as presented. Motion carried unanimously.

1. Grant Application; Community Resource Navigation and Prenatal Support Program; Health and Human Services; $75,000
2. Funding Request; Energy Outreach Colorado; Health and Human Services; $19,350
3. Option Letter #2; Contract No 2024*0436; Health and Human Services; 7/1/2024 to 6/30/2025; $31,000
4. OAA-SYS Contract; Region 10; Health and Human Services; 7/1/2024 to 6/20/2025; $28,350
5. Revision #1 to Amendment #2; Jviation Project 10019123; $457,072.28
6. Grant Agreement; Community Foundation of the Gunnison Valley; Health and Human Services; 7/1/2024 to 4/30/2025; $3,200
7. Funding Application; Cycle 24-11 EIAF Tier I/Tier II and Special Initiatives; More Housing Now & Land Use Initiative; Facilities; $2,000,000
8. Charter Operator Operating Agreement and Lease of Airport Facilities; Delux Public Charter, LLC dba JSX; 6/1/2024 to 5/31/2025
9. Ratification; Gunnison Valley Journal; BOCC Discretionary Funds; $1,500

DRAFT

VOUCHERS AND TRANSFERS APPROVAL: Chief Financial Officer Perry Solheim presented the voucher approval report dated June 18, 2024 and the cash transfer authorization dated June 2024 for discussion and approval. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to approve the voucher in the amount of $4,547,385.58. Motion carried unanimously. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the cash transfer in the amount of $6,962,359.29. Motion carried unanimously.

TREASURER'S MONTHLY REPORT: Commissioner Houck presented the June 2024 Treasurer's report, an investment report dated June 30, 2024 and a quarterly interest report dated April through June 2024 for discussion and acceptance in County Treasurer Debbie Dunbar's absence. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to accept the Treasurer's report and authorize the Chair's signature. Motion carried unanimously.

COUNTY MANAGER'S REPORTS:

1. Fire at Landfill – CM Birnie reported there was a fire at the landfill last night that eight folks responded to and were replaced by five or six different folk this morning, as well as the fire department who left by midnight. The fire is contained and is currently being monitored. CM Birnie stated the cause is unknown.
2. Sawtooth – CM Birnie relayed the first boxes from Fading West are expected to be showing up at the fairgrounds starting yesterday, and they will be setting those the first week of August.

HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEARS 2021 & 2022; R003087; PARCEL NO. 3255-031-30-005; PART OF LOTS 9-12, BLOCK 9, CRESTED BUTTE; HARRY A. MILLER IV Appraiser III Bob Blackett and Mills Ford were present for discussion.

Appraiser Blackett started off by noting the value on the cover sheet is incorrect and the correct value is $1,133,840 for 2021 and 2022 for this property. He provided samples from his mass appraisal analysis to communicate the results. The current square foot value for the property is $405 per square foot. Commissioner Smith inquired on how the assessor's office considers the repairs and how it is evaluated to which Appraiser Blackett responded that the foundation issues were brought to attention in 2019 and there has been a 25% reduction to its value based on that foundation. He also relayed that adjustment from 2019 is still on the account and the value calculated still includes that reduction. They are not sure if the foundation has been repaired.

Mr. Ford reported that he is speaking on behalf of Mr. Harry Miller and is a certified General Appraiser and has been in practice since 1979. He relayed a counter proposal to reduce the price by $160,000 which would be the cost of the foundation repairs provided by the engineering report. He also relayed that the repairs have not been undertaken yet. Mr. Ford gave five examples of other properties with an across-the-board adjustment of negative $160,000 and found the values to be between $852,439 and $997,091. He then estimated $920,000 as a reasonable estimate for June 2020 value of the subject's property. Commissioner Smith commented that the assessors had the reduction done in 2018 for the foundation issues so she asked how he interpreted the way that figure has evolved. Mr. Ford explained that if there is a property that has unresolved issues, you throw away the assessed value for the last cycle and appraise the property a of its current date cycle because the repairs have not been made. Commissioner Smith elaborated that from the assessor's presentation, that they have assumed the foundation was not resolved and the square footage prices sufficiently account for the foundation issue.

Commissioner Puckett Daniels confirmed with Appraiser Blackett the 2018 sale was included in the assessment value on June 30, 2020. Appraiser Blackett commented that Mr. Ford used the 2023 land values which are not looked at for 2021 and 2022 whereas all the examples he provided with his analysis were the same size at .144 acres and had a land value of $355,660. Mr. Ford elaborated he took a step further than the assessors and adjusted based on property amenity differences. Appraiser Blackett then asked Mr. Ford for clarification of the capacity is acting as during this hearing and Mr. Ford responded that he is acting as the petitioner's agent and had supplied his own appraisal.

Commissioner Houck noted he looked at the path of evaluation from the Assessor's Office and listened to Mr. Ford's presentation as well as reading his materials given, however, he does not find a compelling argument to change the outcome derived from the Assessor's Office. Commissioner Smith agreed with Commissioner Houck and noted that it seems clear the foundation issues were accounted for relative to the other properties. Commissioner Puckett Daniels echoes what was said by Commissioner Smith. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to deny the request for abatement for application R003087. Motion carried unanimously.

HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEARS 2023; R041538; PARCEL NO. 3177-234-28-001; UNIT 1, SPELLBOUND CONDOMINIUMS, MT. CRESTED BUTTE; COLORADO EQUITY PARTNERS LLC Co-Deputy Assessor Appraisal Alexandra Cohen and Marshall Kenderdine were present for discussion.

Co-Deputy Assessor Cohen relayed that the subject's property is a duplex condominium building, meaning there are two units in the building. She noted that most condo units in the area are multi-unit buildings,

and they didn't have any sales of duplex units, so her examples are multi-unit sales. It was stated that all the examples are better in some ways and inferior to others compared to the subject's property but are fairly similar. Co-Deputy Assessor Cohen also said that in the time adjusted sales, the prices of the sales range from $779 to $952 a square foot with the subject's property at $759 a square foot.

Mr. Kenderdine clarified that this is a duplex, but there are four units within the Spellbound HOA. He then relayed his unit is much larger than typical and he couldn't find any that size that sold for $759 a square foot. Mr. Kenderdine then provided three examples for himself that sold in the last year that are approximately the size of the duplex for an average price of $586 per square foot. He then asked for clarification from the assessors regarding how they came up with the figure for the square footage in their report compared to his.

Commissioner Puckett Daniels asked if he was making the argument that the bigger unit is cheaper per square foot and if he knew of more information about the examples he provided besides square footage such as construction quality, building condition, proximity rating, unit view rating, or interview viewing quality. Mr. Kenderdine responded he did see two of the three refenced when he was searching for his unit, which are 1700 Hill Road, 1800 Hill Road and 70 Treasury Road, and that they are similar in terms of quality, proximity, and garage. Commissioner Puckett Daniels asked if he had any background in assessment or real estate to which he replied that it is not out of a career, but of a hobby and passion.

Co-Deputy Assessor Cohen clarified this is for 2023 and the sales they are allowed to consider are through June 30, 2022. The examples given by Mr. Kenderdine are after June 30, 2022, and are not captured in the valuation. She did relay that one unit in 17 Treasury Road sold for $783 a sq foot in April of 2022 which supports their valuation. Commissioner Puckett Daniels inquired about the process and why the 2023 sale cannot be included in a 2023 appraisal. Co-Deputy Assessor Cohen stated the appraisal date is June 30, 2022, for the year 2023 and they cannot consider anything beyond the appraisal date, but anything after that date will factor into the 2025 assessment.

Commissioner Smith commented it's difficult to see passive numbers and not see the actual comparables and the sort of analysis that has gone into it, but with the burden being on the person making the appeal, she hasn't seen evidence that would change the value from the Assessor's Office. Commissioner Puckett Daniels commented on understanding the process that the sale is after the appraisal date, and they must go with rules. Commissioner Houck agreed. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to deny the petition for abatement for R041538 based on the evidence presented this morning. Motion carried unanimously.

HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEARS 2022 & 2023; R071698; PARCEL NO. 3701-250-08-009; LOT 1, COLUMBINE MEADOWS SUBDIVISION; HECTOR VASQUEZ Appraiser III Bob Blackett was present for discussion. The petitioner was not present.

Appraiser Blackett explained the petitioner asked for the year 2022 value to be $61,000 which is already what the Assessor's Office had. He then explained that the current value on the property is $178,300 and relayed that this property sold in 2018 for $90,000 and again in June of 2021 for $109,500.

Commissioner Puckett Daniels commented that the 2022 value is the same as on file, which Appraiser Blackett confirmed that as well as the 2023 value being assessed on June 30, 2022. Appraiser Blackett then explained how time adjusted rate is plotted on the graph. Commissioner Puckett Daniels commented that it seemed fair to have the assessed value to be slightly lower than the time adjusted ratio to accommodate for variations. Commissioner Houck proceeded with a motion, but after advice from CA Hoyt, he withdrew that motion since there was no second to the original motion. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels, that on the petition for abatement or refund of taxes for property years 22 and 23 for application R071698, that we will apply the recommendations of the Assessor's Office as presented this morning for those values. Appraiser Blackett confirmed the value for 2022 to be $61,000 and the value for 2023 to be $178,300. Motion carried unanimously.

HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEARS 2023; R031244; PARCEL NO. 2919-000-00-029; TRACT 18A-2 RAGGED MOUNTAIN RESERVE SUBDIVISION; MATTHEW SMITH Appraiser III Bob Blackett was present for discussion. The petitioner was not present.

Appraiser Blackett provided six examples with his mass appraisal results that have a range of $430 to $800 per square foot.

Commissioner Smith asked for clarification on the year-round vs seasonal access with comparing his examples. Appraiser Blackett noted all examples, and the subject parcel are seasonal access. Commissioner Puckett Daniels stated the petitioner explained their property is significantly less accessible year around compared to one of the examples. Blackett confirmed the property is higher up while some examples are lower in elevation. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to deny the petition for abatement for account R031244. Motion carried unanimously.

HEARING PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEARS 2023; R009456; PARCEL NO. 3519-000-00-127; 40 ACRES IN SECTION 8, TOWNSHIP 51N RANGE 2E; MATTHEW BREIDENBAUGH & HEARING PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEARS 2023; R009457; PARCEL NO. 3519-000-00-128; 40 ACRES IN SECTION 8, TOWNSHIP 51N RANGE 2E; MATTHEW BREIDENBAUGH Appraiser III Chris Nutgrass was present for discussion. The petitioner was not present.

Appraiser Nutgrass stated R009456 and R009457 are adjacent to each other, but R009457 is a vacant lot while R009456 is a residential lot, located in Gunnison Highlands.

Appraiser Nutgrass provided four examples from the Highlands for R009457 with a determined base value of $4,000 per acre with some adjustments for views. The subject property is valued at $160,000. Commissioner Puckett Daniels asked Appraiser Nutgrass to confirm that all these properties are in the same area and are similar to the subject property as well as being seasonally accessible to which he confirmed.

Appraiser Nutgrass provided examples for property R009456 with some lower and higher quality but with similar access and amenities. He noted that example 1 is also in the Highlands but is higher quality than the subject's.

Commissioner Puckett Daniels, Commissioner Smith, and Appraiser Nutgrass discussed size, location, and access of the examples and the subject property. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to deny the petition for abatement for accounts R009456 and R009457. Motion carried unanimously.

BREAK from 10:00 to 10:10 am due to a gap in the schedule.

PRESENTATION; LICENSE FOR REAL PROPERTY; U.S. GOVERNMENT; NOAA: GUNNISON OBSERVATORY; 9/1/2024 TO 8/31/2034 Research Meteorologist Allen White and Dave Turner were present for discussion.

Mr. White stated his laboratory in Boulder is working with three others in NOAA to put together four fixed and two mobile fire weather observatories. He noted they spoke with the airport and university while in Gunnison and chose a site as their first priority. Mr. White explained that in 2020 more than 10 million acres were burned, which was the most on record. The Bipartisan Infrastructure Law (BIL) Provision 15 awarded NOAA $50,000,000 in fiscal year 2022 for observation and dissemination of infrastructure used for wildfire prediction, detection, and forecasting which included funding to build the fire weather observatories.

Mr. White explained that with this project they want to understand how the lower atmosphere interfaces with the surface and impacts moisture, heat, and momentum between the surface and lower atmosphere with the changes from day to night and season to season with 24/7 monitoring.

Mr. White discussed their motivations, and considerations for the fixed, ground-based fire weather sites as well as the different types of instrumentation they will be using with both the fixed and mobile observatories. Mr. White further explained the instrumentation by showing pictures of the equipment itself as well as sample data and analysis products. Mr. Turner noted they have been in contact with Western Colorado University to potentially do collaborative work as well as potential internships with the laboratories.

Mr. White noted anyone can have access to the data gathered. Commissioner Puckett Daniels mentioned that Upper Gunnison River Water Conservancy District and the Rocky Mountain Biological Laboratory as potential connections with additional data. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to authorize the execution of the license for real property agreement with the U.S. Government with NOAA, and I think it's important to authorize our County Manager, Matthew Birnie, to be the signatory for that, because it's kind of dealing with land stuff like that, but with the full authority of the Board. Motion carried unanimously.

CM Birnie noted there is an error in the signature block and once fixed we will send the contract along.

UNSCHEDULED PUBLIC COMMENT:

1. 4-H Students – Kaden Robbins, Dixie Sponable, and Brekken Hildreth wanted to thank the commissioners for supporting 4-H. They all shared their favorite thing about being in 4-H and the projects they have participated in. The Commissioners thanked them for being involved and participating in 4-H.

COMMISSIONER ITEMS:

Commissioner Puckett Daniels:

1. Rocky Mountain Biological Laboratory (RMBL) – Commissioner Puckett Daniels relayed all Commissioners attended a visit with the scientists there to learn about the work they are doing.

She commented it was interesting and a break from routine as well as thanking them for the work they're doing in the community and for their ability to provide job opportunities for young people.

2. Philanthropy Colorado – Commissioner Puckett Daniels stated she had a quick visit last week with someone from Philanthropy Colorado. She conveyed that they'll be bringing funders and donors to town in October, and they wish to do some housing visits. She then suggested reaching out to Assistant County Manager for Operations and Sustainability John Cattles regarding Sawtooth and to the Valley Housing Fund.
3. Cattlemen's Days – Commissioner Puckett Daniels wished to thank the 4-H and Director Hannah Cranor-Kersting at the CSU Extension.
4. Gunnison Valley Regional Housing Authority (GVRHA) – Commissioner Puckett Daniels relayed that the GVRHA has approved a strategic plan as of last week. Director Melissa LaMonica is working on work plans for her different departments.
5. Housing Needs Assessment – Commissioner Puckett Daniels stated the assessment is out in the community and it needs to be taken by the end of July. So far, they have had over 400 respondents to the survey. She then relayed the entities it has gone out with and emphasized they are willing to give out the survey to anyone interested.

Commissioner Smith:

1. Counties & Commissioners Acting Together (CCAT) – Commissioner Smith continues to work with CCAT on some interim community projects such as short-term rental policies and tax revenue questions or county revenue opportunities. She relayed that more decisions will be made at the retreat on August 15th and 16th.
2. Attorney General Office – Commissioner Smith commented they are putting together a proposal. The statewide data infrastructure is still moving forward.
3. Child Welfare Allocation Committee – Commissioner Smith stated they are beginning to dig deeper into the formulas used to determine resource distribution as well as discussing the role of prevention versus interventions.
4. Crystal River Co-chairs Group – Commissioner Smith and three other co-chairs met yesterday to discuss updates of where they are with the three subcommittees with one exploring the possibilities of wild and scenic designation and what it looks like for the Crystal River. Commissioner Smith also stated the peaking inflow stream group has made significant progress, while Zane Kessler and herself are working on the intergovernmental agreement (IGA) subcommittee. Commissioner Smith relayed that they did talk about reconvening the entire stakeholder group in October. Commissioner Smith then asked the Board to support a contract extension for one meeting with Pitkin County from their discretionary funds. She asked for between $1,000 to $1,500 to support the $5,000 extension. Commissioner Houck and Commissioner Puckett Daniels agree to support and asked Commissioner Smith to bring back a dialed in amount for approval.

Commissioner Houck:

1. Cattlemen's Days – Commissioner Houck attended and commented on the variety of it as well as being a community longstanding tradition.
2. Forest Planning – Commissioner Houck suggested a condensed version or highlights of the 900-page document to send on, but noted there wasn't anything jumping out at him that needs to be addressed immediately. CA Hoyt conveyed that the last term of United States Board issued a new opinion saying the statue limitations for challenging Federal agency action now runs from the date in which the challenger can establish they were injured by the agency action, not the day of the final decision. Commissioner Puckett Daniels asked to know what from the draft plan changed. Commissioner Houck agreed to drafting that and getting it out to them.
3. Wildlife Corridors – Commissioner Houck attended. The Bureau of Land Management (BLM) Resource Management Plan Amendment (RMPA) is going on as well.
4. HB 1177 Roundtable – Commissioner Houck attended virtually and will report with Upper Gunnison River Water Conservancy District.

ADJOURN: Commissioner Houck adjourned the meeting at 11:06 am.

_____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

DRAFT

Minutes Prepared By:

_____
Holly Perry, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

DRAFT

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from *8/2/2024 thru 9/30/2024*

Board of County Commissioners

1. **BOCC Regular Meeting**
   August 6, 2024, All Day @ BOCC Boardroom
2. **BOCC Work Session**
   August 13, 2024, All Day @ BOCC Boardroom
3. **BOCC Regular Meeting**
   August 20, 2024, All Day @ BOCC Boardroom
4. **BOCC Work Session**
   August 27, 2024, All Day @ BOCC Boardroom
5. **BOCC Regular Meeting**
   September 3, 2024, All Day @ BOCC Boardroom
6. **Mayors & Managers Meeting - Hosted by Gunnison School District**
   September 5, 2024, 12:00 PM - 1:30 PM
7. **BOCC Work Session**
   September 10, 2024, All Day @ BOCC Boardroom
8. **BOCC Regular Meeting**
   September 17, 2024, All Day @ BOCC Boardroom
9. **BOCC Work Session**
   September 24, 2024, All Day @ BOCC Boardroom

Gunnison County Organization

1. **Holiday - Labor Day - Offices Closed**
   September 2, 2024, All Day

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   August 20, 2024, All Day @ BOCC Board Room

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement; Community Foundation of the Gunni

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Gunnison Community Foundation

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

Summary:

Grant to support youth summer programming - Fridays during the summer months.

Fiscal Impact: $2,500

Submitted by: Kari Commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 7/12/2024

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

Comments:
Legally sufficient. SO 7/18/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/18/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/31/2024

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 8/6/2024

Revised April 2015

COMMUNITY FOUNDATION OF THE GUNNISON VALLEY
2024 Community Grants
GRANT AGREEMENT

GRANTEE: **Gunnison County Juvenile Services**

AMOUNT AND DURATION: $**2,500.00** over a 10-month period beginning July 1, 2024

PURPOSE: **Gunnison County Substance Abuse Prevention Project - Summer Programs**

1. Use of Grant Funds. Grant funds may be **used only for the purpose(s) referenced above.** In compliance with Executive Order 13224 of the United States' Patriot Act, this grant will not be used to support named terrorist organizations or those who may be otherwise associated with terrorists. Community Foundation of the Gunnison Valley ("CFGV") acknowledges that "support" does not include non-violent activities intended to protect or promote constitutional rights. If monies are not expended by the Grantee for the purpose and in the time period named above, CFGV may ask for their return.

2. Payment of Grant Funds. The grant funds will be paid in one installment upon receipt of this executed Agreement.

3. Certification and Maintenance of Exempt Status. You certify that you have been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501(c)(3) of the Code, and "not a private foundation," within the meaning of Code Section 509(a); or in the absence of such a determination, that you are a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B), or have a fiscal sponsor, such as the County of Gunnison or Gunnison Watershed School District (referred to hereafter as a "Public Charity"). You will immediately inform CFGV of any change in or challenge to your status as a Public Charity and any change in key leadership responsible for achieving the grant's purpose.

4. Report. You will submit a full and complete report to CFGV on the use of the grant funds, compliance with the terms of the grant, and the progress made toward achieving the goals of the grant by 11:59 p.m., April 30, 2025, using the SMApply online platform. You also agree to supply CFGV with photos suitable for use in publications and on CFGV's website and certify you have permission from any individuals in said photo to use it for publication.

5. Records. You will maintain your books and records in such a manner that the expenditures of the grant funds will be shown separately in an easily-checked format, and you will give CFGV reasonable access to files and records as it deems necessary concerning the grant. You agree to maintain such files and records for a period of at least four years after completion or termination of the project.

6. Acknowledgment of Support. All websites, program materials, manuscripts, papers, releases, exhibits or interviews prepared for scientific meetings, the public or private press, magazines, periodicals, radio, television, or other means of communication dealing with the activities or achievement of the work of the grant shall acknowledge CFGV's support. CFGV may review and approve the content of any proposed publicity prior to release.

7. Future Funding. You acknowledge that CFGV and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement. If any of the grant funds are returned or if the grant is rescinded, you acknowledge that CFGV will have no further obligation to you in connection with this grant as a result of such return or rescission. However, the foregoing is not intended to prohibit CFGV from providing you an additional grant at the termination of the grant described in this Agreement upon the submission of a new proposal, if CFGV in its sole discretion determines that an additional grant is appropriate.

8. Modification. This Agreement and the accompanying letter set forth all terms of the grant and replace all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of your organization and approved by CFGV's Board of Directors.

9. Applicable Law. This Agreement will be construed in accordance with the laws of the State of Colorado**.**

Lauren Kugler, Executive Director, CFGV Grantor	Legal or Authorized Official Title Grantee
July 1, 2024 Date	Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Agreement Regarding Assignment of Ground Lease Agr

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Michael Hicks (seller); Danny Daniel (buyer)

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

Summary:

Current hangar owner and ground lessee, Michael Hicks, wishes to reassign the remaining ground lease plus 20 year additional term to Danny Daniel

Fiscal Impact: Ground lease rent stays the same as it is now.

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 7/31/2024

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

Comments:
Legally sufficient. SO 7/30/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/30/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/31/2024

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 8/6/2024

Revised April 2015

AGREEMENT REGARDING ASSIGNMENT OF GROUND LEASE AGREEMENT

THIS AGREEMENT REGARDING ASSIGNMENT OF GROUND LEASE AGREEMENT is made and entered into as of this ___ day of _____, 2024 and is among:

Michael Hicks, Reactive Holdings Inc., ("Seller"), and

Danny Daniel; ("Buyer"), and

The Board of County Commissioners of Gunnison County, Colorado ("Gunnison County").

WHEREAS, Seller is the Lessee of a re-assigned Ground Lease dated **May 3rd, 2022,** attached hereto and incorporated herein as Exhibit "C", under a 20-year Ground Lease Agreement with Gunnison County dated **July 10 2006** for ground space and the construction and use of an aviation hangar ("Hangar") as more fully described in the Lease; attached hereto and incorporated herein as Exhibit "A", and re-assigned on **18 September 2018** attached hereto and incorporated herein as Exhibit "B" and

WHEREAS, Seller desires to sell and Buyer desires to purchase all of Seller's interests in the Hangar and to re-assign the Lease to Buyer as contemplated in Paragraph 12 of the Lease; and

WHEREAS, Gunnison County desires to approve such assignment of the Lease to Buyer contingent upon the purchase of the Hangar by Buyer; and

WHEREAS, Pursuant to Paragraph 2 of the Ground Lease Agreement dated July 10, 2006, Buyer requests to exercise the option to extend the lease beyond its original 20 year term which expires on July 10, 2026 for the additional 20 year term to now expire on July 10, 2046 and Gunnison County hereby approves and grants Buyer's request for the 20 year extension of the original term.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, the parties hereto agree:

1. Approval By Gunnison County. The Assignment of the Lease from Seller to Buyer is hereby approved by Gunnison County, expressly contingent upon the purchase of the Hangar by Buyer and such purchase is completed by September 30th, 2024 or such approval of assignment of lease shall be null and void.

2. Notices To Buyer. All notices to Buyer pursuant to the Lease shall be addressed to the following individuals at the following addresses:

Danny Daniel

3311 Emory Oak Drive
Bryan, Texas 77807
Email: ddaniel@danielstarklaw.com

3. Lease Remains In Full Force And Effect. Unless expressly modified herein, all provisions of the Lease remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above set forth.

SELLER
Michael Hicks

Name, Title

STATE OF ~~COLORADO~~ Arkansas)
)
COUNTY OF ~~GUNNISON~~ Sebastian)

The foregoing Agreement Regarding Assignment of Ground Lease Agreement was acknowledged before me this 24 day of July, 2024, by.

Witness my hand and official seal.
My commission expires: 2/5/2034

Teresa K Elmore
Notary Public

TERESA K. ELMORE
COMM. EXP. 2-5-2034
No. 00000335
SEBASTIAN COUNTY
NOTARY PUBLIC - ARKANSAS

BUYER
Danny Daniel

Buyer
Name, Title

STATE OF ~~COLORADO~~ TEXAS)
COUNTY OF ~~GUNNISON~~ BRAZOS)

The foregoing Agreement Regarding Assignment of Ground Lease Agreement was acknowledged before me this 24th day of July, 2024, by

Witness my hand and official seal.
My commission expires:

ANTONELLA OCHOA LOPEZ
Notary Public, State of Texas
Comm. Expires 02-25-2026
Notary ID 133612802

Antonella Ochoa
Notary Public

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

EXHIBIT "A"

EXHIBIT "B"

EXHIBIT "C"

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT is made and entered into effective July 10, 2006, by and between Gunnison County, Gunnison Colorado, ("Gunnison" or "Lessor"), and Douglas T. and Julee C. Nelson ("Lessee").

RECITALS

WHEREAS, Lessor owns and operates the Gunnison/Crested Butte Regional Airport ("Airport") in Gunnison County, Colorado; and

WHEREAS, Lessee desires to lease from Lessor certain land located at the Airport;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Grant of Lease. Lessor hereby leases (the "Lease") to Lessee, its heirs, successors and assigns, that certain land located at the Airport and identified on Exhibit A attached hereto and integrated herein and more particularly described on Exhibit B attached hereto and incorporated herein (the "Premises"). The Lease shall include all rights normally incident to the use and enjoyment of the Premises for the intended purpose, including the right to enter upon Airport Premises to access the Premises during the normal hours of operation at the Gunnison/Crested Butte Airport. In addition, subject to the provisions hereof, Lessee shall be entitled to use all other existing and future Airport facilities on the same basis as such facilities are made available to private aviation generally. The Premises shall be used and occupied by Lessee exclusively for the construction at the Airport of the Improvements (the "Hanger") described on Exhibit B.

2. Lease Term. The Lease pursuant to this Agreement shall commence upon mutual execution hereof by both Lessor and Lessee, beginning the date this agreement is made and entered into. The Lease shall continue for 20 years (the "Lease Term") unless sooner terminated as provided herein. So long as the Lessee is in full compliance with the terms of the Lease, and the Lessor has determined in its reasonable discretion that the Hangar is in good repair, the Lessee may extend the term of this Lease one time for an additional twenty (20) year period ("Twenty-Year Extension") that will commence, if at all, at the termination of the original Lease Term described above. This Lease will terminate automatically at the end of the original Lease Term or at the end of the Twenty-Year Extension if Lessee exercises that option. If Lessee holds over and remains in possession of the Premises with the consent of Lessor after expiration of the Lease Term or the Twenty-Year Extension, such holding over shall not be construed as a renewal of the Lease Term or any further extension of the Lessee's right to possession, but instead shall constitute a month to month Lease ("Month-to-Month Holdover") with rent payable to Lessor at 150% of the Lease rate then in effect, otherwise subject to all of the terms and conditions of this Agreement. The Month-to-Month Holdover is revocable by either party by giving notice of termination at least ten days prior to the end of any month.

3. Ground Rent. Lessee shall pay to Lessor ground rent ("Ground Rent") for use of the Premises. Ground Rent in the amount of $.26 per square foot per annum based on the floor area of the hanger to be built. Ground Rent for the first year shall be payable in advance and shall be due upon the issuance of a building permit for the Hangar and prorated from the date the building permit is issued to December 31, 2006. Subsequent annual Ground Rent shall be adjusted annually by the Denver/Boulder CPI. Ground Rent shall be due and payable, whether or not Lessee receives a bill. Ground Rent shall be prorated on a daily basis for the portion of the first calendar year that Lessee begins construction of the Premises and the Lessor shall return any prepaid rent to the Lessee for any portion of a year that the Ground Lease is not in effect. Ground Rent shall be made payable to Gunnison County and shall be delivered to the County's Finance Director at Gunnison County Courthouse, 200 E. Virginia, Gunnison, CO 81230, or such other address as the County may designate in writing from time to time. Ground Rent shall be paid annually, in one lump sum, in advance, on January 1st of the calendar year the Ground Rent is due. Lessor shall attempt to notify Lessee by December 1st of every calendar year of the Ground Rent payable January 1st of the following calendar year. Any portion of the Ground Rent not paid when due shall bear interest from the due date until paid at the rate of 15% per annum. Failure of the County to notify Lessee by December 1st, or by any other date, of the Ground Rent due on January 1st shall not waive the obligation for payment, nor shall such failure delay the due date for payment of the Ground Rent. Failure to timely pay the Ground Rent shall be a default event.

4. Inconvenience During Construction. Lessee recognizes that from time to time during the term of this Lease it may be necessary for the County to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Gunnison/Crested Butte Airport and its facilities may be suitable for volume and character of air traffic and flight activity which will require accommodation and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience Lessee in its operation at the Airport. Lessee agrees that no liability shall attach to the County, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption; provided, however, Lessor agrees to use its best efforts to perform such activities in a manner and at such times that will minimize interference with Lessee's use and enjoyment of the Premises.

5. Certain Obligations of Lessee.

(a) Construction of the Hangar. Lessee agrees to begin construction no later than the issuance date of the Building Permit and to complete the construction within 120 days after the date construction begins. In the event Lessee fails to begin and complete construction within the period specified above, the County shall have the right to terminate this lease pursuant to the provisions of paragraph 7. The Hangar described in Exhibit B, will be built at Lessee's sole expense and in accordance with the Gunnison/Crested Butte Regional Airport Northwest General Aviation Development Plan for Aeronautical Land use at the Airport, and Construction Guide at the Gunnison Crested Butte Regional Airport in accordance with the specifications described in Exhibit C attached hereto and incorporated herein. The hangar must meet ARIS standards. Any amendment to the construction specifications on Exhibit C shall require the prior written consent of Lessor which may be with held in "Lessors" reasonable discretion.

(b) Approval of Plans. Lessee covenants and agrees that prior to the preparation of detailed construction plans, specifications and architectural renderings of any such building, structure, roadway, utility line, addition or improvement and their locations, relative to the Leased Premises including location of drainage, utilities and roadways will be submitted to the County's Airport Manager for approval. Lessee's plans shall meet all requirements/limitations imposed by the Federal Aviation Administration (FAA) for the type of development proposed. Lessee covenants and agrees that prior to the installation or construction of any such building, roadway, structure, utility line, addition or improvement on the Leased Premises, it shall first submit to the County for approval, final detailed construction plans and specifications and architectural renderings prepared by registered architects and engineers, and that all construction will be in accordance with such plans and specifications and the current land use development criteria established by Gunnison County, Colorado and all requirements/limitations imposed by the FAA.

(c) As-Build Drawings. Within thirty (30) days following completion of the initial construction and any subsequent additions, alterations or improvements, Lessee shall present to the County a complete set of reproducible drawings including, but not limited to, specifications and shop drawings.

(d) Maintenance of Hangar and Premises. From and after the date construction is completed on the Hangar, Lessee shall maintain the Hangar and Premises, including the roof and structural components of the Hangar, at Lessee's sole expense in a neat, clean and safe condition and in good repair, normal wear and tear excepted. Lessee shall not make structural alterations to the Hangar and/or Premises without making application, and receiving from, the Airport Manager approval in the County's reasonable discretion for such proposed structural alteration. All alterations shall be at Lessee's sole expense. In the event Lessee fails to commence any repair or maintenance of the Hangar and/or Premises required pursuant to this Agreement within thirty (30) days after written notice from Lessor requesting the repair or maintenance in question, Lessor may undertake the specified repair or maintenance for the account of Lessee, and Lessee shall promptly reimburse Lessor's actual costs and expenses incurred in connection therewith. Lessee shall follow all local, state and federal life and fire safety and environmental and other applicable codes and regulations and minimum standards. Lessee shall notify the County of all construction, reconstruction, repair, or any work whatsoever related to the Hangar and/or Premises, the name of the contractors or subcontractors performing such work, and shall defend, indemnify and hold the County Harmless at Lessee's sole expense from any claims whatsoever concerning the Hangar and/or Premises except those caused by Lessor's negligence or willful misconduct.

(e) Use of Premises. The Lessee shall use the Hangar and Premises exclusively for the storage and protection of aircraft, aircraft parts and other activities generally carried on at aircraft hangars by the Gunnison County minimum standards. Lessee may also store personal vehicles or other miscellaneous personal items owned by the Lessee. Not withstanding anything in this Agreement to the contrary, the Lessee shall not carry on any commercial activity whatever with respect to the Hangar or Premises. The Lessee shall not use the Hangar or Premises for any activities in competition with normal fixed base operation activities conducted at the Airport by

or under concession with Lessor unless Lessee enters into a separate operating agreement with the Airport and the activity is in compliance with the Airport minimum standards. However this will not prevent the Lessee from leasing hangar space on a short term or long term basis for storage of aircraft. Lessee shall not install, operate or permit to be used at the Hangar or Premises any signs or similar advertising devises without the written approval of the Airport Manager. Additionally, Lessee shall have a fire extinguisher and any other equipment on the Hangar and Premises at all times in accordance with the appropriate life and fire safety codes.

(f) Laws and Regulations. In using the Premises, the Hangar and the Airport, Lessee shall comply with all applicable laws, regulations and rules of general applicability that may be in effect from time to time, including without limitation rules of federal, state, county and municipal governments and all applicable life, fire and safety codes. Lessee shall also fully and promptly comply with the Rules and Regulations and Minimum Standards of the Gunnison/Crested Butte Regional Airport, existing, amended or future.

(g) Utilities. Lessee shall be responsible for all utility charges, including connection fees incurred after the date hereof for utility service to the Premises. Any future utilities shall be underground, within 60 days pavement or ground disturbed in the process returned to its original condition.

(h) Insurance for Hangar and Premises. Throughout the term of the Lease, Lessee shall maintain property insurance in the amount of $40,000 covering the Hangar and Lessee's interest in the Premises and shall provide insurance protection from fire and such other casualties as Lessor may determine, which insurance shall be in the amount of the reasonably anticipated replacement costs of the Hangar. The County shall be named as an additional insured under any insurance policy issued to Lessee at Lessee's sole cost, if any. In the event of damage or destruction to the Hangar, the proceeds of such insurance shall be applied to the repairs and/or replacement, and any excess shall be payable to Lessee. In no event shall the County be obligated to repair or replace the Hangar after damage or destruction. In any event, Lessee shall be obligated to repair and replace the Hangar after damage or destruction unless the County agrees otherwise.

(i) Ownership. Lessee shall own the Hangar

(j) Construction By County. There are no facilities to be constructed by County under this Lease. All construction will be made by Lessee.

(k) Encumbrance. Lessor's interest in the Premises may not be encumbered by Lessee and shall not be subject to any mechanic's, materialmen's or similar liens with respect to Lessee's interest in the Hangar. If any such liens are asserted against Lessor's interest in the Premises, Lessee shall promptly cause the same to be removed or shall provide Lessor with adequate security therefore. Lessee shall not encumber Lessee's interest in the Premises except in accordance with the provisions of this Lease. Any encumbrance of Lessee's interest in the Hangar permitted pursuant to this Lease shall expressly exclude any interest of Lessor in the Hangar.

(l) Taxes. The Lessee shall pay all real and personal property and other taxes that are assessed against the Hangar and/or Premises.

(m) Financing.

(i) Lessee's Right to Finance. Lessee may, at any time or from time to time mortgage the leasehold estate, so long as Lessee is in compliance with all terms, conditions, and provisions of this Lease. Such right of Lessee to mortgage the Hanger leasehold estate shall be a continuing right and shall not be deemed to be exhausted by the exercise thereof on one or more occasions. Any such mortgage shall be expressly subject to the provisions of this Lease, and only with prior written notice to Lessor and only with the consent of the Lessor which Lessor will not reasonably be withheld. No mortgage shall to any extent encumber all or any portion of Lessor's fee simple interest in the Premises.

(ii) Mortgagee's General Cure Rights. Lessor, prior to terminating this Lease or exercising any other right or remedy hereunder for a default by Lessee (as defined below), shall give each holder of a deed of trust or mortgage encumbering the Hanger leasehold estate created hereby ("Leasehold Mortgagee") written notice of the pertinent default by Lessee and thirty (30) days thereafter in which to cure the same, or, if the subject default by Lessee is of such a nature that the same cannot reasonably be cured within said thirty (30) day period, then the Leasehold Mortgagee's cure period shall be extended for so long as the Leasehold Mortgagee diligently pursues the cure to completion. Furthermore, if such default requires the Leasehold Mortgagee to be in possession to affect a cure, Leasehold Mortgagee's cure period shall be extended to afford Leasehold Mortgagee time to obtain possession of the Premises. In the event this Lease is terminated in accordance with this Lease or by provision of Law, or in the event Lessor dispossesses Lessee, Lessor shall give each Leasehold Mortgagee written notice thereof within ten (10) days after the termination or dispossession. Lessor and Lessee agree that any mutual termination, cancellation or rescission of this Lease by Lessor and Lessee shall be effective only if the same is given the prior written approval of any Leasehold Mortgagee. Provided, however, Leasehold Mortgagee shall be deemed to have approved of any mutual termination, cancellation, or rescission, if Leasehold Mortgagee has failed to approve or disapprove of said termination, cancellation, or rescission within 30 of the actual receipt of notice of the parties' intent to terminate, cancel, or rescind the Lease.

(iii) New Lease. If Lessor terminates this Lease, Lessor agrees to enter into a new lease for the Premises with any Leasehold Mortgagee or its designee, for the remainder of the term of this Lease, effective as of the date of such termination at the same rent, and otherwise upon the same terms, covenants and conditions contained herein, provided that (i) such Leasehold Mortgagee shall make written request for such new lease within thirty (30) days after the date of such termination, and (ii) such mortgagee will pay or cause to be paid to Lessor within the same period as in (i) above all sums unpaid which at such time would have

been payable under this Lease but for such termination, and shall cure all defaults of Lessee under this Lease which remain uncured as of that date to the extent the same can be reasonably cured, all other non-monetary defaults being waived by Lessor, (iii) such Leasehold Mortgagee shall pay or cause to be paid to Lessor on that date all expenses, including reasonable attorney's fees, court costs, and disbursements reasonably incurred by Lessor in connection with any such default any termination as well as in connection with the execution and delivery of such new lease, and (iv) such lease shall be made without any warranty to the Leasehold Mortgagee as to rights Lessee may continue to have or assert as to the Premises. If more than one Leasehold Mortgagee shall desire to enter into such new lease under the circumstances outlined hereinabove, the Leasehold Mortgagees in the order of the priority of their mortgages (i.e., first mortgage, second mortgage) shall have the first opportunity to do so. However, irrespective of any other provisions in this Lease to the contrary, if a Leasehold Mortgagee does not exercise its right to enter into a new lease with Lessor within the time periods and in accordance with the provisions set forth hereinabove, such Leasehold Mortgagee shall not thereafter have any rights whatsoever in this Lease or in the Premises, all interest therein having reverted to Lessor as a result of the termination of this Lease.

(iv) Casualty. In case any leasehold mortgage made by Lessee shall be in force at the time of any damage to or destruction by fire or otherwise of the Hangar, then the Leasehold Mortgagee is hereby authorized, at its sole expense, to repair or restore the Hanger or to replace the hangar under the same terms and conditions of this Lease as would be applicable in the case of a repairing, restoring or replacement by Lessee. The Leasehold Mortgagee so repairing, restoring or replacing any part of said Hangar shall, subject to compliance with all the conditions contained in this section, be subrogated to the rights of Lessee to all the insurance proceeds payable as a result of the damage or destruction, and shall be entitled to have all said insurance proceeds paid out upon architect's certificates in the same manner in every respect as if said Leasehold Mortgagee were Lessee under this Lease.

(n) Security. Lessee shall have entrances and gates to the Air Operations Area and agrees to comply with the FAA regulations, 49 CFR Part 1542, as may be amended from time to time, and TSA regulations as may be amended from time to time, which requires Lessee to control and regulate any doors, openings or entrances to the Air Operations Area. Lessee shall comply with all applicable regulations required by the federal Department of Homeland Security.

6. Conditions of Use.

(a) Lessee shall not store gasoline, solvents, explosives, flammable paints, other flammables, or other hazardous materials in the Hangar or on the premises without the prior written approval of the Airport Manager. However it is recognized and understood that fuel contained in the fuel tanks of aircraft and vehicles is permitted. The parties understand that the Airport Manager is authorized by this provision to require safety containers or other safety

measures are followed by Lessee as a condition of such approval. Written approval of the Airport Manager shall not be required for the storage of less than a total of five gallons of engine oil or other engine lubricants, hydraulic fluids, and cleaning fluids necessary and incidental to the normal use of private aircraft.

(b) Lessee shall control the conduct and demeanor of its employees, guests, and invitees in and around the Hangar and Premises and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable.

(c) Lessee shall keep the Hangar and Premises clean and free of debris at all times, and Lessee shall not place any trash or debris on the airport grounds except in containers provided for trash by the Lessor.

(d) Lessee shall not use any high wattage electrical equipment, heat lamps, or machinery in or about the Hangar. Any modification to existing wiring or the installation of additional outlets or fixtures must be in compliance with current codes. Any device the use of which requires modification to the capacity of the existing electrical system shall be deemed to be high wattage.

(e) Lessee shall not attach any hoisting or holding mechanism to any part of the Hangar or Premises or pass any mechanism over the struts or braces therein without the prior written permission of the Airport Manager, which permission shall only be granted after Lessee provides written evidence from a Colorado licensed Professional Engineer that such activity will cause no damage to the structure. For purposes of this Agreement, a hoisting or holding mechanism shall be deemed to include, but shall not be limited to, a chain-ball, block and tackle, or other hoisting or winching device. Lessee shall be responsible for any and all damage to the Hangar and Premises occasioned by such conduct, whether or not Lessee obtains the permission of the Airport Manager.

(f) Lessee shall not paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the Premises or Hangar without the prior written permission of the Airport Manager, which permission shall only be granted after Lessee provides written evidence from a Colorado licensed Professional Engineer that such activity will cause no damage to the structure.

(g) Lessee shall not park or leave Aircraft or vehicles on the taxilane or on the pavement adjacent to the Hangar door in a manner that unduly interferes with or obstructs access to adjacent Hangars. Aircraft parked for more than 30 minutes in the taxilane area shall constitute an obstruction.

(h) In utilizing the Hangar and Premises, Lessee agrees to and shall comply with all applicable ordinances, resolutions, rules regulations and minimum standards established by any federal, state or local government agency.

7. Termination. Either party shall have the right to terminate the Lease in its entirety if the other party breaches any provision of this Agreement or fails to perform any obligation hereunder and if such breach or failure continues for a period of thirty (30) days after

receipt by notice from the other party specifying the breach or failure to perform in question. In the event of a non-monetary default, if it is not possible to cure the breach within thirty (30) days, the breaching party must commence work to cure the breach within thirty (30) days of receiving notice, and must diligently pursue work to cure the breach. Failure to diligently pursue curing the breach shall be grounds for termination.

8. Certain Rights and Obligations on Termination. Upon expiration or earlier termination of this Lease, Lessor shall be deemed the owner of the Hangar and any and all alterations, additions or fixtures installed in or on the Premises by Lessee, except for those which Lessor requires to be removed at the end of the Lease term. Lessee shall remove all such alterations, additions or fixtures at the end of the Lease term unless Lessor conditioned its consent upon Lessee leaving a specified alteration, addition or fixture in or on the Hangar and or Premises, in which case Lessee shall not remove such alteration, addition or fixture. Lessee shall immediately repair any damage to the Hangar and Premises caused by such removal.

9. Inspection. County's authorized representatives shall be allowed access to the Hangar and/or Premises at all reasonable times, for the purpose of examining and inspecting the Hangar and/or Premises. Except in cases of emergency, no inspection shall be made without reasonable prior notice to the Lessee. At all times, Lessee shall provide and Lessor shall have means of access to the interior of the Hangar Lessee's Hangar Complex (i.e. Key, lock combination, etc.).

10. Ingress- Egress. Lessee, its agents and servants, patrons and invitees, and its suppliers of service and furnishers of materials shall have the right of reasonable ingress to and egress from the Hangar or Premises, subject to generally applicable rules and regulations governing use of the Airport in effect from time to time.

11. Utilities. Lessee shall have the right at its sole cost to install utility and related facilities at the Airport to provide utility services to the Hangar and shall have the right to access all utilities servicing the Airport at Lessee's expense and with Lessor's permission. Lessee shall give Lessor at least thirty days prior written notice of any proposed construction together with a construction plan showing any areas outside of interior of the Hangar that may be affected by such construction. Airport Manager shall have ten days to approve or deny the construction plan based on the anticipated disruption to the current or reasonably anticipated use of the Airport, which approval shall not be unreasonably denied. If and when a construction plan is agreed upon between the Lessee and the Airport Manager, any such construction shall be conducted in a reasonable manner and in compliance with the construction plan so as to minimize the disruption of normal Airport operations. After construction, Lessee shall restore the construction site to its condition prior to construction. In exercising its rights hereunder, Lessee agrees to avoid areas which are paved or otherwise improved, whenever possible.

12. Assignment, Subletting, Change of Ownership.

(a) Lessee may, upon prior written approval of the County, which approval shall not be unreasonably withheld, assign use of Lessee's rights and obligations arising under this Agreement if Lessee transfers its ownership in the Hangar to that same party.

(b) Lessee may sublease all of or a portion of the Hangar; provided, however, the Lessee shall be obligated to notify the Airport Manager of any sublease and of the name of the sublessee and the owner, make, model, and tail number of any aircraft stored in the hangar on a monthly or longer basis. Failure to notify the Airport Manager of all subleases, the name(s) of the sublessee(s), the owner(s), make, model, and tail number of any Aircraft stored in the hangar at any time shall constitute an event of default under this Lease. The parking of Aircraft not owned by or leased by Lessee within the Hangar shall constitute a sublease except an Aircraft titled in the name of a corporation or other entity controlled by lessee shall not constitue a sublease. Any transferee, assignee, sublessee, or any person or owner of an Aircraft stored in the Hangar shall be subject to and bound by all the provisions of this Agreement.

(c) The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Premises (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Premises (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Premises (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or in the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Lessee, (v) the reorganization, liquidation or dissolution of the Lessee. The County shall not consider a transfer by devise, descent or by operation of the law upon the death of a joint tenant as a Transfer.

13. Nondiscrimination and FAA Requirements. This Agreement involves the use of or access to space on, over or under real property acquired or improved pursuant to the Airport Development Aid Program and agreements with the Federal Aviation Administration and, therefore, involves activities that serve the public. Accordingly, Lessee agrees that (1) no person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of the Premises on the grounds of race, color, physical or mental handicap or national origin; (2) that in constructing any improvements or furnishings services at the Premises, no person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination on the grounds of race, color or national origin; and (3) that Lessee shall use Premises in compliance with all other requirements imposed by or pursuant to applicable Department of Transportation regulations. The failure to remedy any breaches of any of the above non-discrimination covenants shall constitute cause for Lessor to terminate this Agreement under the provisions of paragraph 7.

14. Non-Waiver. Failure or delay on the part of either party to complain of any action or non-action on the part of the other shall not be deemed to be a waiver of their respective rights hereunder. The consent or approval by either party to or of any action by the other requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar action. All waivers must be in writing and signed by the party against whom such waiver is sought to be enforced.

15. Notices. Notices to Lessor provided for herein shall be deemed received when actually received by the following individuals:

Airport Manager
Gunnison/Crested Butte Regional Airport
519 W. Rio Grande
Gunnison, CO 81230

and

County Manager
Gunnison County
200 E. Virginia
Gunnison, CO 81230

Notices to the Lessee will be deemed received:

(a) if personally received by the individual named below, or

(b) three days after being sent by certified mail, postage prepaid, addressed to:

Douglas and Julee Nelson
317 S. Colorado
Gunnison, Colorado 81230

or to such other addresses as the Lessee may designate in writing from time to time.

16. Paragraph Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

17. Invalid Provisions. In the event any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of such covenant, condition or provision does not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

18. Attorneys' Fees. In the event of litigation or other proceedings to enforce or interpret this Agreement, each party shall be required to pay its own fees and costs and expenses, including its own attorneys' fees, and there shall be no award of fees to the putative "prevailing party."

19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives and assigns.

20. Estoppel Certificate. At any time and from time to time either party shall execute, acknowledge and deliver to the other a written statement certifying that this Agreement is in effect without modification of the provisions hereof (or if there have been modifications, a statement thereof), and that neither party is in default hereunder (or if any such default exists, a description thereof). Any such certificate shall be delivered within ten days after request is made therefore.

21. Miscellaneous. In this Agreement, the singular shall include the plural; the singular in reference to one gender shall include the other and the neuter, as appropriate. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Any action concerning this Agreement may be brought in Gunnison County, Colorado.

22. Airport Closure – Mandatory Buyback Schedule. In the event the Lessor permanently terminates the use of the Airport for general aviation purposes with no intent to reopen the Airport for general aviation purposes, the parties agree that the Lessee shall sell and the Lessor shall buy the Hangar from the owner based on the following formula:

The Fair Market Value of the Hanger on the date of receiving the Certificate of Occupancy shall constitute the Purchase Price and will be multiplied by a fraction, the numerator of which is the number of years remaining on the Ground Lease (assuming a Twenty-year lease), and the denominator of which is 20.

For example, if the Initial Purchase Price were $200,000, and the County closed the Airport with 10 years remaining on the 20-year lease, the Lessee would be required to sell and the County would be required to buy the Hangar for $100,000 ($200,000 x 10 ÷ 20 = $100,000).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their respective seals on the day and year first written above.

LESSOR:

GUNNISON COUNTY,

By: _____
~~Jim Starr, Chairperson~~
Airport Manager

ATTEST _____
Kelly Balch, Deputy Clerk

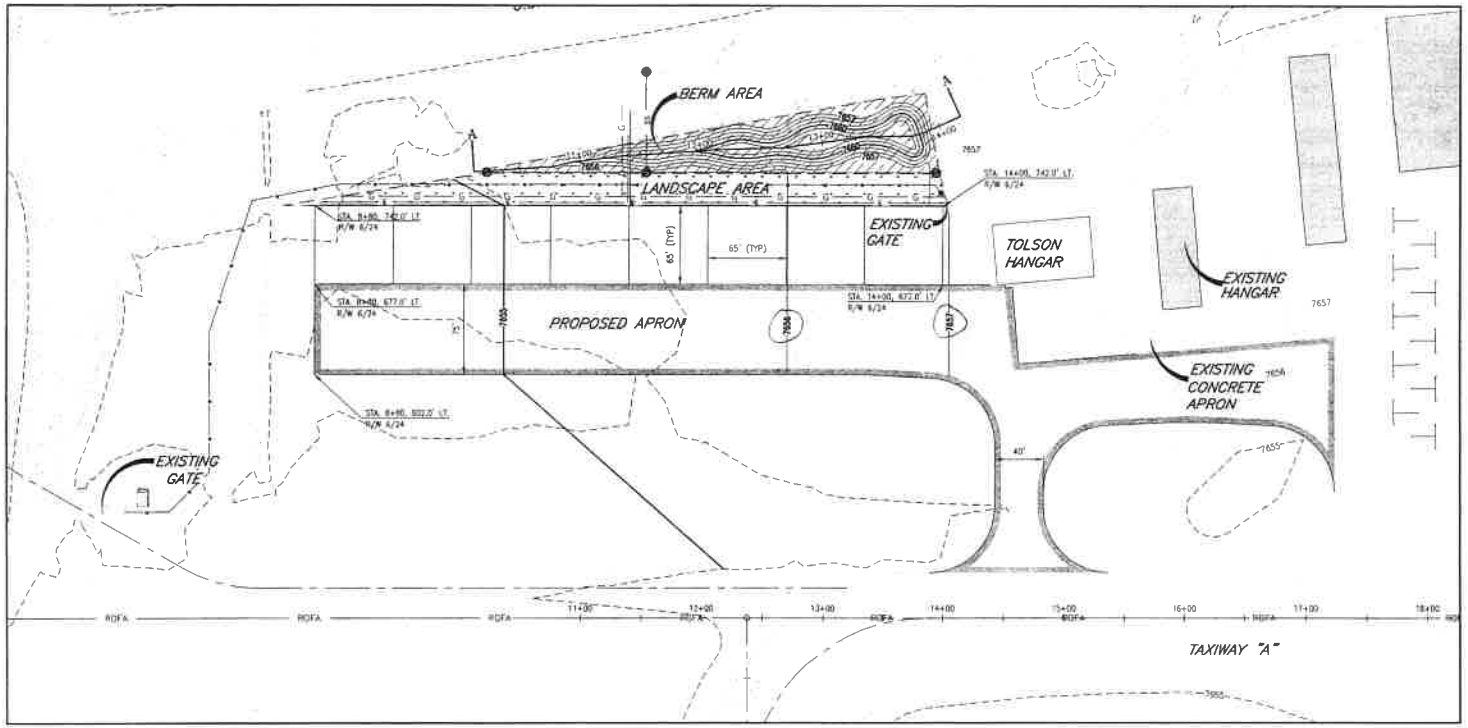
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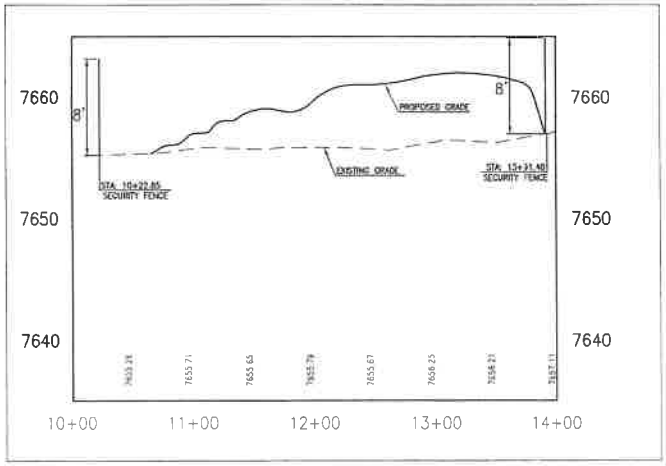
By: _____
Douglas T. Nelson

By: _____
Julee C. Nelson

ATTEST:

_____





SECTION A–A

GRAPHIC SCALE
50 0 50 100
(IN FEET)

NOTES

1. LANDSCAPE AND BERMING AREA SHALL BE APPROVED BY THE OWNER

Gunnison Crested Butte REGIONAL AIRPORT

GUNNISON–CRESTED BUTTE REGIONAL AIRPORT
GUNNISON, COLORADO

ISSUED FOR REVIEW

THESE DOCUMENTS ARE FOR BIDDING AND CONSTRUCTION USE AND ARE NOT A RECORD SET AS DEFINED BY LAW. THE RECORD SETS ARE SIGNED AND SEALED BY:

JEFFERSON D. LEIBEE
NAME
32879 5/06/06
REG. NO. DATE

G.A. DEVELOPMENT

Carter:Burgess

ISSUE RECORD

NO.	BY	DATE	DESCRIPTION

AIP PROJECT NUMBER: 3-08-0030-38
CBE PROJECT NUMBER: 071065-110 DATE: 5/18/06

DESIGNED	DRAWN	CHECKED	APPROVED
MJL	SAH	MKH	JHF

DRAWING PATH\NAME:
Z:\...\GVC\110\EXHIBITS\
REFERENCE DRAWING PATH\NAME:
Z:\...\GVC\110\REF\...

G.A. DEVELOPEMENT EXHIBIT

EXHIBIT 1
SHEET 1 OF 1

EXHIBIT A
Nelson Ground Lease Agreement

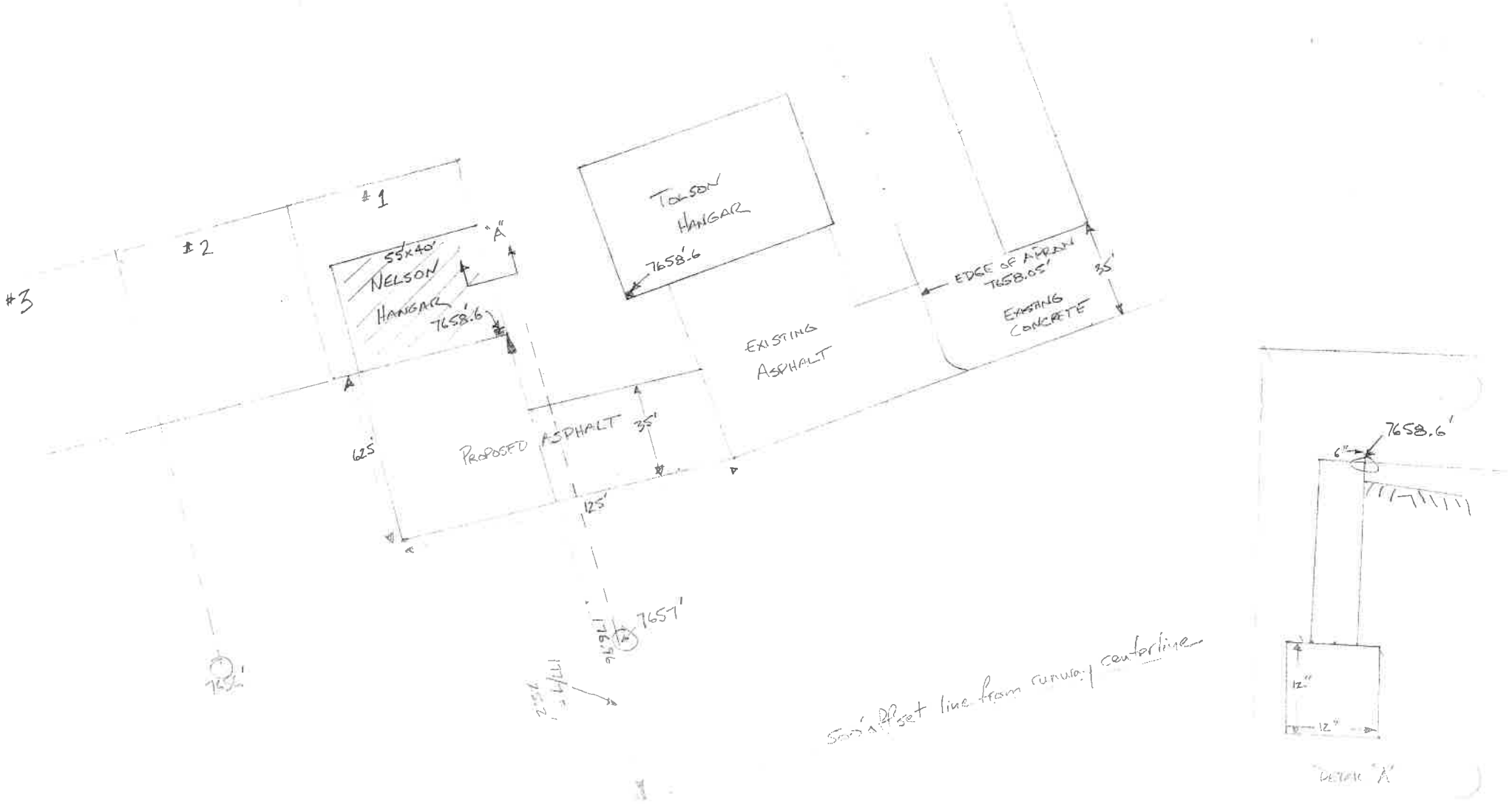


EXHIBIT B
Nelson Ground Lease Agreement

EXHIBIT C

HANGAR SPECIFICATIONS

Hangar Size: 55' x 40'

Building Manufactured by: ATY Building Systems, Inc.
7076 S. Alton Way Unit #G1
Englewood, CO 80112

Snow Load: 57.14 psf

Wind Velocity: 100 mph

Color:
Hangar: Roof: Galvaume
Walls: Oldtown Gray
Trim: Oldtown Gray

Hangar Number: 10 (Ten) Located with Airport approval

AGREEMENT REGARDING ASSIGNMENT OF GROUND LEASE AGREEMENT

THIS AGREEMENT REGARDING ASSIGNMENT OF GROUND LEASE AGREEMENT is made and entered into as of this 18th day of September, 2018 and is among:

Julee C. Nelson ("Seller"), and

Aldo Waters, Leisure Time Properties Inc ("Buyer"), and

The Board of County Commissioners of Gunnison County, Colorado ("Gunnison County").

WHEREAS, Seller is the Lessee under a 20-year Ground Lease Agreement with Gunnison County dated **July 10, 2006** attached hereto and incorporated herein as Exhibit "A" for ground space and the construction and use of an aviation hangar ("Hangar") as more fully described in the Lease; and

WHEREAS, Seller desires to sell and Buyer desires to purchase all of Seller's interests in the Hangar and to assign the Lease to Buyer as contemplated in Paragraph 12 of the Lease; and

WHEREAS, Gunnison County desires to approve such assignment of the Lease to Buyer contingent upon the purchase of the Hangar by Buyer; and

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, the parties hereto agree:

1. Approval By Gunnison County. The Assignment of the Lease from Seller to Buyer is hereby approved by Gunnison County, expressly contingent upon the purchase of the Hangar by Buyer and such purchase is completed by September 30th, 2018 or such approval of assignment of lease shall be null and void.

2. Notices To Buyer. All notices to Buyer pursuant to the Lease shall be addressed to the following individuals at the following addresses:

Aldo Waters
PO Box 1116,
Ardmore, OK 73402

3. Lease Remains In Full Force And Effect. Unless expressly modified herein, all provisions of the Lease remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above set forth.

SELLER
Julee C. Nelson

Julee C. Nelson, Seller
Name, Title

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing Agreement Regarding Assignment of Ground Lease Agreement was acknowledged before me this 29TH day of AUGUST, 2018, by.

TREI POST
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174050800
MY COMMISSION EXPIRES DECEMBER 12, 2021

Witness my hand and official seal.
My commission expires: 12.12.2021

Notary Public

BUYER
Aldo Waters

President
Name, Title

STATE OF ~~COLORADO~~ Oklahoma)
)
COUNTY OF ~~GUNNISON~~ Johnston)

The foregoing Agreement Regarding Assignment of Ground Lease Agreement was acknowledged before me this 5th day of September, 2018, by Aldo Waters.

Witness my hand and official seal.
My commission expires:

Kimberlee Green
Notary Public

OFFICIAL SEAL
KIMBERLEE GREEN
NOTARY PUBLIC OKLAHOMA
JOHNSTON COUNTY
COMM. NO. 01018663 EXP. 11-08-2021

County Manager Matthew Birnie for the
BOARD OF COUNTY COMMISSIONER
OF GUNNISON COUNTY, COLORADO

By: _____
~~Phil Chamberland, Chairperson~~
Matthew Birnie, County Manager

ATTEST:

GUNNISON COUNTY SEAL COLORADO

_____
Deputy Clerk

Exhibit A

GROUND LEASE AGREEMENT
Between the County of Gunnison
and
Douglas T. and Julee C. Nelson

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT is made and entered into effective July 10, 2006, by and between Gunnison County, Gunnison Colorado, ("Gunnison" or "Lessor"), and Douglas T. and Julee C. Nelson ("Lessee").

RECITALS

WHEREAS, Lessor owns and operates the Gunnison/Crested Butte Regional Airport ("Airport") in Gunnison County, Colorado; and

WHEREAS, Lessee desires to lease from Lessor certain land located at the Airport;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Grant of Lease. Lessor hereby leases (the "Lease") to Lessee, its heirs, successors and assigns, that certain land located at the Airport and identified on Exhibit A attached hereto and integrated herein and more particularly described on Exhibit B attached hereto and incorporated herein (the "Premises"). The Lease shall include all rights normally incident to the use and enjoyment of the Premises for the intended purpose, including the right to enter upon Airport Premises to access the Premises during the normal hours of operation at the Gunnison/Crested Butte Airport. In addition, subject to the provisions hereof, Lessee shall be entitled to use all other existing and future Airport facilities on the same basis as such facilities are made available to private aviation generally. The Premises shall be used and occupied by Lessee exclusively for the construction at the Airport of the Improvements (the "Hanger") described on Exhibit B.

2. Lease Term. The Lease pursuant to this Agreement shall commence upon mutual execution hereof by both Lessor and Lessee, beginning the date this agreement is made and entered into. The Lease shall continue for 20 years (the "Lease Term") unless sooner terminated as provided herein. So long as the Lessee is in full compliance with the terms of the Lease, and the Lessor has determined in its reasonable discretion that the Hangar is in good repair, the Lessee may extend the term of this Lease one time for an additional twenty (20) year period ("Twenty-Year Extension") that will commence, if at all, at the termination of the original Lease Term described above. This Lease will terminate automatically at the end of the original Lease Term or at the end of the Twenty-Year Extension if Lessee exercises that option. If Lessee holds over and remains in possession of the Premises with the consent of Lessor after expiration of the Lease Term or the Twenty-Year Extension, such holding over shall not be construed as a renewal of the Lease Term or any further extension of the Lessee's right to possession, but instead shall constitute a month to month Lease ("Month-to-Month Holdover") with rent payable to Lessor at 150% of the Lease rate then in effect, otherwise subject to all of the terms and conditions of this Agreement. The Month-to-Month Holdover is revocable by either party by giving notice of termination at least ten days prior to the end of any month.

3. Ground Rent. Lessee shall pay to Lessor ground rent ("Ground Rent") for use of the Premises. Ground Rent in the amount of $.26 per square foot per annum based on the floor area of the hanger to be built. Ground Rent for the first year shall be payable in advance and shall be due upon the issuance of a building permit for the Hangar and prorated from the date the building permit is issued to December 31, 2006. Subsequent annual Ground Rent shall be adjusted annually by the Denver/Boulder CPI. Ground Rent shall be due and payable, whether or not Lessee receives a bill. Ground Rent shall be prorated on a daily basis for the portion of the first calendar year that Lessee begins construction of the Premises and the Lessor shall return any prepaid rent to the Lessee for any portion of a year that the Ground Lease is not in effect. Ground Rent shall be made payable to Gunnison County and shall be delivered to the County's Finance Director at Gunnison County Courthouse, 200 E. Virginia, Gunnison, CO 81230, or such other address as the County may designate in writing from time to time. Ground Rent shall be paid annually, in one lump sum, in advance, on January 1st of the calendar year the Ground Rent is due. Lessor shall attempt to notify Lessee by December 1st of every calendar year of the Ground Rent payable January 1st of the following calendar year. Any portion of the Ground Rent not paid when due shall bear interest from the due date until paid at the rate of 15% per annum. Failure of the County to notify Lessee by December 1st, or by any other date, of the Ground Rent due on January 1st shall not waive the obligation for payment, nor shall such failure delay the due date for payment of the Ground Rent. Failure to timely pay the Ground Rent shall be a default event.

4. Inconvenience During Construction. Lessee recognizes that from time to time during the term of this Lease it may be necessary for the County to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Gunnison/Crested Butte Airport and its facilities may be suitable for volume and character of air traffic and flight activity which will require accommodation and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience Lessee in its operation at the Airport. Lessee agrees that no liability shall attach to the County, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption; provided, however, Lessor agrees to use its best efforts to perform such activities in a manner and at such times that will minimize interference with Lessee's use and enjoyment of the Premises.

5. Certain Obligations of Lessee.

(a) Construction of the Hangar. Lessee agrees to begin construction no later than the issuance date of the Building Permit and to complete the construction within 120 days after the date construction begins. In the event Lessee fails to begin and complete construction within the period specified above, the County shall have the right to terminate this lease pursuant to the provisions of paragraph 7. The Hangar described in Exhibit B, will be built at Lessee's sole expense and in accordance with the Gunnison/Crested Butte Regional Airport Northwest General Aviation Development Plan for Aeronautical Land use at the Airport, and Construction Guide at the Gunnison Crested Butte Regional Airport in accordance with the specifications described in Exhibit C attached hereto and incorporated herein. The hangar must meet ARIS standards. Any amendment to the construction specifications on Exhibit C shall require the prior written consent of Lessor which may be with held in "Lessors" reasonable discretion.

(b) Approval of Plans. Lessee covenants and agrees that prior to the preparation of detailed construction plans, specifications and architectural renderings of any such building, structure, roadway, utility line, addition or improvement and their locations, relative to the Leased Premises including location of drainage, utilities and roadways will be submitted to the County's Airport Manager for approval. Lessee's plans shall meet all requirements/limitations imposed by the Federal Aviation Administration (FAA) for the type of development proposed. Lessee covenants and agrees that prior to the installation or construction of any such building, roadway, structure, utility line, addition or improvement on the Leased Premises, it shall first submit to the County for approval, final detailed construction plans and specifications and architectural renderings prepared by registered architects and engineers, and that all construction will be in accordance with such plans and specifications and the current land use development criteria established by Gunnison County, Colorado and all requirements/limitations imposed by the FAA.

(c) As-Build Drawings. Within thirty (30) days following completion of the initial construction and any subsequent additions, alterations or improvements, Lessee shall present to the County a complete set of reproducible drawings including, but not limited to, specifications and shop drawings.

(d) Maintenance of Hangar and Premises. From and after the date construction is completed on the Hangar, Lessee shall maintain the Hangar and Premises, including the roof and structural components of the Hangar, at Lessee's sole expense in a neat, clean and safe condition and in good repair, normal wear and tear excepted. Lessee shall not make structural alterations to the Hangar and/or Premises without making application, and receiving from, the Airport Manager approval in the County's reasonable discretion for such proposed structural alteration. All alterations shall be at Lessee's sole expense. In the event Lessee fails to commence any repair or maintenance of the Hangar and/or Premises required pursuant to this Agreement within thirty (30) days after written notice from Lessor requesting the repair or maintenance in question, Lessor may undertake the specified repair or maintenance for the account of Lessee, and Lessee shall promptly reimburse Lessor's actual costs and expenses incurred in connection therewith. Lessee shall follow all local, state and federal life and fire safety and environmental and other applicable codes and regulations and minimum standards. Lessee shall notify the County of all construction, reconstruction, repair, or any work whatsoever related to the Hangar and/or Premises, the name of the contractors or subcontractors performing such work, and shall defend, indemnify and hold the County Harmless at Lessee's sole expense from any claims whatsoever concerning the Hangar and/or Premises except those caused by Lessor's negligence or willful misconduct.

(e) Use of Premises. The Lessee shall use the Hangar and Premises exclusively for the storage and protection of aircraft, aircraft parts and other activities generally carried on at aircraft hangars by the Gunnison County minimum standards. Lessee may also store personal vehicles or other miscellaneous personal items owned by the Lessee. Not withstanding anything in this Agreement to the contrary, the Lessee shall not carry on any commercial activity whatever with respect to the Hangar or Premises. The Lessee shall not use the Hangar or Premises for any activities in competition with normal fixed base operation activities conducted at the Airport by

or under concession with Lessor unless Lessee enters into a separate operating agreement with the Airport and the activity is in compliance with the Airport minimum standards. However this will not prevent the Lessee from leasing hangar space on a short term or long term basis for storage of aircraft. Lessee shall not install, operate or permit to be used at the Hangar or Premises any signs or similar advertising devises without the written approval of the Airport Manager. Additionally, Lessee shall have a fire extinguisher and any other equipment on the Hangar and Premises at all times in accordance with the appropriate life and fire safety codes.

(f) Laws and Regulations. In using the Premises, the Hangar and the Airport, Lessee shall comply with all applicable laws, regulations and rules of general applicability that may be in effect from time to time, including without limitation rules of federal, state, county and municipal governments and all applicable life, fire and safety codes. Lessee shall also fully and promptly comply with the Rules and Regulations and Minimum Standards of the Gunnison/Crested Butte Regional Airport, existing, amended or future.

(g) Utilities. Lessee shall be responsible for all utility charges, including connection fees incurred after the date hereof for utility service to the Premises. Any future utilities shall be underground, within 60 days pavement or ground disturbed in the process returned to its original condition.

(h) Insurance for Hangar and Premises. Throughout the term of the Lease, Lessee shall maintain property insurance in the amount of $40,000 covering the Hangar and Lessee's interest in the Premises and shall provide insurance protection from fire and such other casualties as Lessor may determine, which insurance shall be in the amount of the reasonably anticipated replacement costs of the Hangar. The County shall be named as an additional insured under any insurance policy issued to Lessee at Lessee's sole cost, if any. In the event of damage or destruction to the Hangar, the proceeds of such insurance shall be applied to the repairs and/or replacement, and any excess shall be payable to Lessee. In no event shall the County be obligated to repair or replace the Hangar after damage or destruction. In any event, Lessee shall be obligated to repair and replace the Hangar after damage or destruction unless the County agrees otherwise.

(i) Ownership. Lessee shall own the Hangar

(j) Construction By County. There are no facilities to be constructed by County under this Lease. All construction will be made by Lessee.

(k) Encumbrance. Lessor's interest in the Premises may not be encumbered by Lessee and shall not be subject to any mechanic's, materialmen's or similar liens with respect to Lessee's interest in the Hangar. If any such liens are asserted against Lessor's interest in the Premises, Lessee shall promptly cause the same to be removed or shall provide Lessor with adequate security therefore. Lessee shall not encumber Lessee's interest in the Premises except in accordance with the provisions of this Lease. Any encumbrance of Lessee's interest in the Hangar permitted pursuant to this Lease shall expressly exclude any interest of Lessor in the Hangar.

(l) Taxes. The Lessee shall pay all real and personal property and other taxes that are assessed against the Hangar and/or Premises.

(m) Financing.

(i) Lessee's Right to Finance. Lessee may, at any time or from time to time mortgage the leasehold estate, so long as Lessee is in compliance with all terms, conditions, and provisions of this Lease. Such right of Lessee to mortgage the Hanger leasehold estate shall be a continuing right and shall not be deemed to be exhausted by the exercise thereof on one or more occasions. Any such mortgage shall be expressly subject to the provisions of this Lease, and only with prior written notice to Lessor and only with the consent of the Lessor which Lessor will not reasonably be withheld. No mortgage shall to any extent encumber all or any portion of Lessor's fee simple interest in the Premises.

(ii) Mortgagee's General Cure Rights. Lessor, prior to terminating this Lease or exercising any other right or remedy hereunder for a default by Lessee (as defined below), shall give each holder of a deed of trust or mortgage encumbering the Hanger leasehold estate created hereby ("Leasehold Mortgagee") written notice of the pertinent default by Lessee and thirty (30) days thereafter in which to cure the same, or, if the subject default by Lessee is of such a nature that the same cannot reasonably be cured within said thirty (30) day period, then the Leasehold Mortgagee's cure period shall be extended for so long as the Leasehold Mortgagee diligently pursues the cure to completion. Furthermore, if such default requires the Leasehold Mortgagee to be in possession to affect a cure, Leasehold Mortgagee's cure period shall be extended to afford Leasehold Mortgagee time to obtain possession of the Premises. In the event this Lease is terminated in accordance with this Lease or by provision of Law, or in the event Lessor dispossesses Lessee, Lessor shall give each Leasehold Mortgagee written notice thereof within ten (10) days after the termination or dispossession. Lessor and Lessee agree that any mutual termination, cancellation or rescission of this Lease by Lessor and Lessee shall be effective only if the same is given the prior written approval of any Leasehold Mortgagee. Provided, however, Leasehold Mortgagee shall be deemed to have approved of any mutual termination, cancellation, or rescission, if Leasehold Mortgagee has failed to approve or disapprove of said termination, cancellation, or rescission within 30 of the actual receipt of notice of the parties' intent to terminate, cancel, or rescind the Lease.

(iii) New Lease. If Lessor terminates this Lease, Lessor agrees to enter into a new lease for the Premises with any Leasehold Mortgagee or its designee, for the remainder of the term of this Lease, effective as of the date of such termination at the same rent, and otherwise upon the same terms, covenants and conditions contained herein, provided that (i) such Leasehold Mortgagee shall make written request for such new lease within thirty (30) days after the date of such termination, and (ii) such mortgagee will pay or cause to be paid to Lessor within the same period as in (i) above all sums unpaid which at such time would have

been payable under this Lease but for such termination, and shall cure all defaults of Lessee under this Lease which remain uncured as of that date to the extent the same can be reasonably cured, all other non-monetary defaults being waived by Lessor, (iii) such Leasehold Mortgagee shall pay or cause to be paid to Lessor on that date all expenses, including reasonable attorney's fees, court costs, and disbursements reasonably incurred by Lessor in connection with any such default any termination as well as in connection with the execution and delivery of such new lease, and (iv) such lease shall be made without any warranty to the Leasehold Mortgagee as to rights Lessee may continue to have or assert as to the Premises. If more than one Leasehold Mortgagee shall desire to enter into such new lease under the circumstances outlined hereinabove, the Leasehold Mortgagees in the order of the priority of their mortgages (i.e., first mortgage, second mortgage) shall have the first opportunity to do so. However, irrespective of any other provisions in this Lease to the contrary, if a Leasehold Mortgagee does not exercise its right to enter into a new lease with Lessor within the time periods and in accordance with the provisions set forth hereinabove, such Leasehold Mortgagee shall not thereafter have any rights whatsoever in this Lease or in the Premises, all interest therein having reverted to Lessor as a result of the termination of this Lease.

(iv) Casualty. In case any leasehold mortgage made by Lessee shall be in force at the time of any damage to or destruction by fire or otherwise of the Hangar, then the Leasehold Mortgagee is hereby authorized, at its sole expense, to repair or restore the Hanger or to replace the hangar under the same terms and conditions of this Lease as would be applicable in the case of a repairing, restoring or replacement by Lessee. The Leasehold Mortgagee so repairing, restoring or replacing any part of said Hangar shall, subject to compliance with all the conditions contained in this section, be subrogated to the rights of Lessee to all the insurance proceeds payable as a result of the damage or destruction, and shall be entitled to have all said insurance proceeds paid out upon architect's certificates in the same manner in every respect as if said Leasehold Mortgagee were Lessee under this Lease.

(n) Security. Lessee shall have entrances and gates to the Air Operations Area and agrees to comply with the FAA regulations, 49 CFR Part 1542, as may be amended from time to time, and TSA regulations as may be amended from time to time, which requires Lessee to control and regulate any doors, openings or entrances to the Air Operations Area. Lessee shall comply with all applicable regulations required by the federal Department of Homeland Security.

6. Conditions of Use.

(a) Lessee shall not store gasoline, solvents, explosives, flammable paints, other flammables, or other hazardous materials in the Hangar or on the premises without the prior written approval of the Airport Manager. However it is recognized and understood that fuel contained in the fuel tanks of aircraft and vehicles is permitted. The parties understand that the Airport Manager is authorized by this provision to require safety containers or other safety

measures are followed by Lessee as a condition of such approval. Written approval of the Airport Manager shall not be required for the storage of less than a total of five gallons of engine oil or other engine lubricants, hydraulic fluids, and cleaning fluids necessary and incidental to the normal use of private aircraft.

(b) Lessee shall control the conduct and demeanor of its employees, guests, and invitees in and around the Hangar and Premises and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable.

(c) Lessee shall keep the Hangar and Premises clean and free of debris at all times, and Lessee shall not place any trash or debris on the airport grounds except in containers provided for trash by the Lessor.

(d) Lessee shall not use any high wattage electrical equipment, heat lamps, or machinery in or about the Hangar. Any modification to existing wiring or the installation of additional outlets or fixtures must be in compliance with current codes. Any device the use of which requires modification to the capacity of the existing electrical system shall be deemed to be high wattage.

(e) Lessee shall not attach any hoisting or holding mechanism to any part of the Hangar or Premises or pass any mechanism over the struts or braces therein without the prior written permission of the Airport Manager, which permission shall only be granted after Lessee provides written evidence from a Colorado licensed Professional Engineer that such activity will cause no damage to the structure. For purposes of this Agreement, a hoisting or holding mechanism shall be deemed to include, but shall not be limited to, a chain-ball, block and tackle, or other hoisting or winching device. Lessee shall be responsible for any and all damage to the Hangar and Premises occasioned by such conduct, whether or not Lessee obtains the permission of the Airport Manager.

(f) Lessee shall not paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the Premises or Hangar without the prior written permission of the Airport Manager, which permission shall only be granted after Lessee provides written evidence from a Colorado licensed Professional Engineer that such activity will cause no damage to the structure.

(g) Lessee shall not park or leave Aircraft or vehicles on the taxilane or on the pavement adjacent to the Hangar door in a manner that unduly interferes with or obstructs access to adjacent Hangars. Aircraft parked for more than 30 minutes in the taxilane area shall constitute an obstruction.

(h) In utilizing the Hangar and Premises, Lessee agrees to and shall comply with all applicable ordinances, resolutions, rules regulations and minimum standards established by any federal, state or local government agency.

7. Termination. Either party shall have the right to terminate the Lease in its entirety if the other party breaches any provision of this Agreement or fails to perform any obligation hereunder and if such breach or failure continues for a period of thirty (30) days after

receipt by notice from the other party specifying the breach or failure to perform in question. In the event of a non-monetary default, if it is not possible to cure the breach within thirty (30) days, the breaching party must commence work to cure the breach within thirty (30) days of receiving notice, and must diligently pursue work to cure the breach. Failure to diligently pursue curing the breach shall be grounds for termination.

8. Certain Rights and Obligations on Termination. Upon expiration or earlier termination of this Lease, Lessor shall be deemed the owner of the Hangar and any and all alterations, additions or fixtures installed in or on the Premises by Lessee, except for those which Lessor requires to be removed at the end of the Lease term. Lessee shall remove all such alterations, additions or fixtures at the end of the Lease term unless Lessor conditioned its consent upon Lessee leaving a specified alteration, addition or fixture in or on the Hangar and or Premises, in which case Lessee shall not remove such alteration, addition or fixture. Lessee shall immediately repair any damage to the Hangar and Premises caused by such removal.

9. Inspection. County's authorized representatives shall be allowed access to the Hangar and/or Premises at all reasonable times, for the purpose of examining and inspecting the Hangar and/or Premises. Except in cases of emergency, no inspection shall be made without reasonable prior notice to the Lessee. At all times, Lessee shall provide and Lessor shall have means of access to the interior of the Hangar Lessee's Hangar Complex (i.e. Key, lock combination, etc.).

10. Ingress- Egress. Lessee, its agents and servants, patrons and invitees, and its suppliers of service and furnishers of materials shall have the right of reasonable ingress to and egress from the Hangar or Premises, subject to generally applicable rules and regulations governing use of the Airport in effect from time to time.

11. Utilities. Lessee shall have the right at its sole cost to install utility and related facilities at the Airport to provide utility services to the Hangar and shall have the right to access all utilities servicing the Airport at Lessee's expense and with Lessor's permission. Lessee shall give Lessor at least thirty days prior written notice of any proposed construction together with a construction plan showing any areas outside of interior of the Hangar that may be affected by such construction. Airport Manager shall have ten days to approve or deny the construction plan based on the anticipated disruption to the current or reasonably anticipated use of the Airport, which approval shall not be unreasonably denied. If and when a construction plan is agreed upon between the Lessee and the Airport Manager, any such construction shall be conducted in a reasonable manner and in compliance with the construction plan so as to minimize the disruption of normal Airport operations. After construction, Lessee shall restore the construction site to its condition prior to construction. In exercising its rights hereunder, Lessee agrees to avoid areas which are paved or otherwise improved, whenever possible.

12. Assignment, Subletting, Change of Ownership.

(a) Lessee may, upon prior written approval of the County, which approval shall not be unreasonably withheld, assign use of Lessee's rights and obligations arising under this Agreement if Lessee transfers its ownership in the Hangar to that same party.

(b) Lessee may sublease all of or a portion of the Hangar; provided, however, the Lessee shall be obligated to notify the Airport Manager of any sublease and of the name of the sublessee and the owner, make, model, and tail number of any aircraft stored in the hangar on a monthly or longer basis. Failure to notify the Airport Manager of all subleases, the name(s) of the sublessee(s), the owner(s), make, model, and tail number of any Aircraft stored in the hangar at any time shall constitute an event of default under this Lease. The parking of Aircraft not owned by or leased by Lessee within the Hangar shall constitute a sublease except an Aircraft titled in the name of a corporation or other entity controlled by lessee shall not constitue a sublease. Any transferee, assignee, sublessee, or any person or owner of an Aircraft stored in the Hangar shall be subject to and bound by all the provisions of this Agreement.

(c) The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Premises (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Premises (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Premises (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or in the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Lessee, (v) the reorganization, liquidation or dissolution of the Lessee. The County shall not consider a transfer by devise, descent or by operation of the law upon the death of a joint tenant as a Transfer.

13. Nondiscrimination and FAA Requirements. This Agreement involves the use of or access to space on, over or under real property acquired or improved pursuant to the Airport Development Aid Program and agreements with the Federal Aviation Administration and, therefore, involves activities that serve the public. Accordingly, Lessee agrees that (1) no person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of the Premises on the grounds of race, color, physical or mental handicap or national origin; (2) that in constructing any improvements or furnishings services at the Premises, no person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination on the grounds of race, color or national origin; and (3) that Lessee shall use Premises in compliance with all other requirements imposed by or pursuant to applicable Department of Transportation regulations. The failure to remedy any breaches of any of the above non-discrimination covenants shall constitute cause for Lessor to terminate this Agreement under the provisions of paragraph 7.

14. Non-Waiver. Failure or delay on the part of either party to complain of any action or non-action on the part of the other shall not be deemed to be a waiver of their respective rights hereunder. The consent or approval by either party to or of any action by the other requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar action. All waivers must be in writing and signed by the party against whom such waiver is sought to be enforced.

15. Notices. Notices to Lessor provided for herein shall be deemed received when actually received by the following individuals:

Airport Manager
Gunnison/Crested Butte Regional Airport
519 W. Rio Grande
Gunnison, CO 81230

and

County Manager
Gunnison County
200 E. Virginia
Gunnison, CO 81230

Notices to the Lessee will be deemed received:

(a) if personally received by the individual named below, or

(b) three days after being sent by certified mail, postage prepaid, addressed to:

Douglas and Julee Nelson
317 S. Colorado
Gunnison, Colorado 81230

or to such other addresses as the Lessee may designate in writing from time to time.

16. Paragraph Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

17. Invalid Provisions. In the event any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of such covenant, condition or provision does not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

18. Attorneys' Fees. In the event of litigation or other proceedings to enforce or interpret this Agreement, each party shall be required to pay its own fees and costs and expenses, including its own attorneys' fees, and there shall be no award of fees to the putative "prevailing party."

19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives and assigns.

20. Estoppel Certificate. At any time and from time to time either party shall execute, acknowledge and deliver to the other a written statement certifying that this Agreement is in effect without modification of the provisions hereof (or if there have been modifications, a statement thereof), and that neither party is in default hereunder (or if any such default exists, a description thereof). Any such certificate shall be delivered within ten days after request is made therefore.

21. Miscellaneous. In this Agreement, the singular shall include the plural; the singular in reference to one gender shall include the other and the neuter, as appropriate. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Any action concerning this Agreement may be brought in Gunnison County, Colorado.

22. Airport Closure – Mandatory Buyback Schedule. In the event the Lessor permanently terminates the use of the Airport for general aviation purposes with no intent to reopen the Airport for general aviation purposes, the parties agree that the Lessee shall sell and the Lessor shall buy the Hangar from the owner based on the following formula:

The Fair Market Value of the Hanger on the date of receiving the Certificate of Occupancy shall constitute the Purchase Price and will be multiplied by a fraction, the numerator of which is the number of years remaining on the Ground Lease (assuming a Twenty-year lease), and the denominator of which is 20.

For example, if the Initial Purchase Price were $200,000, and the County closed the Airport with 10 years remaining on the 20-year lease, the Lessee would be required to sell and the County would be required to buy the Hangar for $100,000 ($200,000 x 10 ÷ 20 = $100,000).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their respective seals on the day and year first written above.

LESSOR:

GUNNISON COUNTY,

By: _____
~~Jim Starr, Chairperson~~
Airport Manager

ATTEST _____
Kelly Balch, Deputy Clerk

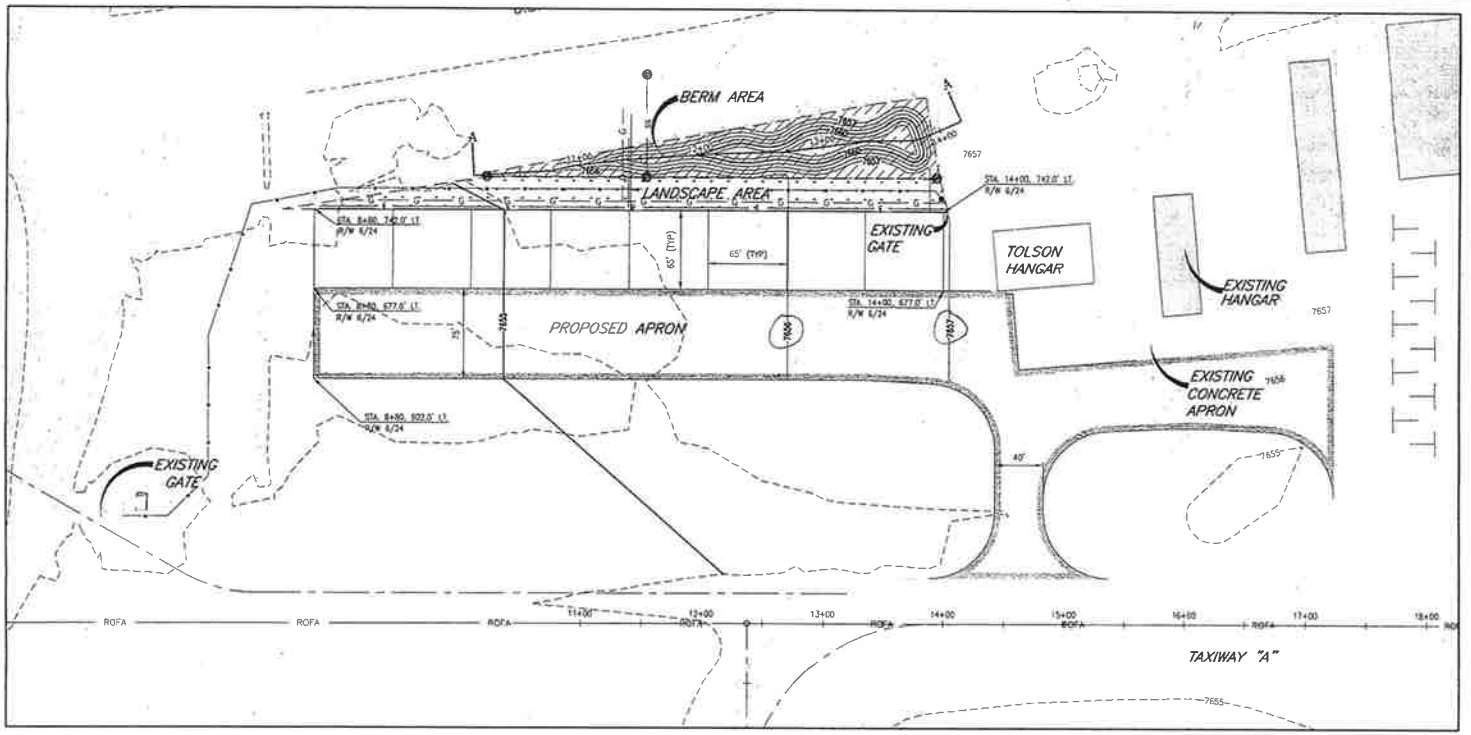
LESSEE:

By: _____
Douglas T. Nelson

By: _____
Julee C. Nelson

ATTEST:

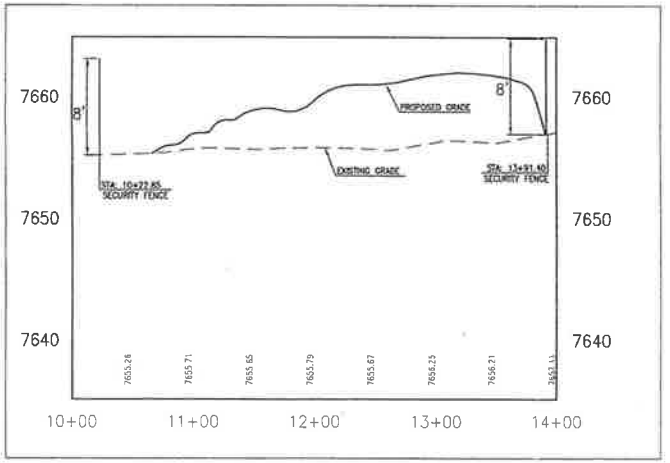
Victoria Roach/Archuleta



GRAPHIC SCALE
50 0 50 100
(IN FEET)

NOTES

1. LANDSCAPE AND BERMING AREA SHALL BE APPROVED BY THE OWNER



SECTION A–A

Gunnison Crested Butte Regional Airport

GUNNISON–CRESTED BUTTE REGIONAL AIRPORT
GUNNISON, COLORADO

ISSUED FOR REVIEW

THESE DOCUMENTS ARE FOR BIDDING AND CONSTRUCTION USE AND ARE NOT A RECORD SET AS DEFINED BY LAW. THE RECORD SETS ARE SIGNED AND SEALED BY:

JEFFERSON D. LEIBEE
NAME
32879 5/06/05
REG. NO. DATE

G.A. DEVELOPMENT

Carter::Burgess

ISSUE RECORD

NO.	BY	DATE	DESCRIPTION

AIP PROJECT NUMBER: 3-08-0030-38
CAD PROJECT NUMBER: 071065-110
DATE: 5/18/06
DESIGNED: WJL | DRAWN: SAN | CHECKED: MKR | APPROVED: JWF
DRAWING PATH NAME: J:\...\DGC\110\EXHIBITS\
REFERENCE DRAWING PATH NAME: J:\...\DGC\110\ENGR\...

G.A. DEVELOPEMENT EXHIBIT

EXHIBIT I
SHEET 1 OF 1

EXHIBIT A
Nelson Ground Lease Agreement

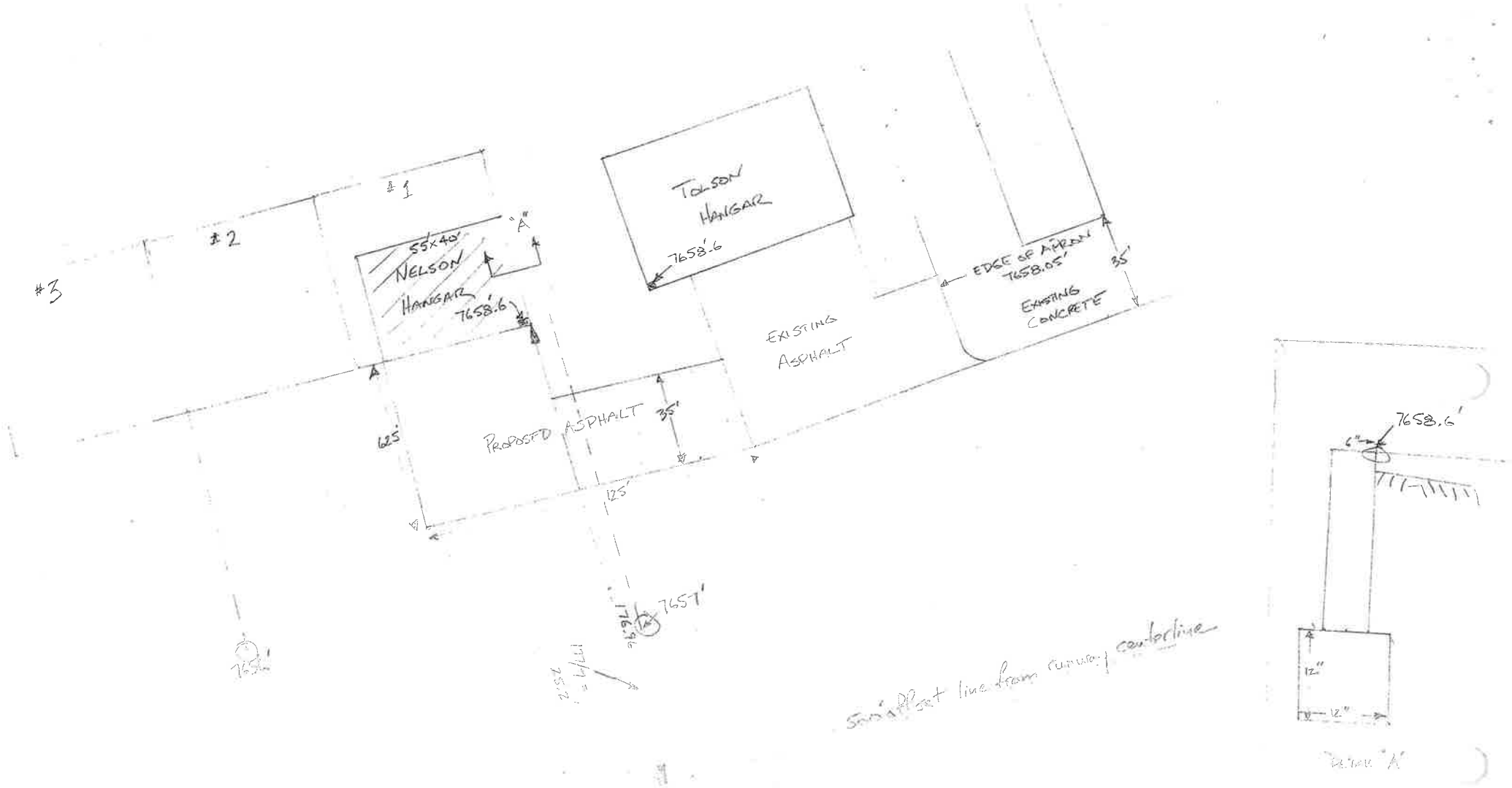


EXHIBIT B
Nelson Ground Lease Agreement

EXHIBIT C

HANGAR SPECIFICATIONS

Hangar Size: 55' x 40'

Building Manufactured by: ATY Building Systems, Inc.
7076 S. Alton Way Unit #G1
Englewood, CO 80112

Snow Load: 57.14 psf

Wind Velocity: 100 mph

Color:
Hangar: Roof: Galvaume
Walls: Oldtown Gray
Trim: Oldtown Gray

Hangar Number: 10 (Ten) Located with Airport approval

AGREEMENT REGARDING ASSIGNMENT OF GROUND LEASE AGREEMENT

THIS AGREEMENT REGARDING ASSIGNMENT OF GROUND LEASE AGREEMENT is made and entered into as of this 3rd day of May, 2022 and is among:

Aldo Waters, Leisure Time Properties Inc , ("Seller"), and

Michael Hicks, Reactive Holdings Inc. ("Buyer"), and

The Board of County Commissioners of Gunnison County, Colorado ("Gunnison County").

WHEREAS, a 20-year initial term Ground Lease Agreement with Gunnison County dated **July 10 2006** for ground space and the construction and use of an aviation hangar ("Hangar") as more fully described in the Lease; attached hereto and incorporated herein as Exhibit "A", was re-assigned to the Seller on **18 September 2018**, and

WHEREAS, Seller desires to sell and Buyer desires to purchase all of Seller's interests in the Hangar and to re-assign the Lease to Buyer as contemplated in Paragraph 12 of the Lease; and

WHEREAS, Gunnison County desires to approve such assignment of the Lease to Buyer contingent upon the purchase of the Hangar by Buyer; and

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, the parties hereto agree:

1. Approval By Gunnison County. The Assignment of the Lease from Seller to Buyer is hereby approved by Gunnison County, expressly contingent upon the purchase of the Hangar by Buyer and such purchase is completed by July 1st, 2022 or such approval of assignment of lease shall be null and void.

2. Notices To Buyer. All notices to Buyer pursuant to the Lease shall be addressed to the following individuals at the following addresses:

Michael Hicks
3306 Cunningham Rd,
Wallis TX 77485

3. Lease Remains In Full Force And Effect. Unless expressly modified herein, all provisions of the Lease remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the

day and year first above set forth.

SELLER
~~Aldo~~ Waters

President
Name, Title

STATE OF ~~COLORADO~~ Oklahoma)
)
COUNTY OF ~~GUNNISON~~ Johnston)

The foregoing Agreement Regarding Assignment of Ground Lease Agreement was acknowledged before me this 22nd day of April, 2022, by. Aldo Waters

KIMBERLEE GREEN
Notary Public
State of Oklahoma
Commission # 01018663

Witness my hand and official seal.
My commission expires: 11/8/2025

Notary Public

BUYER
~~Michael~~ Hicks

President
Name, Title

MELISA KLOSS
NOTARY PUBLIC
STATE OF TEXAS
ID # 12963429-8
My Comm. Expires 11-21-2025

STATE OF ~~COLORADO~~ TEXAS)
)
COUNTY OF ~~GUNNISON~~ AUSTIN)

The foregoing Agreement Regarding Assignment of Ground Lease Agreement was acknowledged before me this 25 day of April, 2022, by Michael Hicks.

Witness my hand and official seal.
My commission expires:

Notary Public

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Award; Help America Vote Act Election Securi

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Secretary of State, Clerk & Recorder (Elections), BoCC

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

Summary:

Review & Acceptance of the HAVA Grant Contract from the Secretary of State to reimburse us for Election related purchases.

Fiscal Impact: Impact to Elections: Approx $2000.00 (should be within current budget) - IT will need to define their cost. Total impact is $17k-PS

Submitted by: Michael Metcalf **Submitter's Email Address:** mmetcalf@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim Discharge Date: 7/26/2024

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

Comments:
Legally sufficient. SO 7/26/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/26/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/26/2024

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 8/6/2024

Revised April 2015

Docusign Envelope ID: 5383AC23-7E41-4105-A639-01B2F1E347A6

STATE OF COLORADO
Department of State
1700 Broadway, Suite 550
Denver, CO 80290

Jena M. Griswold
Secretary of State
Christopher P. Beall
Deputy Secretary of State

July 2, 2024

CMS # 192627
CORE #: CT, VAAA, HAVA, 2025-1014

Gunnison County
Attn: Kathy Simillion, County Clerk and Recorder
221 N. Wisconsin St., Ste C
Gunnison, CO 81230

Dear Clerk Simillion:

We are pleased to inform you that Colorado Department of State (CDOS) has approved your application for funding pursuant to the 2024 Election Improvement Grant ("Program") in the amount of $44,736.40. This funding is a sub-grant from CDOS's Help America Vote Act (HAVA) Election Security Grant. ($17,893.28 from Local Match). This letter authorizes you to proceed with the purchase items and services related to the improvement of the 2024 November General Election ("Project") in accordance with the terms of this Grant Award Letter.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions as they are requirements of this Grant to which you Grantee agree by accepting the Grant Funds. If you are satisfied with the terms and conditions of this Grant Award Letter, please sign using the DocuSign email invitation to sign.

If you have questions regarding this Grant, please contact: Daniel Pickard at daniel.pickard@coloradosos.gov.

Best regards,

Christopher Beall
Deputy Secretary of State

Docusign Envelope ID: 5383AC23-7E41-4105-A639-01B2F1E347A6

GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Colorado Department of State (CDOS)	**Grant Amount (Federal Funds)** State Fiscal Year 2024-25: $44,736.40 **Total for all State Fiscal Years: $44,736.40**
Grantee Board of County Commissioners of Gunnison County **Grantee UEI** NSN9FAGKEDJ9	
Grant Issuance Date The later of July 2, 2024 or the date the State Controller or an authorized delegate signs this Grant Letter	
Grant Expiration Date December 31, 2024	**Local Match Amount** State Fiscal Year 2024-25: $17,893.28 **Total Local Match for all State Fiscal Years:** $17,893.28
Grant Authority On April 17, 2018, the Colorado Department of State (CDOS) received an initial Help America Vote Act (HAVA) Election Security Award from the US Election Assistance Commission (EAC). The Award, which includes twenty percent in State matching funds, grants CDOS the "discretion as to if and how [it] make[s] available funds to local election jurisdictions." HAVA funds are continuously appropriated to the Department of State pursuant to §1-1.5-106(2)(b) C.R.S. CDOS is authorized to make such awards to counties by §1-1.5-106(7) C.R.S. Grant Agreement: CO1801001-01 Catalog of Federal Domestic Assistance (CFDA) #: 90.404	

Grant Purpose

This grant program (the 2024 Election Improvement Grant) is to assist Colorado counties with one-time costs directly related to the improvement of security, accessibility and other miscellaneous costs that will improve the administration of federal elections in 2024.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget.
3. Exhibit C, Federal Provisions.

In the event of a conflict or inconsistency between this Grant 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.
2. Colorado Special Provisions in §17 of the main body of this Grant
3. The provisions of the other sections of the main body of this Grant.
4. Exhibit A, Statement of Work.
5. Exhibit B, Budget.

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SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of State
Jena M. Griswold, Secretary of State

DocuSigned by:
Christopher Beall
7D7BA4DE09A548F...

By: Christopher Beall, Deputy Secretary of State

Date: July 17, 2024

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
Kathy Simillion, County Clerk and Recorder
Michael Metcalf, Director of Elections

DocuSigned by:
Michael Metcalf
D17A344A5A454B9...

By: Michael Metcalf, Director of Elections

Date: July 17, 2024

In accordance with §24-30-202 C.R.S., this Grant 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:
Brad Lang
6EEB8B7E1AFE4CC...

By: Brad Lang, Controller & Budget Director, Department of State, OSC Delegate

Date: July 17, 2024

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1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in Exhibit B.

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B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

C. [Intentionally Deleted – Reserved]

D. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

E. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

F. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

G. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

H. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

I. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

J. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

K. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

L. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. US Election Assistance Commission (EAC) is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

M. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

N. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

O. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

P. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

Q. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

R. [Intentionally Deleted – Reserved]

S. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or

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trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

T. [Intentionally Deleted – Reserved]

U. "**Recipient**" means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.

V. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

W. "**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 Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

X. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

Y. "**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.

Z. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

AA. "**Sub-Award**" means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

BB. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

CC. "**Subrecipient**" means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.

DD. [Intentionally Deleted – Reserved]

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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 delivery of the Goods and performance of the Services described in this Grant Award Letter.

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, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. 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. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. 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. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit B (the "Local Match Amount"). Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly

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and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

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7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security

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Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to,

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Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit __ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

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Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

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

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter 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.

C. Entire Understanding

This Grant Award Letter 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 Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

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Any reference in this Grant Award Letter 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 Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, 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.

K. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and

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the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

L. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit C at all times during the term of this Grant.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5) C.R.S.**

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

C. **GOVERNMENTAL IMMUNITY.**

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

D. **INDEPENDENT CONTRACTOR.**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when**

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requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. **COMPLIANCE WITH LAW.**

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. **PROHIBITED TERMS.**

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

H. **SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507 C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

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EXHIBIT A, STATEMENT OF WORK

A. Introduction

To ensure the safety of voters, election judges, and county staff at Voter Service and Polling Centers ("VSPC"s) and 24-hour drop boxes, extra security measures may be needed. Some counties must operate VSPCs in buildings that have aging or outdated accessibility features. And many counties may still be working with miscellaneous older materials and outdated technology which could be upgraded to improve the administration of elections.

Therefore, to assist the administration of Federal elections in the state of Colorado for 2024, the Colorado Department of State ("CDOS") is making Help America Vote Act ("HAVA") funds available to all 64 Colorado Counties for the purpose of improving the administration of Federal elections in 2024.

B. Grantee Eligibility

All Colorado counties are eligible to apply for reimbursement under this grant program for one-time costs associated with the security, accessibility, and availability of VSPCs, drop boxes, and other election locations; and other miscellaneous eligible HAVA expenses used to improve the administration of Federal elections in 2024.

CDOS will fund up to 100% of eligible expenses as determined after review and receipt of all grant applications and subject to all State and Federal fiscal rules and requirements.

C. Costs Eligible for Reimbursement

CDOS will reimburse each eligible county for up to 100% of any one-time costs directly related to the improvement of security, accessibility, and other miscellaneous HAVA eligible costs.

The improvement of **security** at VSPCs and 24-hour drop boxes may include but is not limited to:

- Adding or upgrading locks or key card access to areas where election activities occur.
- Upgrading 24-hour drop box surveillance footage.
- Increasing the performance of surveillance systems
- Hiring additional security personnel at voting locations.
- Increasing or improving county physical security posture
- County network infrastructure improvements
- Domain upgrades to .gov

The improvement of **accessibility** at VSPCs and 24-hour drop boxes may include but is not limited to:

- Installation of ramps at voting locations

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- Parking lot or curb accessibility improvements at voting locations
- Installation of automatic door openers at voting locations
- Costs associated with improved language assistance at VSPCs for voters with limited English proficiency
- Adding handicap parking to polling places to include repaving

Other **miscellaneous HAVA** eligible costs for reimbursement under this grant may include, but are not limited to:

- Any costs that improve the administration of Federal elections in 2024 such as increasing the quantity or quality of existing systems in a way that would improve upon their purpose.
- Voter education materials at VSPCs and drop boxes concerning voting procedures, rights, and technology, such as better and clearer signage directing voters how to vote and their rights concerning voting in Federal elections.
- Costs associated with improving the training of election judges such as acquiring better, or additional, training tools and materials.

Costs that are **NOT** eligible for reimbursement under this grant program include:

- Voting systems components
- Multi-year cost obligations
- Capital projects that will reach across years
- Voter outreach
- Costs associated with voter registration
- Any costs already incurred by the county prior to signing a grant agreement
- Any costs that are, or will be, covered by another grant or reimbursement
- Any costs that will be reimbursed through the statutorily required county reimbursement of costs for conducting the Presidential Primary or General Election
- Any costs that the Department determines, or the Department is informed, are not eligible under federal guidelines or rules for the HAVA program

D. Reimbursement Formula

Grantee will be reimbursed based on the formula and calculated detailed in Exhibit B.

E. Application for Reimbursement

To be eligible for reimbursement under this grant agreement, the grantee must take the following actions:

1. The county must submit a completed grant application with all quotes and estimates for items to be reimbursed under this grant program to Daniel.Pickard@coloradosos.gov.

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YOU MUST HAVE SUBMITTED YOUR GRANT APPLICATION AND ALL QUOTES AND ESTIMATES BY **MAY 31st, 2024**, TO BE ELIGIBLE FOR FUNDING UNDER THIS GRANT.

2. After the grant application deadline, CDOS will review all grant applications to determine eligible items and amounts to be covered under this grant. After initial review of all grant applications if there are remaining funds that can be awarded, CDOS will reopen the application period for counties. And any second-round applications after the initial deadline will be considered and reviewed as they are received on a case-by-case basis.

3. In June, CDOS will begin informing counties that applied for grant award amounts along with grant agreements to be reviewed and signed by the county.

4. To receive a final reimbursement payment, you will need to submit all final invoices, receipts, or proof of payroll for all eligible items under this grant no later than **December 31, 2024**, to Daniel.Pickard@coloradosos.gov

5. Any costs in excess of the maximum amount provided in Exhibit B of this grant agreement require modification of this grant agreement before being incurred by the Grantee.

6. Grantee must retain all invoices and receipts documenting all costs associated with this grant until three years from the Close Out of this grant agreement. Invoices and receipts must be provided to CDOS at any time upon request. In addition, the Grantee shall provide a copy of all records pertaining to the Grant to the State to enable the State to comply with the extended retention period of its grant from the EAC. ***Grantee is solely responsible for retaining documentation proving all eligible expenses were incurred. If Grantee cannot provide documentation upon request or a cost is deemed ineligible, Grantee may be required to return.***

F. Federal Funds

This grant includes federal funds and is a sub-award as defined in §3 of this Grant Award Letter. Grantee acknowledges and accepts that it is a sub-recipient of CDOS's grant from the US Elections Assistance Commission. The Grant Number and Catalog of Federal Domestic Assistance (CFDA) number are provided upon the initial page of this grant agreement document.

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EXHIBIT B, BUDGET

This Exhibit B shows the formula for calculating the maximum reimbursement amount for which the Grantee is eligible under this grant agreement. For grants issued in State Fiscal Year 2023-24 (on or prior to June 30, 2024), any unexpended encumbrance at the end of the fiscal year shall automatically roll forward to State FY 2024-25.

Table 1 – Maximum Grantee Reimbursement Amount Calculation for Security Costs

Item Description	Item Cost	Election Use %	Federal Amount	Local Match Amount	Total
Camera upgrades	$6,386.54	$6,386.54	$4,561.91	$1,824.63	$6,386.54
Trail camera	$499.90	$499.90	$356.44	$142.56	$499.90
Backup generator	$1,559.80	$1,559.80	$1,114.17	$445.63	$1,559.80
Portable speed bump	$756.00	$756.00	$540.01	$215.99	$756.00
Network switch	$36,497.94	$36,497.94	$26,070.48	$10,427.46	$36,497.94
Total Security Amounts			**$32,643.01**	**$13,056.27**	**$45,699.28**

Table 2 – Maximum Grantee Reimbursement Amount Calculation for Accessibility Costs

Item Description	Item Cost	Election Use %	Federal Amount	Local Match Amount	Total
Portable ramp	$208.98	$208.98	$149.27	$59.71	$208.98
Total Accessibility Amounts			**$149.27**	**$59.71**	**$208.98**

Table 3 – Maximum Grantee Reimbursement Amount Calculation for Miscellaneous Costs

Item Description	Item Cost	Election Use %	Federal Amount	Local Match Amount	Total
Drop box upgrades	$12,604.25	$12,604.25	$9,003.22	$3,601.03	$12,604.25
Logo for election judge cars	$311.94	$311.94	$222.82	$89.12	$311.94
Portable lighting	$229.47	$229.47	$163.91	$65.56	$229.47
Yellow reflective vests	$655.80	$655.80	$468.44	$187.36	$655.80
Cell phones for judges	$2,919.96	$2,919.96	$2,085.73	$834.23	$2,919.96
Total Miscellaneous Amounts			**$11,944.12**	**$4,777.30**	**$16,721.42**

Table 4 – Total Maximum Grantee Reimbursement Amount for All Costs

Security		Accessibility		Miscellaneous		Total Local	Total Federal
Federal Amount	Local Match Amount	Federal Amount	Local Match Amount	Federal Amount	Local Match Amount		
$32,643.01	**$13,056.27**	**$149.27**	**$59.71**	**$11,944.12**	**$4,777.30**	**$17,893.28**	**$44,736.40**

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EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2 These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.5. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.6. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

2.1.7. "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

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2.1.8. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.8.2. Is not organized primarily for profit; and

2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.9. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.10. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.11. "Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.12. "Subaward" means an award by a Recipient to a Subrecipient or a Contractor funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.13. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a 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 Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. Subrecipient also means Grantee.

2.1.14. "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.

2.1.15. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

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2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at https://sam.gov/content/home.

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient 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 UNIQUE ENTITY ID REQUIREMENTS.

4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient 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. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. TOTAL COMPENSATION.

5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Subrecipient received:

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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 Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

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 $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by 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. Subrecipient 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 (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization Unique Entity ID;

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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 the criteria in §4 above met.

8.1.2. To Recipient. A Subrecipient shall report to its Recipient, upon the effective date of the Grant, the following data elements:

8.1.2.1. Subrecipient's Unique Entity ID 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 applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

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9.5. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. REQUIRED PROVISIONS FOR SUBRECEPIENT WITH SUBCONTRACTORS.

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12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

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 Subrecipient with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

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15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

STATE OF COLORADO
Department of State
1700 Broadway, Suite 550
Denver, CO 80290

Jena M. Griswold
Secretary of State
Christopher Beall
Deputy Secretary of State

2024 Election Improvement Grant Description

The Colorado Department of State is committed to improving our elections. In 2024, the Department anticipates that Colorado counties will continue to face a variety of challenges in the administration of Federal elections. To ensure the safety of voters, election judges, and county staff at Voter Service and Polling Centers ("VSPC"s) and 24-hour drop boxes, extra security measures may be needed. Some counties must operate VSPCs in buildings that have aging or outdated accessibility features. And many counties may still be working with miscellaneous older materials and outdated technology which could be upgraded to improve the administration of elections.

Therefore, to assist the administration of Federal elections in the state of Colorado for 2024, the Colorado Department of State ("CDOS") is making Help America Vote Act ("HAVA") funds available to all 64 Colorado Counties for the purpose of improving the administration of Federal elections in 2024.

Reimbursement Eligibility

All Colorado counties are eligible to apply for reimbursement under this grant program for one-time costs associated with the security, accessibility, and availability of VSPCs, drop boxes, and other election locations; and other miscellaneous eligible HAVA expenses used to improve the administration of Federal elections in 2024.

CDOS will fund up to 100% of eligible expenses as determined after review and receipt of all grant applications and subject to all State and Federal fiscal rules and requirements.

Costs Eligible for Reimbursement

CDOS will reimburse each eligible county for up to 100% of any **one-time costs** directly related to the improvement of security, accessibility, and other miscellaneous HAVA eligible costs.

The improvement of **security** at VSPCs and 24-hour drop boxes may include but is not limited to:

- Adding or upgrading locks or key card access to areas where election activities occur.
- Upgrading 24-hour drop box surveillance footage.
- Increasing the performance of surveillance systems
- Hiring additional security personnel at voting locations.
- Increasing or improving county physical security posture
- County network infrastructure improvements

- Domain upgrades to .gov

The improvement of **accessibility** at VSPCs and 24-hour drop boxes may include but is not limited to:

- Installation of ramps at voting locations
- Parking lot or curb accessibility improvements at voting locations
- Installation of automatic door openers at voting locations
- Costs associated with improved language assistance at VSPCs for voters with limited English proficiency
- Adding handicap parking to polling places to include repaving

Other **miscellaneous HAVA** eligible costs for reimbursement under this grant may include, but are not limited to:

  - Any costs that **improve** the administration of Federal elections in 2024 such as increasing the quantity or quality of existing systems in a way that would improve upon their purpose.
  - Voter education materials at VSPCs and drop boxes concerning voting procedures, rights, and technology, such as better and clearer signage directing voters how to vote and their rights concerning voting in Federal elections.
  - Costs associated with improving the training of election judges such as acquiring better, or additional, training tools and materials.

Costs that are **NOT** eligible for reimbursement under this grant program include:

- Voting systems components
- Multi-year cost obligations
- Capital projects that will reach across years
- Voter outreach
- Costs associated with voter registration
- Any costs already incurred by the county prior to signing a grant agreement
- Any costs that are, or will be, covered by another grant or reimbursement
- Any costs that will be reimbursed through the statutorily required county reimbursement of costs for conducting the Presidential Primary or General Election
- Any costs that the Department determines, or the Department is informed, are not eligible under federal guidelines or rules for the HAVA program

STATE OF COLORADO
Department of State
1700 Broadway, Suite 550
Denver, CO 80290

Jena M. Griswold
Secretary of State
Christopher Beall
Deputy Secretary of State

Application Process

1. The county must submit a completed grant application with all quotes and estimates for items to be reimbursed under this grant program to Daniel.Pickard@coloradosos.gov.

   YOU MUST SUBMIT YOUR GRANT APPLICATION AND ALL QUOTES AND ESTIMATES BY **MAY 31st, 2024**, TO BE ELIGIBLE FOR FUNDING UNDER THIS GRANT.

2. After the grant application deadline, CDOS will review all grant applications to determine eligible items and amounts to be covered under this grant. After initial review of all grant applications if there are remaining funds that can be awarded, CDOS will reopen the application period for counties. And any second-round applications after the initial deadline will be considered and reviewed as they are received on a case-by-case basis.

3. In June, CDOS will begin informing counties that applied for grant award amounts along with grant agreements to be reviewed and signed by the county.

Final Reimbursement Payment

1. To receive a final reimbursement payment, you will need to submit all final invoices, receipts, or proof of payroll for all eligible items under this grant no later than **December 31, 2024**, to Daniel.Pickard@coloradosos.gov

STATE OF COLORADO
Department of State
1700 Broadway, Suite 550
Denver, CO 80290

Jena M. Griswold
Secretary of State
Judd Choate
Director, Elections Division

2024 HAVA Election Improvement Grant

County Application Information

County: Gunnison

Date of Application Submission: 5/31/24

UEI Number: NSN9FAGKEDJ9

County Point of Contact (*this person will be listed as the County's Principal Representative in the grant agreement*)

Name: Michael Metcalf

Phone: 970-641-7927

Email: mmetcalf@gunnisoncounty.org

Mailing Address: 221 N. Wisconsin St, Ste C, Gunnison, CO 81230

(Reimbursement will be sent to this address)

Signing Authority for Grant Agreement (*please list the name, title, and email address of the individual that will be signing the grant agreement on behalf of the county*)

Name: Matthew Birnie

Official Title: County Manager

Email: mbirnie@gunnisoncounty.org

Provide a brief description of the projects and purchases your county intends to use this grant funding to help support:

American Security Cabinets Quote: Plan is to upgrade/replace aging Dropboxes in several locations. Quote also includes covers to prevent use/damage during non-election time frames.
Amazon Quote: Covers several items to assist with voter/judge security and safety at VSPCs to slow down traffic, mark judges plainly, provide better lighting during winter hours. Accessibility via ramps as needed, trail cameras as an emergency camera replacement at Dropboxes if a system goes down, and generators as a power backup in the event of a extended loss of power. Also vehicle decals to identify judges when driving a vehicle for equipment transport/ballot pickup.
Verkada Quote: These are replacement cameras for elections at the Blackstock location that will have online and offline capability and access, along with panic buttons, facial recognition, and a few other capabilities. Only the highlighted lines are what we are looking for and that total comes to $6,359.54. I understand costs associated with subscriptions is not covered, but the hardware can be.
Verizon Quote: Phone replacement/additional for internal office use and communication with judges and for sending with judges during travel for tracking/communication needs. Many judges do not wish to use their personal phones. The quote is just for the devices, we will of course cover the subscription

Total County Expenditure Information

Amount of security expenses requested for reimbursement: $45,081.12

Amount of accessibility expenses requested for reimbursement: $13,042.70

Amount of other expenses requested for reimbursement: $2,919.96

Total Amount Requested for Reimbursement Under Initial Grant Agreement: $61,043.78

Accounting for Expenditures: You must submit any and all quotes and estimates for expenses that you are requesting a reimbursement for under this grant along with this initial grant application.

DO NOT purchase equipment or contract for services until you have a signed grant agreement under this grant.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Acknowledgment; Coronavirus State and Lo

Action Requested: County Manager Signature

Parties to the Agreement: Behavioral Health Administration (State of Colorado)

Term Begins: 8/31/2023 **Term Ends:** **Grant Contract #:** BHA CYF 24 IBEH 182014

Summary:

HHS requests signature for BHA CYF grant for capital costs for renovating the Blue House. BHA has reimbursed Gunnison County for $15,275 in FY24 for costs. These documents are being required for this funding.

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: 7/19/2024

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

Comments:
This agreement gives the Federal government an interest in the Blue House in perpetuity. If the County changes the use of the prop, takes a loan on the property or sells the property, the Federal government will have to be repaid their proportional share of the value of the property. The grant is in effect a loan and Federal interst in the property must be recorded with the Recorder's Office. Agreement to such terms is a business decision for the Board. Otherwise, legally sufficient. SO 7/18/24.

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/18/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/2/2024

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 8/6/2024

Revised April 2015

Colorado Behavioral Health Administration Guidance: Federal Interest in Real Property Purchased or Improved with American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF)

Federally-funded projects, including projects using State and Local Fiscal Recovery Funds (SLFRF), have specific requirements included in the Code of Federal Regulations (CFR). The CFR and Treasury Final Rule state that property purchased or improved using these funds must continue to be used for the intended grant purpose even after the end of the contract. To help you navigate compliance with this rule, this memo outlines the following topics:

- Technical federal regulation details;
- Instructions and requirements to ensure compliance with regulations; and
- Template for filing a Notice of Federal Interest that indicates federal funds have been used for all or a portion of the property

TECHNICAL FEDERAL REGULATION DETAILS

Eligible Uses of SLFRF Funds

SLFRF funds are restricted to be utilized for their intended grant purpose under their respective expenditure categories listed below.

- **HB22-1281 Behavioral Health-care Continuum Gap Grant Program**
  - Behavioral Health Community Investment Grants
    - Category: Public Health (Expenditure Category 1.14 - Other Public Health Services)
  - Children, Youth, and Family Services Grants
    - Category: Public Health (Expenditure Category 1.14 - Other Public Health Services)
  - Substance Use Workforce Stability Grant Program
    - Category: Aid to Impacted Industries (Expenditure Category 2.36: Aid to Other Impacted Industries)

- **SB22-196 Health Needs Of Persons In Criminal Justice System**
  - Early Intervention, Detection, and Redirection from the Criminal Justice System Grant Program
    - Category: Public Health (Expenditure Category 1.14 - Other Public Health Services)

- **SB22-148 Colorado Land-based Tribe Behavioral Health Services Grant Program**
  - Support to Tribes
    - Category: Public Health (Expenditure Category 1.13 - Substance Use Services)

Subrecipient Requirement under SLFRF
Grant recipients or awardees under SLFRF-funded BHA awards are considered subrecipients. Subrecipients are subject to subrecipient monitoring and reporting requirements and are subject to the regulations under 2 CFR 200 and Treasury Final Rule.

Applying SLFRF funds to the purchase or improvement of Real Property
Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D, unless stated otherwise by the Treasury. Real property is defined per 2 CFR 200.1 as land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

Treasury Final Rule Regarding Eligible Use and Disposition (Final Rule FAQ V July 2023)

> *During the period of performance, a recipient may use property, supplies, or equipment purchased or improved with SLFRF funds for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the eligible use requirements. If a recipient changes the use of an asset to an ineligible use or sells the asset prior to the end of the period of performance, then the recipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315.*
>
> *After the period of performance, the property, supplies, or equipment must be used consistent with the purpose for which it was purchased or improved or for any other eligible purpose in the same category as the purpose reported to Treasury as of the final reporting period…*

Disposition Requirements
Disposition of Real Property must follow the procedures outlined in 2 CFR 200.311(c) (copied below).

> ***Disposition.*** When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:
>
> (1) Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's

percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

(3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

INSTRUCTIONS AND REQUIREMENTS TO ENSURE COMPLIANCE WITH REGULATIONS

Guidance

Due to the above stated requirements for use of real property purchased or improved with SLFRF funds, any real property purchased or improved with SLFRF funds must be used for the intended purpose as included in the contract during the period of performance. After the period of performance, the real property must continue to be used for the original intended purpose or a similar use allowed under the expenditure category as reported to Treasury. If a change occurs outside of those uses, Treasury must be reimbursed. Any change in the intended use of purchased or improved property shall be communicated to BHA to ensure this is an eligible use. If it is determined that the property is no longer used for an eligible use, repayment of the investment will be required in alignment with 2 CFR 200.311(c).

To ensure the eligible use requirements are met and retained with real property purchased or improved under SLFRF grants, BHA requires SLFRF awardees to record a Notice of Federal

Interest with their county recorder's office. This requirement is guided by 2 CFR 200.316 where BHA is the flowthrough entity and subrecipient awardee entities are the non-Federal entity.

Awardees must file the Notice of Federal Interest with their county recorders offices within 30 days of the purchase or improvement and submit to BHA. If the purchase or improvement has already occurred, awardees must file the Notice of Federal Interest within 30 days after receipt of this memo and submit to BHA.

If awardees plan to use grant funds for leasehold improvements, or capital improvements on leased properties, disposition and use rules still apply. Awardees must obtain agreement that their landlord will file a Notice of Federal Interest on the property and demonstrate that a long term lease is in place.

Release of Federal Interest

If the awardee will no longer use the property for the eligible purpose proposed, or another eligible purpose with approval of BHA, BHA will determine if such use by the awardee is an Unauthorized Use of Property which will require repayment for the Federal Interest as provided in 200.311. BHA may release the Federal Interest in connection with the Property only upon receipt of full payment in compensation of the Federal Interest and thereafter will have no further interest in the ownership, use, or Disposition of the Property.

TEMPLATE FOR FILING A NOTICE OF FEDERAL INTEREST

The Notice of Federal Interest template is located here.

COLORADO
Behavioral Health Administration

Letter of Acknowledgement

Subject: Coronavirus State and Local Fiscal Recovery Funds Equipment Maintenance and Disposition Requirements

U.S. Department of Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health, and appropriate and necessary behavioral health equipment purchases are identified as enumerated eligible uses of Coronavirus State and Local Fiscal Recovery Funds (SLFRF).

Prior to purchase of capital equipment, eligible for purchase through existing statement of work and encumbered contract amounts, subrecipients shall obtain Behavioral Health Administration approval to confirm eligibility. Subrecipients agree to use and maintain purchased equipment in accordance with 2 CFR 200.313 - Equipment.

Upon purchase of approved equipment using SLFRF funds, this *Letter of Acknowledgement* shall be attached and returned with the cost reimbursement invoice for reimbursement along with proof of receipt.

Complete the following information:	
Equipment Description	Privacy Fencing
Percent funded from SLFRF Funds	100%
Award Number	24 IBEH 182014
Type of equipment	Wood Picket
Location of the equipment	202 East Georgia St. Gunnison, CO
Award end date	6/30/2025
Acquisition cost	$7472.30
Acquisition date	05/29/2023

Current fair market value	$7472.30

Initial the following to acknowledge use and disposition agreements:

_____ During the period of performance, a subrecipient may use supplies or equipment purchased with SLFRF for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the eligible use requirements.

_____ Equipment purchased during the current period of performance will be utilized for the same, ongoing purposes during the next State fiscal year (‘23-’24) to continue services supported through additional SLFRF.

_____ If a recipient changes the use of an asset to an ineligible use or sells the asset prior to the end of the period of performance, then the recipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315.

_____ After the period of performance, the property, supplies, or equipment must be used consistent with the purpose for which it was purchased or for any other eligible purpose in the same category.

_____ If an asset’s use shifts within the parameters of the eligible purpose, according to the U.S. Department of Treasury, after the period of performance, no repayment would be required.

_____ If an asset’s use shifts outside the parameters of the eligible purpose, according to the U.S. Department of Treasury after the period of performance, then the subrecipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315. Contact BHA Fiscal officials for disposition instructions for items with a per unit fair market value of $5,000 or more at time of disposition.

_____ Recipients are responsible for being able to substantiate their determinations on whether the use of an asset is authorized and maintain a record of that determination in accordance with the requirements set forth in the financial assistance agreement accepted in connection with their award. Subrecipients are not required to seek or obtain the approval of Treasury prior to changing the use within the parameters of the authorized purpose.

Name of Authorizing Official: _____

Title of Authorizing Official: _____

Signature of Authorizing Official: _____

Date: _____

Notice of Federal Interest

On 8/29/2023 the Colorado Behavioral Health Administration awarded agreement number 24 IBEH 182012 utilizing Coronavirus State and Local Fiscal Recovery Funds (SLFRF). The grant provides funds for the RENOVATION of a Behavioral Health facility which is located on the land described below in Gunnison, Colorado.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

The source funding for this grant includes conditions on use of the aforementioned property and provides for a continuing Federal interest in the property. Specifically, the property may not be (1) used for any purpose inconsistent with the statute of any program regulations governing the award under which the property was acquired or improved; (2) mortgaged or otherwise used as collateral without the written permission of the Chief Financial Officer, Behavioral Health Administration; or (3) sold or transferred to another party without the written permission of the Chief Financial Officer, Behavioral Health Administration. These conditions are in accordance with Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule, Title 2 CFR part 200, BHA policy guidance, and award terms and conditions.

These grant conditions and requirements cannot be nullified or voided through a transfer of ownership. Therefore, advance notice of any proposed change in usage or ownership must be provided to the Chief Financial Officer, Behavioral Health Administration.

PROPERTY OWNER

By: _____Gunnison County_____
TITLE

Date:_____

STATE OF COLORADO
Gunnison County

On this ____ day of [MONTH], [YEAR], before me, the undersigned, a Notary Public for the State of Colorado at Large, personally appeared before me and is known to be the person who executed this instrument on behalf of [PROPERTY OWNER], and acknowledged to me that they executed the same as the free act and deed of said Corporation.

Witness my hand and official seal.

_____
Notary Public
My Commission Expires:_____

EXHIBIT "A"

[INSERT LEGAL DESCRIPTION]

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v.4.09

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

CMS #: 24 IBEH 182014	**eClearance#:** 2307044
State Agency Colorado Department of Human Services Behavioral Health Administration	**Contractor** Gunnison County Contractor's State of Incorporation: Colorado
Contract Maximum Amount Initial Term State Fiscal Year 2024 $232,486.00 Extension Terms None Maximum Amount for All Fiscal Years $232,486.00	**Contract Performance Beginning Date** The later of the Effective Date or July 1, 2023 **Initial Contract Expiration Date** June 30, 2024 Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 4 Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: American Rescue Plan Act - C.F.D.A. 21.027	**Options** The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in §10: Worker's Compensation: Yes General Liability: Yes Automobile Liability: **Yes** Protected Information: **Yes** Professional Liability Insurance: **Yes** Cyber/Net. Security-Privacy Liability Insurance: **No** Crime Insurance: **No**	**Miscellaneous** Authority to enter into this Contract exists in: C.R.S. §27-60-502. Law-Specified Vendor Statute (if any): N/A Procurement Method: Request for Proposals (RFP) Solicitation Number (if any): RFP 20230000171
State Representative Summer Gathercole, Deputy Commissioner of Operations, Behavioral Health Administration 710 Ash Street C140, Denver, CO 80246 303-866-2354 | summer.gathercole@state.co.us	**Contractor Representative** Margaret Wacker, Community Health Manager Gunnison County 200 E. Virginia Avenue, Gunnison, CO 81230 970-641-7913| mwacker@gunnisoncounty.org

Exhibits
The following Exhibits are attached and incorporated into this Contract:
Exhibit A - Statement of Work
Exhibit B - Budget
Exhibit C - Miscellaneous Provisions
Exhibit D - HIPAA Business Associates Addendum / QSOA
Exhibit E - Supplemental Provisions for Federal Awards
Exhibit F - SLFRF Subrecipient Provisions

Contract Purpose
To establish/expand services to address local behavioral health needs along continuum of care, including services for children, youth, and families with severe needs.

Signature Page Begins On Next Page

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR Gunnison County DocuSigned by: D907287707 9D4CD... By: Jonathan Houck, Chair of the BOCC Date: 8/24/2023	**STATE OF COLORADO** Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director DocuSigned by: Michelle Barnes 44E9E443866A493... By: Michelle Barnes Executive Director, Colorado Department of Human Servic Behavioral Health Administration Date: 8/28/2023
2nd State or Contractor Signature if Needed By: Name & Title of Person Signing for Signatory Date:	**LEGAL REVIEW** Philip J. Weiser, Attorney General By: Assistant Attorney General Date:

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Toni Williamson
D2A31DEB619C418...
By:
Andrea Eurich/Toni Williamson

Effective Date: 8/29/2023

-- Signature and Cover Pages End --

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the Department of Human Services (the "State" or "CDHS"). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension" or "Holdover"), regardless of whether additional Extension Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for Breach of Contract by Contractor, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Breach of Contract" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays as listed in §24-11-101(1) C.R.S.

C. "Chief Procurement Officer" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

D. "CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.

E. "Contract" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.

F. "Contract Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

G. "CORA" means the Colorado Open Records Act, §§24-72-200.1 et. seq., C.R.S.

H. "Deliverable" means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's Work that is intended to be delivered to the State by the Contractor.

I. "Effective Date" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.

J. "End of Term Extension" means the time period defined in §2.D.

K. "Exhibits" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

L. "Extension Term" means the time period defined in §2.C.

M. "Goods" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

N. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§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.

O. "Initial Term" means the time period defined in §2.B.

P. "Party" means the State or Contractor, and "Parties" means both the State and Contractor.

Q. "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

R. "PHI" means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

S.. "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth in § 24-72-102, et. Seq., C.R.S.

T. "Services" means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

U. "State Confidential Information" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, Educational Records, Substance Use Disorder Information, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

V. "State Fiscal Rules" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

W. "State Fiscal Year" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

X. "State Records" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

Y. "Subcontractor" means any third-parties engaged by Contractor to aid in performance of the Work.

Z. "Tax Information" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

AA. "Work" means the Goods delivered and Services performed pursuant to this Contract.

BB. "Work Product" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

v. Option to Increase Maximum Amount

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

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than five Business Days following the end of each calendar quarter.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages for this Contract.

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

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform

such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date three years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State, the federal government, and any duly authorized agent of a governmental entity, to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 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 Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Contractor 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. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or

destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

IF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS WILL OR MAY RECEIVE PII UNDER THIS CONTRACT, CONTRACTOR SHALL PROVIDE FOR THE SECURITY OF SUCH PII, IN A MANNER AND FORM ACCEPTABLE TO THE STATE, INCLUDING, WITHOUT LIMITATION, STATE NON-DISCLOSURE REQUIREMENTS, USE OF APPROPRIATE TECHNOLOGY, SECURITY PRACTICES, COMPUTER ACCESS SECURITY, DATA ACCESS SECURITY, DATA STORAGE ENCRYPTION, DATA TRANSMISSION ENCRYPTION, SECURITY INSPECTIONS, AND AUDITS. CONTRACTOR SHALL BE A "THIRD-PARTY SERVICE PROVIDER" AS DEFINED IN §24-73-103(1)(I), C.R.S. AND SHALL MAINTAIN SECURITY PROCEDURES AND PRACTICES CONSISTENT WITH §§24-73-101 ET SEQ., C.R.S. IN ADDITION, AS SET FORTH IN § 24-74-102, ET. SEQ., C.R.S., CONTRACTOR, INCLUDING, BUT NOT

LIMITED TO, CONTRACTOR'S EMPLOYEES, AGENTS AND SUBCONTRACTORS, AGREES NOT TO SHARE ANY PII WITH ANY THIRD PARTIES FOR THE PURPOSE OF INVESTIGATING FOR, PARTICIPATING IN, COOPERATING WITH, OR ASSISTING WITH FEDERAL IMMIGRATION ENFORCEMENT. IF CONTRACTOR IS GIVEN DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII, CONTRACTOR SHALL EXECUTE, ON BEHALF OF ITSELF AND ITS EMPLOYEES, THE CERTIFICATION DESCRIBED IN SECTION 21 BELOW ON AN ANNUAL BASIS CONTRACTOR'S DUTY AND OBLIGATION TO CERTIFY AS SET FORTH IN SECTION 21 BELOW SHALL CONTINUE AS LONG AS CONTRACTOR HAS DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII. IF CONTRACTOR USES ANY SUBCONTRACTORS TO PERFORM SERVICES REQUIRING DIRECT ACCESS TO STATE DATABASES CONTAINING PII, THE CONTRACTOR SHALL REQUIRE SUCH SUBCONTRACTORS TO EXECUTE AND DELIVER THE CERTIFICATION TO THE STATE ON AN ANNUAL BASIS, SO LONG AS THE SUBCONTRACTOR HAS ACCESS TO STATE DATABASES CONTAINING PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

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

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law,

confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Contractor shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Contractor shall maintain limits of not less than $100,000.

E. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

H. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

I. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Contractor or the State.

J. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within seven days of Contractor's receipt of such notice.

K. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

L. Public Entities

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

M. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than

15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Contract

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable

and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

14. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by

the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire. Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, 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 Contractor are the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Contract; (ii) obtained by the State from the

applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

18. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §18.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Contract using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Order of Precedence

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

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

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

M. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

N. Survival of Certain Contract Terms

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

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq. C.R.S.

(Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §18.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

Q. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

R. CORA Disclosure

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

S. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

T. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

U. Indemnification

i. Applicability

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

ii. General Indemnification

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

iii. Confidential Information Indemnification

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

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor's subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

V. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*,

C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the Governor's Office Of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, *et seq*., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

iii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

W. Other

i. Compliance with State and Federal Law, Regulations, & Executive Orders

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

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

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

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

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

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

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

between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

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

B. Emergency Planning

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

C. Restrictions on Public Benefits

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

D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any other identity.

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

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

E. Criminal Background Check

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

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

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

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

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

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

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

21. THIRD PARTY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S, if Contractor is to be granted access to Personal Identifying Information through a database or automated network that is not publicly available information, Contractor certifies, and will certify annually, under penalty of perjury that Contractor has not and

will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

If Contractor's agents, employees, assigns or Subcontractors require certification pursuant to § 24-74-105, C.R.S., Contractor shall require annually that its agents, employees, assigns or Subcontractors sign and date the following certifications as applicable, which shall be made available to the State upon request:

> **For an individual:** *Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*
>
> **For and entity/organization:** *Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*
>
> *I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.*

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

SAMPLE OPTION LETTER (IF APPLICABLE)

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** Month Day, Year **Current Contract Expiration Date** Month Day, Year

1. OPTIONS:

A. Option to extend for an Extension Term
B. Option to change the quantity of Goods under the Contract
C. Option to change the quantity of Services under the Contract
D. Option to modify Contract rates
E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

A. For use with Option 1(A): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. For use with Options 1(B and C): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. For use with Option 1(D): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. For use with Option 1€: In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. For use with all Options that modify the Contract Maximum Amount: The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE SAMPLE ONLY – DO NOT SIGN By: Name & Title of Person Signing for Agency or IHE Date: SAMPLE ONLY – DO NOT SIGN	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** SAMPLE ONLY – DO NOT SIGN Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: SAMPLE ONLY – DO NOT SIGN

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Exhibit A - Statement of Work
Children, Youth, and Family Behavioral Health Services Grants

Article 1
Purpose and Target Population

1.1 **Purpose**

In accordance with 27-60-502, C.R.S., the Behavioral Health Administration (BHA) awards grants to local governments, community-based organizations, federally-recognized Indian tribes, local collaborative management programs, local juvenile services planning committees, and nonprofit organizations for programs and services along the behavioral health care continuum in areas of highest need and to address gaps in services, including children-oriented, youth- oriented, and family-oriented behavioral health care services. The purpose of the grant program is to expand or implement services that have been identified as gaps in Child, Youth, and Family (CYF)-oriented behavioral health care and to improve outcomes for individuals served.

1.2 **Target Population**

The target population includes persons eighteen (18) years of age or younger and their families and persons twenty-one (21) years of age or younger who are receiving special education services and their families pursuant to Part 1 of Article 20 of Title 22 s who have behavioral health problems, including parent-child dyads, with acute, complex, and/or severe conditions and needs.

Article 2
Definitions and Acronyms

Administrative Services Organizations (ASO) are organizations contracted by the Behavioral Health Administration to administer and manage regional behavioral health crisis services.

Behavioral Health Administration (BHA) means the Behavioral Health Administration established in section 27-60-203.

Behavioral Health Administrative Services Region means a Behavioral Health Administrative Services Region designated by the BHA Commissioner after consultation with the Department of Health Care Policy and Financing and consideration of the regional structure that serves the Medicaid population.

Behavioral Health-Care Services Assessment Tool means the assessment tool described in section 27-60-502 (1)(c) developed by the BHA to identify regional gaps in behavioral health-care services.

Care Access Point means a location at which a person seeking behavioral health care can receive care coordination.

Community-Based Organization means a nonprofit or for-profit organization that provides behavioral health-care services.

Grant Program means the community behavioral health-care continuum gap grant program established in C.R.S 27-60-502.

Local Education Provider means a school district, a charter school authorized pursuant to part 1 of article 30.5 of Title 22, and Institute charter school authorized pursuant to part 5 of Article 30.5 of title 22, or a Board of Cooperative Services as defined in C.R.S. 22-5-103.

Local Government means a county, municipality, city and county, or local education provider.

Managed Services Organizations (MSO) are organizations designated and contracted by the Behavioral Health Administration to administer and manage a full continuum of SUD prevention, intervention, treatment, recovery, and harm reduction services on a regional basis.

Nonprofit Organization means an organization that is exempt from taxation under Section 501 (c)(3) of the federal "Internal Revenue Code of 1986, as amended.

Regional Accountability Entity (RAE) are organizations in Health First Colorado, Colorado's Medicaid program. They are responsible for coordinating members' care, ensuring they are connected with primary and behavioral health care, and developing regional strategies to serve Colorado Medicaid members.

Statement of Work **(SOW)**

State Court Administrator's Office **(SCAO)**

Article 3
Objectives of Grant

3.1 The Contractor shall provide one or more of the following services related to the following grant objectives outlined below.

a. To expand Child, Youth, and Family (CYF) oriented behavioral health care services.
b. To address identified local behavioral health needs; to establish care access points in each behavioral health administrative services region.
c. To provide care navigation and coordination services.
d. To expand evidence-based or evidence-informed behavioral health treatment, including substance use disorder treatment;

e. To provide intensive outpatient services, including high-fidelity wraparound, youth mobile response, and expanded caregiver interventions.
f. And to fund capital expenditures related to providing the above treatment services.

Article 4
Roles & Responsibilities

4.1 The Grant Application submitted in the RFA shall also serve as a work plan to be used with this SOW and followed upon execution of the contract to monitor the grant project performance The activities and services identified in the Grant Application/ work plan are incorporated into this Contract by reference.

4.2 Contractor will be expected to have the capacity to operationalize the State's contract at signing and implement delivery of services within sixty (60) days of contract execution.

4.3 Contractor shall maintain clear communication with regards to progress on the submitted Grant Application Template Work Plan.

4.4 Contractor shall work with providers to identify ongoing payer sources for these services, to include Medicaid, Medicare, Third-party insurance, etc.

4.5 Contractor shall ensure that any program funded by the grant must comply with the federal "Americans with Disabilities Act of 1990" and serve individuals with a disability, regardless of primary diagnosis, co-occurring conditions, if the individual requires assistance with activities of daily living.

4.6 Contractor shall use the CLAS Standards (https://thinkculturalhealth.hhs.gov/) to help the organization and programs take into account cultural health beliefs, preferred languages, health literacy levels, and communication needs.

4.7 Services shall be provided in English and Spanish.

4.8 Period of Performance

a. Overall grant deadline to expend all funds December 30, 2024. However, renewal of contract is subject to approval by the Program Manager for each state fiscal year as funding allows and compliance to contract performance.
b. State fiscal years end June 30. New fiscal years begin July 1 in which a new contract will be issued (as funding and contract compliance allow) under guidance and direction of the Program Manager.

4.9 **Annual Report.** Contractor shall submit an annual report by June 15, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us.

4.10 **Final Report.** Contractor shall submit an annual report by December 15, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us

Article 5
Reporting, Deliverables, & Due Dates

5.1 Criteria for Acceptance of Deliverables

a. The BHA will review the Contractor's deliverables in accordance with all specifications stated in this SOW and the Grant Application work plan. Deliverables and overall performance will be monitored, tracked, inspected, and accepted or rejected by the Program Manager and designated State personnel.
b. The acceptance of deliverables and satisfactory work performance required herein shall be based on the timeliness, accuracy, and standards as specified in the requirements of this statement of work and the Grant Application work plan.
c. Invoice payment is contingent upon timely receipt and approval of required program and fiscal deliverables. Missed or incomplete deliverables will result in an immediate withhold of payment until deliverables are submitted and accepted by the program.

5.2 When submitting reports please briefly describe the metrics you are using for the Reports and Deliverables to demonstrate the impact of your grant on the populations you serve. This may include the specific data points, tools, process, and frequency with which data will be collected and reported.

5.3 **Deliverables Table**

Deadline	***Article Where Assigned***	***Activity***
Within ten (10) days following each quarter ended September, December, March, and June	**SOW, Article 6.1**	SLFRF Quarterly Report on a template provided by the BHA.
June 15, 2024	**SOW, Article 4.9**	Annual Report
December 15, 2024	**SOW, Article 4.10**	Final Report
Method of Report Delivery (emailed to cdhs_BHAdeliverables@state.co.us		

*****_Deadlines occurring after June 30, 2024, are contingent upon contract renewal._

******_Deliverables can be changed administratively._

Article 6
Performance Outcome Measures

6.1 Contractor shall measure the metrics identified in the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Subrecipient Quarterly Report, as may be amended, on a template to be distributed by the BHA. The SLFRF Subrecipient Quarterly Report is due to cdhs_BHAdeliverables@state.co.us 10 days following the end of each quarter.

Article 7
Capital Project Requirements

7.1 If making capital purchases, the Contractor shall track and be able to identify grant-purchased capital assets separate from their own non-grant related capital assets. The Contractor is required to contact and confirm with the BHA in any circumstance where they intend to dispose of the asset(s).

a. Contractor may obtain, or renovate a facility to house the programming, or purchase capital assets under this grant if included in the approved budget.
b. For capital projects or investments exceeding $50,000, Contractor shall draft a capital investment work plan and detailed budget for the expansion or renovation project identifying timelines, necessary zoning, licensing, fire safety, and budgetary execution milestones due 30 calendar days after contract / amendment execution initiating this work by email to cdhs_BHAdeliverables@state.co.us.
c. Contractor shall coordinate monthly progress calls with the BHA Program Manager regarding the project management timeline and any barriers to completing the project on-time.
d. Contractor shall notify BHA Program Manager when the capital project is delayed from the agreed upon project work plan. Contractor must receive approval for initiating next steps with a delayed project work plan. Contract must also revise and receive approval for the work plan to accommodate the change in schedule.
e. Contractor agrees to allow BHA to conduct site visits as necessary.
f. At the end of each state fiscal year, and at final closeout, the contractor shall provide a property inventory report, in a format provided by BHA, within 30 days by email to cdhs_BHAdeliverables@state.co.us.
g. Contractor shall provide proof of acceptance and/or operability of the capital investment prior to receipt of final payment for capital item.
h. During the period of performance, a subrecipient may use property, supplies, or equipment purchased with SLFRF for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the eligible use requirements.
i. If a recipient changes the use of an asset to an ineligible use or sells the asset prior to the end of the period of performance, then the recipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315.

j. After the period of performance, the property, supplies, or equipment must be used consistent with the purpose for which it was purchased or for any other eligible purpose in the same category.
k. If an asset's use shifts within the parameters of the eligible purpose, according to the U.S. Department of Treasury, after the period of performance, no repayment would be required.
l. If an asset's use shifts outside the parameters of the eligible purpose, according to the U.S. Department of Treasury after the period of performance, then the subrecipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315. Contact BHA Fiscal officials for disposition instructions for items with a per unit fair market value of $5,000 or more at time of disposition.
m. Recipients are responsible for being able to substantiate their determinations on whether the use of an asset is authorized and maintain a record of that determination in accordance with the requirements set forth in the financial assistance agreement accepted in connection with their award. Subrecipients are not required to seek or obtain the approval of Treasury prior to changing the use within the parameters of the authorized purpose.
n. The Contractor shall maintain property records for the duration of the award and at minimum three (3) years after final report which at a minimum include:
    i. a description of the property
    ii. a serial number or other identification number
    iii. the source of funding for the property (including the FAIN)
    iv. who holds title
    v. the acquisition date(s)
    vi. cost of the property
    vii. percentage of Federal participation in the project costs for the Federal award under which the property was acquired.
    viii. the location, use and condition of the property.
    ix. Any ultimate disposition data including the date of disposal and sale price of the property.

COLORADO
Behavioral Health Administration

EXHIBIT B, FY24 ANNUAL BUDGET

Capacity Budget Template

BHA Program	Children, Youth, Family Services Grants, HB22-1281

Contact Information

Agency Name	Gunnison County	**Program Contact Name, Title**	Margaret Wacker, Community Health Manager
		Phone	970-641-7913
		Email	mwacker@gunnisoncounty.org
Budget Period	**07/01/2023 - 06/30/2024**	**Fiscal Contract Name, Title**	Jody Wise, Accountant
		Phone	970-641-7679
		Email	jwise@gunnisoncounty.org
Project Name	Gunnison County Child, Youth, and Family Behavioral Health Project	**Date Completed**	6/9/2023

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

EXPENDITURE CATEGORIES

Personnel Services: Salary/Benefits					**Annual Budget**
Position Title	**Description of Work**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total Amount Requested from BHA**
					$ -
Personnel Services-Hourly Employees					**Annual Budget**
Position Title	**Description of Work**	**Hourly Wage**	**Hourly Fringe**	**Hours on Project**	**Total Amount Requested from BHA**
Community Health Manager	Provides staff supervision, initiates contracts, and overall grant management.	$ 48.00	$15.00	208.00	$ 13,104.00
Health Navigator - Bilingual	Provides navigation services for whole person health.	$ 27.00	$4.00	1040.00	$ 32,236.15
Family Navigator	Provides navigation services for whole person health.	$ 27.81	$4.92	520.00	$ 17,019.60
Navigator Network Coordinator	Coordinates network of local health navigators to increase access of services.	$ 26.47	$8.00	520.00	$ 17,924.92
Parents As Teachers Coordinator	Coordinates and provides PAT services.	$ 26.47	$13.00	520.00	$ 20,524.92
Parents As Teachers Bilingual Facilitator	Provides bilingual PAT services.	$ 26.00	$3.65	520.00	$ 15,418.00
					$ -
				Total Personnel Services (including fringe benefits)	**$ 116,227.59**
Client Costs					**Annual Budget**
Item	**Description of Item**		**Rate**	**Quantity**	**Requested from BHA**
					$ -
				Total Client Costs	**$ -**

Contract/Consultants Services (Subawards & Subcontracts)				Annual Budget
Name	**Description of Work**	**Rate**	**Quantity**	**Requested from BHA**
TBD	Psycho-education sessions for adolescents and families.	$ 80.00	80	$ 6,400.00
Crested Butte State of Mind	Navigation and Counseling Services	$ 170.00	100	$ 17,000.00
Gunnison RE1J School District	Newcomer Navigation Services	$ 4,800.00	12	$ 57,600.00
				$ -
			Total Contract Services	**$ 81,000.00**

Occupancy				Annual Budget
Item	**Description of Item**	**Rate**	**Quantity**	**Requested from BHA**
				$ -
			Total Occupancy	**$ -**

Operating				Annual Budget
Item	**Description of Item**	**Rate**	**Quantity**	**Requested from**
Computer and Phone Costs	Computer/IT costs for 1.5FTE is $375/month, phone costs are $150/month.	$ 525.00	12	$ 6,300.00
Meeting Costs	$150/meeting for Network Meetings and Training Meetings	$ 150.00	15	$ 2,250.00
				$ -
			Total Operating	**$ 8,550.00**

Depreciation/Amortization		Annual Budget
Item	**Description of Item**	**Total Amount Requested from BHA**
	Total Depreciation/Amortization	**$ -**

Professional Fees				Annual Budget
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
				$ -
			Total Professional Fees	**$ -**

Capital Costs				Annual Budget
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
Renovations	Renovations at Gunnison County Family Serving buildings to increase	$ 2,500.00	10	$ 25,000.00
				$ -
			Total Capital Costs	**$ 25,000.00**

TOTAL DIRECT COSTS (TDC)	**$ 230,777.59**
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200	
Subaward in excess of $25,000	$ 32,000.00
Rent	$ -
Equipment (over $5000)	$ -
Other Unallowable Expenses (not allowed a direct cost) such as land, real estate purchase, etc.	$ 25,000.00
Total Expenses per OMB 2CFR § 200	**$ 57,000.00**
MODIFIED TOTAL DIRECT COSTS (MTDC)	**$ 173,777.59**

Indirect Costs			Annual Budget
Item	**Description of Item**	**Percentage**	**Requested from BHA**
Indirect Costs	10% Indirect Rate for Gunnison County	10%	$ 17,377.76
		Total Indirect	$ 17,377.76

Grand Total Expenses	**$**	**248,155.00**

Match Requirement Chart: Size of Organization & Award amount

Match Requirement	Organization Annual Budget Size	Requirement on grant award
large org.	$20,000,000 or more	5%
small	less than $20,000,000	2.5%
Award of $50,000 or less	any size	0%

SELECT YOUR MATCH AMOUNT
5.0%

MATCH AMOUNT REQUIRED	**$**	**12,407.75**

Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds

Revenue Offset	Annual Budget
Client Services	
Medicaid Fee for Service Cash	$ -
Medicaid Capitation Encounters	$ -
valued at the Cost Per Unit of Service per unit Cost Report of Negotiated Rates received from Regional Accountable	$ -
BHA Indigent Encounters**	$ -
3rd Party Insurance Cash Receipts	$ -
Medicare Cash	$ -
Self-Pay/Client Fees	$ -
Cash from other Sources: (Specify below)	$ -
	$ -
	$ -
Total Client Services	$ -
**The rate that your entity is receiving must be used to offset costs in this area*	
***Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount*	
Matching Funds	
Contracts and Grants	
Non-Governmental Contracts	$ -
Other State Revenue/Accrual	$ -
Federal Grant Funds/Accrual	
Local Funds/Accrual	$ -
Private Grant Funds/Accrual	
Public Support	$ -
Private Support	$ -
In-Kind Donations	$ 15,669.00
	$ -
Other Funds (Specify below)	$ -
	$ -
	$ -
Total Contracts and Grants	$ 15,669.00
Grand Total Revenue Offset	$ 15,669.00
Net Cost	**$ 232,486.00**

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

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Exhibit C
Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

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D. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (http://www.colorado.gov/ladders) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

F. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. The Contractor shall comply with all the provisions and requirements of RFP 2023*171.

H. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency ("Continuity of Operations Plan" or "Plan").
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
    a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such

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that normal operations may be resumed.

b. Contractor and BHA will agree in writing when the emergency is sufficiently resolved and agree to a closeout period that is four weeks or less.
c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

I. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (https://thinkculturalhealth.hhs.gov) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_BHAdeliverables@state.co.us by August 31 annually:
    a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
    b. Submit a completed CLAS checklist that follows this HHS format: https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf

J. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

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K. Monitoring Requirements

If the Contractor is a subrecipient of federal funds, the Contractor shall comply with monitoring requirements indicated by the Contractor's risk level determined by the subrecipient risk assessment form completed by Contractor, which may include but are not limited to:

- Monthly/quarterly monitoring calls
- Invoice supporting documentation - e.g., timesheets, logs of travel, or wraparound service costs.
- Routine programmatic reports
- Technical assistance and training
- Site visits

II. Use of Subcontracts.

A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.

B. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.

C. Any subcontract for services must include, at a minimum, the following:

1. A description of each partner's participation
2. Responsibilities to the program (policy and/or operational)
3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
4. A copy of this Contract and all its terms and conditions.

D. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_BHAdeliverables@state.co.us within 30 days of subcontract execution.

E. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.

F. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

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III. Financial Requirements

A. Funding Sources
The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget." If federal grant dollars,** the Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Program Income
Program income generated through grant funded programs are additive funding that must be utilized for a consistent purpose as outlined in 2 CFR 200.307(e)(2). If Contractor charges and receives fees for services, or otherwise receives income associated with the sponsored program, this is considered program income and is required to be tracked and managed in accordance with the conditions of the award.

C. Budget Reallocations
1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

D. Payment Terms
1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA. Contractor shall comply with the invoicing instructions contained within the invoice template.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.

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EXHIBIT D
HIPAA BUSINESS ASSOCIATE / 42 PART 2 QUALIFIED SERVICE ORGANIZATION AGREEMENT

This HIPAA Business Associate/42 Part 2 Qualified Service Organization Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

1. PURPOSE

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

2. DEFINITIONS

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

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

a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103 and, and shall refer to Contractor.

b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.

c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;

B. the person notifies Business Associate of any Breach involving PHI of which it is aware.

iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

d. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

e. Impermissible Uses and Disclosures.

i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

f. Business Associate's Subcontractors.

i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

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ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

g. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at https://oit.colorado.gov/standards-policies-guides/technical-standards-policies.

h. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

i. Amendment of PHI.

i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

j. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

k. Restrictions and Confidential Communications.

i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or

B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.

ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

l. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

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m. Audit, Inspection and Enforcement.

i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

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

n. Appropriate Safeguards.

i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.

ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.

iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.

iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

o. Safeguard During Transmission.

i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

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

i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is

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required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

q. Business Associate's Insurance and Notification Costs.

i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:

A. loss of PHI data;

B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and

C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).

iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.

iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

r. Subcontractors and Breaches.

i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

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ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

s. Data Ownership.

i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

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

4. OBLIGATIONS OF COVERED ENTITY

a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes.

i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.

ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

a. Breach.

i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.

ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

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b. Effect of Termination.

i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.

ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

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

7. LIMITATION OF LIABILITY

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

8. DISCLAIMER

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

9. CERTIFICATION

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

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10. AMENDMENT

a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.

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

iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may

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include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

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

13. SURVIVAL

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

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APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

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

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

1. PURPOSE

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

2. ADDITIONAL TERMS

a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

    i. Reserved.

b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

    i. Reserved.

c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

    i. Reserved.

d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

    i. Reserved.

e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

    i. Reserved.

    ii. The Associate:
        A. Acknowledges this agreement qualifies as a Qualified Service Organization Addendum as the agreement is between a Substance Abuse Program ("Program") and a Qualified Service Organization as defined by 42 C.F.R. Part 2.

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B. Acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any information received from the Program identifying or otherwise relating to the patient in the Program ("protected information"), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2. Protected information encompasses protected health information ("PHI") and references to PHI shall be understood to include protected information.
C. Agrees to resist any efforts in judicial proceeding to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse patient Records, 42 C.F.R. Part 2.
D. Agrees that if the Associate enters into a contract with any agent or subcontractor, the agent or subcontractor will agree to comply with 42 C.F.R Part 2.
E. Agrees to ensure that any agent or subcontractor to whom the Associate provides protected information received from the Program, or creates or receives on behalf of the Program, agrees to the same restrictions and conditions that apply through this agreement to the Associate with respect to such information.
F. Agrees that redisclosure of protected information is prohibited unless permitted by 42 C.F.R. Part 2.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement.

i. Reserved.

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EXHIBIT E - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1) Federal Award Identification
   i. Subrecipient: **Gunnison County**
   ii. Subrecipient Unique Entity ID number: **NSN9FAGKEDJ9**.
   iii. The Federal Award Identification Number (FAIN) is **SLFRP0126**.
   iv. The Federal award date is **May 18, 2021.**
   v. The subaward period of performance start date is **July 1, 2023,** and end date is **June 30, 2024.**
   vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY24 ARPA	**$232,486.00**	**$232,486.00**	**$232,486.00**

   vii. Federal award project description: **To establish/expand services to address local behavioral Health needs along continuum of care, including services for Children, Youth, and Families with severe needs.**
   viii. The name of the Federal awarding agency is **U.S. Department of Treasury**; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS).
   ix. The Catalog of Federal Domestic Assistance (CFDA) number is **21.027**, name is **Coronavirus State and Local Fiscal Recovery Funds,** and dollar amount is **$3,828,761,790**.
   x. This award **not** for research & development.

xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.

2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E and Exhibit F.**

3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E and Exhibit F.**

4) Subrecipient's approved indirect cost rate is **10 %**.

5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.

6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **N/A**.

7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **90** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) Matching Funds

If a box below is checked, the accompanying provision applies.

i. ☐ Subrecipient is not required to provide matching funds.

ii. X Subrecipient shall provide matching funds as stated in **Exhibit B**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDHS that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

1. DEFINITIONS.

1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

1.1.1. "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

1.1.1.2. Award ***does not*** include:

1.1.1.2.1. Technical assistance, which provides services in lieu of money;

1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

1.1.1.2.3. Any award classified for security purposes; or

1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.1.2. "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.

1.1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.1.4. "Unique Entity ID number" or "UEI" is the Unique Entity ID number established by the federal government in the Unique Entity ID System to uniquely identify a business entity. For more, see: www.sam.gov.

1.1.5. "Entity" means:

1.1.5.1. If the source of funding is a Grant:

1.1.5.1.1. a Non-Federal Entity;

1.1.5.1.2. a foreign public entity;

1.1.5.1.3. a foreign organization;

1.1.5.1.4. a non-profit organization;

1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);

1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).

1.1.5.2. If the source of funding is not a Grant:

1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;

1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;

1.1.5.3. a foreign public entity;

1.1.5.4. a domestic or foreign non-profit organization;

1.1.5.5. a domestic or foreign for-profit organization; and

1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.1.6. "Executive" means an officer, managing partner or any other employee in a management position.

1.1.7. If the source of funding is a Grant, "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

1.1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.1.9. "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1.1.10. If the source of funding is a Grant, "Grant" as used herein is the Contract to which these Federal Provisions are attached.

1.1.11. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.

1.1.12. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

1.1.13. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

1.1.13.2. Is not organized primarily for profit; and

1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

1.1.14. "OMB" means the Executive Office of the President, Office of Management and Budget.

1.1.15. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

1.1.16. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

1.1.18. "Subrecipient" or, if the source of funding is a Grant, "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

1.1.19. "Subrecipient Parent UEI Number" means the subrecipient parent organization's 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.1.20. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.1.21. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:

1.1.21.1. Salary and bonus;

1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

1.1.21.4. Change in present value of defined benefit and actuarial pension plans;

1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;

1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.1.22. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.

1.1.23. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.1.24. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

2.1. Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2. UEI. Contractor/Grantee shall provide its UEI number to its Prime Recipient, and shall update Contractor's/Grantee's information in www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. TOTAL COMPENSATION.

4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1.1. The total Federal funding authorized to date under the Award is $30,000 or more if the source of funding is a Grant, or otherwise $25,000 or more if the source of funding is not a Grant; and

4.1.2. In the preceding fiscal year, Contractor/Grantee received:

4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

4.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. REPORTING.

5.1. If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

6.3. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

7.1.1.1. Subrecipient UEI Number;

7.1.1.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;

7.1.1.3. Subrecipient parent's organization UEI Number;

7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;

7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:

7.1.2.1. Subrecipient's UEI Number as registered in SAM.

7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

8.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. ACCESS TO RECORDS.

9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. SINGLE AUDIT REQUIREMENTS.

10.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

10.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.

11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

12.1. Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

13. EXEMPTIONS.

13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

13.2. A Contractor/Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14. EVENT OF DEFAULT AND TERMINATION.

14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.

14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

EXHIBIT F - SLFRF SUBRECIPIENT PROVISIONS (CDHS)

This Exhibit and the Appendices hereto apply regarding the use of State and Local Fiscal Recovery Funds (SLFRF) to comply with requirements established by the U.S. Department of Treasury and the Colorado Department of Personnel & Administration, Office of the State Controller re the Colorado Department of Human Services (CDHS).

This SLFRF Provisions Exhibit may supplement other Exhibit(s) to the instant Agreement. In the event that terms on prior Exhibit(s) to the instant Agreement conflict with this SLFRF Provisions Exhibit, this Exhibit shall control and take precedence.

The Contractor/Vendor/Other Agency entity with which the Colorado Department of Human Services (CDHS) is contracting per this Agreement may be referred to as "Subrecipient" herein, the designation per controlling law and mandates. This "Subrecipient" designation shall apply in this context notwithstanding prior definition(s) of any entity to this agreement as "Contractor" or any other title.

Subrecipient must agree to and comply with the terms of these SLFRF Provisions in order to receive and use these funds. Subrecipient shall execute not only the instant Agreement, but also specifically the Certification Agreement appendix to the instant Exhibit. A failure to also separately execute the Certification Agreement appendix hereto shall not relieve Subrecipient of the rules/obligations set forth herein; such a clerical error must be promptly remedied upon discovery by notifying the CDHS office/program contact, who can then assist with the logistics of mandatory signing, which shall retroactively apply.

In the event that Subrecipient is/was in receipt of SLFRF funding from CDHS prior to execution of the instant Exhibit, Subrecipient understands that its obligations set forth herein with regards to that funding shall retroactively apply.

The regulations and requirements surrounding receipt and use of SLFRF funding is an evolving subject matter as established by the U.S. Department of Treasury and put into established policy by the Colorado Department of Personnel & Administration, Office of the State Controller for use with CDHS Agreements. As such, Subrecipient agrees to execute any additional Agreements/Amendments as required by CDHS to establish and/or update these procedures. Subrecipient agrees to accept written notice from CDHS of updates to these requirements and to comply with same forthwith, even if prior to or without a formal Amendment to the Agreement to update this Exhibit or the rules/requirements established herein. Regardless, if CDHS requests that

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Subrecipient execute an Amendment to formalize implementation of and/or acknowledgment of updates to this Exhibit, Subrecipient shall promptly comply.

Subrecipient agrees to stay abreast of and comply with the most current iterations of the requirements re SLFRF funding set forth on https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).

APPENDIX 1 TO SLFRF EXHIBIT- BUDGET SUPPLEMENT

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in this Appendix will determine what is reported on as outlined in all following Appendices to this Exhibit.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
PHI340	Children, Youth, and Family Behavioral Health Services Grants	1.14 Other Public Services	$232,486.00
Total			$232,486.00

2. BUDGET BY FUNCTION

3. EXPENDITURE CATEGORY MODIFICATIONS

1.1 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab). ***In no event may this be used to modify the overall total of this Agreement or otherwise any non SLFRF expenditures.***

APPENDIX 2 TO SLFRF EXHIBIT- FEDERAL PROVISIONS SUPPLEMENT

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

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1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

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2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial

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Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee at https://sam.gov/content/home.

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

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4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.gov at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

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7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Appendix 4 to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

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EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served
b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

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EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report
    ii. Project labor agreement certification or project workforce continuity plan
    iii. Prioritization of local hires
    iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
    ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

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b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:

i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

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8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient Unique Entity ID;

8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization Unique Entity ID;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker

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receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employement and Wage Statistics, whichever is higher, OR the eligible worker reciving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.7.1. For projects over $10 million:

8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
(1) how the Subrecipient will ensure the project has ready

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access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5– SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

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9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

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11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

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12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

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12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

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15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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APPENDIX 3 TO SLFRF EXHIBIT- SUBRECIPIENT CERTIFICATION AGREEMENT

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: Gunnison County

Authorized Representative: Jonathan Houck

Title: Chair-Gunnison BOCC

Signature: DocuSigned by: D907287707 9D4CD... 8/24/2023

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AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto – Reporting Modification Form.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

   Cost Sharing. Cost sharing or matching funds are not required to be provided by

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7. Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

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vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any

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10. additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish

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an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Treasury employee responsible for Agreement or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and

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Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF
1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall

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initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42
   U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include

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investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

APPENDIX 4 TO SLFRF EXHIBIT- SLFRF SUBRECIPIENT QUARTERLY REPORT REQUIREMENTS

1. **SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**
   - 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).
   - 1.2 The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.

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APPENDIX 5 TO SLFRF EXHIBIT- SAMPLE SLFRF REPORTING MODIFICATIONS FORM

Grantee:			Grant Agreement No:		
Project Title:			Project No:		
Project Duration:	To:		From:		
State Agency:					

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

_____ _____

Grantee Date

_____ _____

State Agency Grant Manager Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of County Manager's Signature; New Na

Action Requested:

Parties to the Agreement:

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

Summary:

Kroger Opioid Settlement; This was approved by the Board on July 2nd for Jonathan's signature, but Matthew signed it. Needs ratification.

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim Discharge Date: 7/24/2024

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

Comments:
Legally sufficient. SO 7/24/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/24/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/31/2024

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 8/6/2024

Revised April 2015

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New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Gunnison County, CO
Reference Number: CL-789989

TO COLORADO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION FOR COLORADO LOCAL POLITICAL SUBDIVISIONS TO PARTICIPATE IN THENEW NATIONAL OPIOIDS SETTLEMENT WITH KROGER. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with The Kroger Co. ("Settling Defendant"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because Colorado is participating in the Kroger settlement.

Thanks to the collaboration of Colorado's counties and municipalities, Colorado maximized its settlement proceeds from previous opioid settlements, and we are now asking that you review and sign-on to this settlement so that Colorado can maximize its share of these funds.

All opioid settlement funds that are received as a result of the settlement will follow the same Colorado Opioid Settlement Memorandum of Understanding that was signed in 2021. Completing the participation forms does not change your decision to "opt-out" to direct funds to the Region, or to "opt-in" to receive your direct allocation.

To review your Colorado local government decisions to receive or redirect funds, please see the Colorado Opioid Settlement Dashboard Local Government page at: coag.gov/opioids/dashboard/local.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is

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sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and

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reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Colorado Attorney General's Opioid Response Unit at Opioids@coag.gov or 720-508-6904.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

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Subdivision Participation and Release Form

Governmental Entity: Gunnison County		State: CO
Authorized Signatory: Matthew Birnie		
Address 1: 200 E Virginia Ave		
Address 2:		
City, State, Zip: Gunnison	Colorado	81230
Phone: 970-641-0248		
Email: mbirnie@gunnisoncounty.org		

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at *https://nationalopioidsettlement.com/*.

3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National

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Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.

10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

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11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: DocuSigned by: Matthew Birnie DF57D9FBAE8C463...

Name: Matthew Birnie

Title: County Manager

Date: 7/19/2024

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; A Resolution Authorizing Notice of Hea

Action Requested:

Parties to the Agreement:

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

Summary:

Resolution Authorizing use of email for Abatement Hearings

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 7/30/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/30/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/31/2024

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 8/6/2024

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING NOTICE OF HEARING TO PETITIONERS FOR ABATEMENT OR REFUND OF TAXES BY EMAIL OR FACSIMILE

WHEREAS, Colorado Revised Statutes (C.R.S.) section 39-1-113 requires the Board to hold hearings for petitions for abatement or refund of taxes ("Petition" or "Petitions") and to provide at least seven days' notice of such Petition hearings to petitioners or their agents; and

WHEREAS, C.R.S. section 39-1-113 allows the Board, by resolution, to allow notifications of Petition hearings by email or facsimile; and

WHEREAS, the Board desires to allow notifications of Petition hearings by email or facsimile;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that:

1. Notice of date, time and place of hearings for Petitions may be delivered by email or facsimile to petitioners and/or petitioners' agents if such persons elect to receive notification by email or facsimile; and

2. If a petitioner and/or a petitioner's agent does not elect to receive notification of Petition hearing by email or facsimile, the Board will send the required notice of the Petition hearing by mail.

INTRODUCED by Commissioner_____, seconded by Commissioner _____, and adopted this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Elizabeth Smith, Vice Chairperson

By _____
Laura Puckett Daniels, Commissioner

ATTEST [seal]:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's Signature; Lea

Action Requested:

Parties to the Agreement:

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

Summary:

Lease Agreement; Banx LLC

Fiscal Impact:

Submitted by: Holly Perry for John Cattles **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim Discharge Date: 7/31/2024

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

Comments:
Legally sufficient. SO 7/31/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/31/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/31/2024

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 8/6/2024

Revised April 2015

LEASE

THIS LEASE, made and entered into as of the 31st day of July, 2024, at Crested Butte, Gunnison County, Colorado, is between:

Banx LLC, a Colorado limited liability company ("Lessor"),

and

Gunnison County, a county in the State of Colorado ("Tenant").

W I T N E S S E T H :

FOR AND IN CONSIDERATION of payment of rent and the keeping and performance of the covenants and agreements by Tenant, Lessor has leased and by these presents does grant, demise and lease unto Tenant the following described real property in the County of Gunnison and State of Colorado, to-wit:

Unit H, 115 Elk Avenue, Town of Crested Butte, County of Gunnison, State of Colorado ("premises").

TO HAVE AND TO HOLD the premises with all appurtenances unto Tenant from August 1, 2024 through July 31, 2025 subject to the following terms and conditions:

ARTICLE I

RENT AND SECURITY DEPOSIT

1.1 Rent. Tenant agrees to pay rent of FourteenThousand, Eight Hundred and Eight Dollars ($14,808.00) payable in twelve monthly installments of One Thousand, Two Hundred and Thirty-Four Dollars ($1,234.00). The rent will be paid as set forth in paragraph 1-2 below.

1.2 Rent Payments. Tenant will pay the first and last month's rent of $1,234 each upon the execution of this lease. The remaining monthly payments will be due on the 1st day of each calendar month and shall be paid electronically to Lessor's bank account at Bank of the West in Crested Butte or by delivery to the office of lessor, 115 Elk Avenue, P.O. Box 1477, Crested Butte, Colorado, or at such other location as Lessor shall designate in writing. All rent payments will be made without prior notice, deduction or set-off.

1.3 Security Deposit. Upon the execution of this lease, Tenant will pay a security deposit in the amount of $1,234, which shall be returned within 60 days of the expiration hereof, minus the cost of restoring the premises to the same condition as at the inception hereof, normal wear and tear excepted. Lessor may use from the security deposit such amounts as are reasonably necessary to remedy Tenant's defaults in the payment of rent, to repair or replace items damaged by the Tenant's misuse or neglect, to replace any keys, cards or locks that were given to Tenant and were lost or damaged, to clean and put the premises into the required condition and to pay for damages caused by the Tenant quitting the premises. If at any time during the duration of this Lease any moneys from the security deposit are used for the above stated items, the Tenant agrees to reinstate said total security deposit within seven days of written notice to the Tenant.

1.4 Lessor's Holding of Deposits. Lessor shall be entitled to comingle all deposits. Any interest earned on the deposits shall be paid to the Lessor. If Lessor holds amounts previously deposited by Tenant pursuant to earlier leases, Lessor will apply those amounts to the deposits required under this Lease and Tenant will only owe the difference between the amount of the deposits required under this Lease and the amounts held by Lessor.

ARTICLE 2

TENANT HEREBY COVENANTS AND AGREES WITH LANDLORD AS FOLLOWS:

2-1. Rental Payments. Tenant agrees to pay all rent due as set forth above and further, a late charge of $200.00 plus interest at the rate of one and one-half percent (1.5%) per month (18% per year) on any rent or other payments which are not paid within seven days of the due date.

2-2. Utilities. To pay all charges for utilities relating to Tenant's premises, including, without limitation, telephone, electricity, internet and cable TV. (Landlord will pay for utility charges related to heat, trash removal and water.)

2-3. Personal Property Taxes. To timely pay all personal property taxes attributable to Tenant's business operation on the premises.

2-4. Finish and Remodeling. To make no finish, remodeling, painting or decoration change or alteration of the premises in any respect, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld,

and further, at its own cost, to do all finish work and remodeling necessary for its business operation to be conducted on the premises. All work by Tenant shall be performed in a workmanlike manner in compliance with applicable building and other codes. All permanent additions and fixtures shall become the property of Lessor.

2-5. Repairs and Maintenance. To make all day to day repairs to the leased premises as may be necessary to keep the premises in as good a condition as when received, normal wear and tear excepted. In addition, Tenant shall keep the exterior of the leased premises, including the adjacent hallway and windows, in a neat, clean and safe condition at all times.

2-6. Refuse and Janitorial. To keep and maintain the premises in a neat, orderly, clean and sanitary condition at all times.

2-7. Use of Premises.

A. To occupy and use the leased premises solely for the operation of the Gunnison County Substance Abuse Protection Project and/or other County office purposes. No other business or personal use of the premises shall be allowed by Tenant without Lessor's prior written consent, which consent shall not be unreasonably withheld by Lessor.

B. Tenant further agrees not to occupy or use the said premises, nor permit the premises to be occupied or used for any purpose deemed extra-hazardous on account of fire without the prior written permission of the Lessor, nor in any manner which would tend to disturb or annoy any occupant of other units.

C. No smoking shall be allowed in the premises or in the Building at any time.

D. On-site parking is prohibited.

E. Tenant agrees not to place any property of any kind outside of the leased premises or otherwise alter the exterior appearance of the leased premises without obtaining Lessor's prior written approval.

2-8. Signs. Tenant shall install only exterior and/or window signs which:

A. Comply with all applicable ordinances of and permits issued by the Town of Crested Butte; and

B. Have received the prior, written approval of Lessor, which approval shall not be unreasonably withheld.

2-9. Liens. To keep the leased premises free and clear of all liens of any kind.

2-10. Insurance. Tenant is a public entity within the meaning of the Colorado Governmental Immunity Act (CGIA), Colo. Rev. Stat. § 24-10-101 et seq, as amended. Nonetheless, to maintain in force continuously throughout the term of this Lease and any extension hereof, public liability insurance covering the leased premises with a combined single limit of at least $1,000,000, naming Lessor as an additional insured and fire and extended coverage on the contents of the premises in an amount equal to the fair market value thereof. Proof of insurance coverage in accordance with this paragraph shall be furnished to Lessor annually and upon written request. Tenant's personal property shall in no way be insured by Lessor

2-11. Subletting and Assignment. To not sublet the premises or assign, sell or encumber this Lease, in whole or in part, directly or indirectly, or change control of Tenant, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. No subletting, assignment, sale or encumbrance shall be at a rental rate in excess of the rental rate set forth in this Lease, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any subletting, assignment, sale or encumbrance by Tenant shall be with continuing recourse against Tenant. No consent to any subletting, assignment or encumbrance of this Lease shall constitute a waiver or discharge of the provisions of this paragraph, except as to the specific instance covered thereby. Neither this Lease nor any interest herein shall be assignable or transferable by operation of law, and in the event of any proceeding under bankruptcy laws involving Tenant, or in the event Tenant should be adjudged insolvent, or make an assignment for the benefit of creditors, or if a writ of attachment or execution be levied on the leasehold estate created hereby, or if a receiver be appointed in any proceeding or action to which Tenant is a party, with authority to take possession or control of the leased premises or the business conducted therein by Tenant, this Lease, at the option of the Lessor, shall terminate immediately and shall not be treated as an asset of the Tenant after the exercise of said option by the Lessor. Lessor shall have the right, after the exercise of said option, forthwith to re-enter and to repossess the premises.

2-12. Inspection of Leased Premises. Tenant agrees to allow the Lessor or its authorized representatives to enter upon the leased premises at any reasonable hour to inspect the premises. Tenant shall, upon taking occupancy, inspect the premises and all furnishings and fixtures and shall advise the Lessor in writing within seven days after Tenant takes occupancy of anything the Tenant

finds not being clean, in good order, condition or repair. During the term of this Lease, Tenant will be responsible for any repairs to any fixture or furnishings in the leased premises and/or the Building resulting from Tenant's misuse; and Tenant agrees to remit payment to Lessor for any repairs necessitated by such misuse upon notification by Lessor and presentation of the costs to Tenant.

2-13. Payment of Increased Cost. Tenant agrees to pay to the Lessor any and all increased insurance, maintenance and other similar costs directly caused by Lessee's occupation and/or use of the premises.

2-14. Surrender of Premises. Tenant agrees to quit and surrender the leased premises in as good a state and condition as received, reasonable wear and tear excepted, upon the expiration or termination of the term of this Lease, or any extension hereof. In the event of Tenant's holding over in violation of this paragraph, Tenant shall pay rent at a monthly rate equal to 150% of the monthly rent specified above. If on the day Tenant vacates the premises, the premises are not ready for occupancy, Tenant shall be charged additional rent for every day required to restore the premises to the same state and condition as when received, reasonable wear and tear excepted.

ARTICLE 3

LESSOR HEREBY COVENANTS AND AGREES WITH TENANT AS FOLLOWS:

3-1. Ownership of Premises. That it is the sole owner, in fee simple, of the leased premises and has full right and power to lease the premises for the term of this Lease.

3-2. Repairs and Maintenance. To make structural repairs to the Building and premises, except those made necessary by Tenant, its officers, agents, employees, members, managers, customers or visitors. Should Landlord fail to make such repairs or maintenance, and such failure in any way interferes with Tenants use or enjoyment of the property for a period of more than seven (7) business days, Tenant may terminate this Lease and is relieved of any further obligation to pay rent, including but not limited to the period of time Landlord's failure interfered with Tenant's use or enjoyment of the property.

3-3. Property Taxes. To pay all property taxes and special assessments attributable to the Building, subject to Tenant's obligation to timely pay Additional Rent.

3-4. Insurance. To maintain in force fire and extended coverage only on the structure of the premises in an amount equal to the replacement value thereof, together with public liability insurance of at least $2,000,000 combined single limit covering the building, subject to Tenant's obligation to timely pay Additional Rent.

ARTICLE 4

TENANT AND LESSOR HEREBY MUTUALLY COVENANT AND AGREE AS FOLLOWS:

4-1. Non-disturbance.

A. Upon sale of the premises this Lease shall remain a binding obligation upon Lessor's successor.

B. This Lease shall be subject and subordinate to the lien of any mortgage(s) and/or deed(s) of trust encumbering the premises; provided, however, that the holder thereof shall not be entitled to terminate this Lease by foreclosure or other means if Tenant shall not be in default beyond any period given the Tenant to cure such default.

4-2. Default.

A. The following shall constitute default by Tenant under this Lease:

(1) Tenant's failure to pay any installment of rent, other charge, or money obligation hereunder, if such failure continues for a period of fourteen (14) days after written notice thereof to Tenant.

(2) Tenant's failure to comply with any term, provision or covenant of this Lease which continues for a period of fourteen (14) days after written notice thereof to Tenant; provided, however, that in the event of a default incapable of cure other than a failure to pay any installment of rent, other charge or money obligation, Tenant shall not be deemed in default until twenty-eight (28) days after written notice to Tenant if Tenant shall have within such twenty-eight (28) day period, in good faith begun action necessary to remedy such default and is continuing and shall thereafter continue, diligently to prosecute such action to completion.

(3) Tenant's insolvency or transfer in fraud of creditors, or Tenant's assignment for the benefit of creditors.

(4) Tenant's filing of a petition under the bankruptcy laws.

(5) The appointment of a receiver or trustee for Tenant's interest in the premises or for all or substantially all of the assets of the Tenant.

(6) Tenant's abandonment or vacation of any substantial portion of the leased premises.

(7) The filing or creation of a lien on the leased premises as a result of Tenant's action or inaction.

B. In the event of any default by either party under this Lease, the non-defaulting party shall have the right to cancel this Lease in the following manner:

(1) The non-defaulting party shall give to the defaulting party written notice, by certified mail, of such default.

(2) The defaulting party shall have fourteen (14) days or twenty-eight (28) days, as the case may be, from the date of mailing of such notice to correct said default and if said default remains uncured for fourteen (14) days or twenty-eight (28) days, as the case may be, after the date of said notice, the non-defaulting party shall have the right to terminate this Lease.

(3) In the event of such default by Tenant, the Lessor, in addition to other rights and remedies it may have, shall have the immediate right to re-enter upon the leased premises and may remove all persons and property from said premises and no such re-entry shall be considered or construed to be forcible entry upon such property.

4-3. Right to Retake Possession. In the event that the leased premises are left vacant or if there should be a default in the rent payments, or a default in any other covenant or provision to be performed by Tenant, as herein set forth, then the Lessor may, without terminating this Lease, retake possession of the premises and rent the same for such rental payments and upon such conditions as the Lessor may deem best, making such repairs and alterations to the premises as may be required, giving credit for the amount of rental payments so received, less all expenses incurred, to Tenant and Tenant shall be liable for the balance of the rental payments herein specified until the expiration of the term of this Lease. Lessor shall have the right to annually accelerate and collect from Tenant the

entire amount of rent payable for up to one year of the unexpired portion of Tenant's Lease term, subject to Lessor's obligation to credit Tenant with any net rental proceeds actually received from a new tenant.

4-4. Tenant's Property. The parties understand and agree that in order to secure payment of all sums becoming due at any time to Lessor hereunder and to secure the proper performance and fulfillment by Tenant of the Tenant's agreements herein, Tenant hereby grants to Lessor a security interest in and first lien upon all of the trade or business property and equipment, including inventory, which may be placed in or upon the leased premises by the Tenant. Tenant hereby gives Lessor a security interest in the subject business property and equipment and agrees that Lessor may file a financing statement evidencing said security interest with Gunnison County and/or the State of Colorado. Upon Tenant's request, Lessor shall subordinate its security interest and first lien in Tenant's trade or business property and equipment, including inventory, to Tenant's lender, on condition that Tenant is not in default hereunder. In the event of default by Tenant under this Lease, the Lessor shall have the right to all of Tenant's business property and equipment as if Lessor were a creditor under the Colorado Uniform Commercial Code. In addition, in the event of default by Tenant, the Tenant hereby authorizes Lessor to enter upon the subject premises and to remove and to sell the trade or business property and equipment which are the subject of this lien. This action shall not be deemed a breach of the peace. Tenant agrees to pay the reasonable attorneys' fees incurred by Lessor in the event the Lessor forecloses upon the security interest and first lien granted by Tenant herein. Tenant shall have the right to remove its business property and equipment from the leased premises subject to the following express conditions:

A. Tenant shall not then be in default in the performance of any of the terms and conditions of this Lease.

B. That such property shall not be removed prior to the expiration of the term of this Lease or any extension hereof, except in the ordinary course of business or to replace or exchange equipment, unless the prior written approval of the Lessor has been obtained, which approval shall not be unreasonably withheld.

C. That no personal property shall be removed which shall have become permanently affixed to the real property and/or which cannot be removed without causing damage or injury to the building of any kind, unless such damage or injury can be and is repaired within a reasonable time following removal.

4-5. Destruction of Premises. In the event the premises shall be destroyed or so damaged by or injured by fire or other casualty during the life of this agreement whereby the same shall be rendered untenantable, then, the Lessor

shall notify Tenant within thirty (30) days whether or not it intends to repair the premises and Lessor shall have the right to render said premises tenantable by repairs within one hundred twenty (120) days therefrom. Rent shall abate during the said periods of untenantability of the demised premises. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation, the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. In the event damage to the premises is caused by an act of the Tenant, or of Tenant□s officers, agents, employees, customers or visitors, then, and in that event, there shall be no abatement of rent hereunder nor shall Tenant have any right of cancellation.

4-6. Rights are Cumulative. All rights and remedies hereby created for the benefit of the Lessor are cumulative and the exercise of any one remedy shall not be taken to exclude or waive the right of the Lessor to make use of any other remedy.

4-7. Rules and Regulations. Tenant, by executing this Lease, agrees to abide by and to perform all rules and regulations now or hereafter promulgated or required by the Lessor and all such rules and regulations shall become and be part of this Lease by reference. A breach of any rule or regulation shall constitute a breach of the terms and conditions of this Lease, and shall be treated in the same manner as a default or breach of any of the terms and conditions of this Lease, as set forth above. No such rule or regulation shall interfere with Tenant's quiet enjoyment of the premises or be inconsistent with the provisions of this Lease.

4-8. Knowledge of Contents. The parties to this Lease by the execution hereof, acknowledge that they have read the same and every section hereof and have expressed an explicit knowledge and understanding of all matters, things, conditions, stipulations, promises, covenants and agreements herein set forth.

4-9. Notices. All notices and communications required herein shall be in writing and shall be hand delivered or sent by facsimile, electronic mail or certified U.S. mail (or equivalent), return receipt requested to the following addresses:

Lessor: Banx LLC
P.O. Box 1477
Crested Butte, CO 81224
Email: priscila@studiowestcb.com

Tenant: Gunnison County
c/o John Cattles, Assistant County Manager for Operations
200 E. Virginia Ave.
Gunnison, CO 81230
Email: jcattles@gunnisoncounty.org

Notice shall be deemed properly given when faxed or mailed or hand delivered to the above addresses. Any party may change its address of record by giving written notice of the change to the other party.

4-10. Entire Agreement. This Lease contains the entire agreement of the parties and all discussions, negotiations and representations are merged herein. This Lease shall not be amended except by written instrument signed by Lessor and Tenant.

4-11. Applicable Law. This Lease is entered into in Gunnison County, Colorado, and it is agreed that the exclusive proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease shall be in the County Court or District Court of Gunnison County, Colorado. Lessor shall have the right to initiate an action in any jurisdiction in which Tenant or any guarantor can be found. If this Lease, or any of the rules and regulations or applications or any other instruments by way of reference incorporated herein shall contain any term or provision which shall be invalid or unenforceable, the remainder of the Lease, the rules or regulations and other instruments, as the case may be, shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted by law.

4-12. Attorneys□Fees. If any action is brought in a court of law to enforce, interpret or construe this Lease or any document provided for herein or

related hereto, the prevailing party shall be awarded all reasonable attorneys□fees as well as all costs incurred in the prosecution or defense of such action, including expert witness fees and expenses. In the event that Lessor retains an attorney to collect rent or enforce any other provision hereof, Tenant shall pay all reasonable attorneys□fees in connection therewith upon presentation of a statement therefor.

4-13. Collections. Costs directly associated with collecting unpaid rents as a result of default as set forth in section 4-2, including attorneys□fees, shall be paid by Tenant.

4-14. No Waiver of Governmental Immunity. No Waiver of Governmental Immunity. Nothing in this Lease is, or shall be construed to be a waiver, in whole or in part, by Tenant of its governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

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

LESSOR: **Banx LLC**

By: _____
Priscila Costa Palhavã, Sole Member

TENANT: **Gunnison County**

By: _____
Matthew Birnie, Gunnison County Manager

related hereto, the prevailing party shall be awarded all reasonable attorneys□fees as well as all costs incurred in the prosecution or defense of such action, including expert witness fees and expenses. In the event that Lessor retains an attorney to collect rent or enforce any other provision hereof, Tenant shall pay all reasonable attorneys□fees in connection therewith upon presentation of a statement therefor.

4-13. Collections. Costs directly associated with collecting unpaid rents as a result of default as set forth in section 4-2, including attorneys□fees, shall be paid by Tenant.

4-14. No Waiver of Governmental Immunity. No Waiver of Governmental Immunity. Nothing in this Lease is, or shall be construed to be a waiver, in whole or in part, by Tenant of its governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

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

LESSOR: **Banx LLC**

By: _____
Priscila Costa Palhavã, Sole Member

TENANT: **Gunnison County**

By: _____
Matthew Birnie, Gunnison County Manager

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Black Dragon Deve

Action Requested:

Parties to the Agreement:

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

Summary:

PSA; Black Dragon Development

Fiscal Impact:

Submitted by: Holly Perry for John Cattles **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim Discharge Date: 7/31/2024

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

Comments:
Legally sufficient. SO 7/31/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/31/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/31/2024

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 8/6/2024

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 31 day of July, 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 Black Dragon Development, whose address is 201 Sopris Ave., Crested Butte, CO 81224 ("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 demolition of framing, concrete, and other components of the Zugelder building as noted on the attached plans.
("Services").

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2024, unless sooner terminated or replaced as provided in this Agreement.

3. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Sixty six thousand and No/100 U. S. Dollars ($66,000) ("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.

4. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for 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.

5. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is 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.

6. 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.

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including

death, of any person or damage to property of any kind caused by the 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.

8. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. 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.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

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. 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.

12. DELEGATION AND ASSIGNMENT.

Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County, which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon 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.

14. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

15. WARRANTIES.

Contractor represents and warrants to the County as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

17. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

18. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

19. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by 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.

20. NOTICES.

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

Gunnison County:	County Manager Gunnison County 200 E. Virginia Gunnison, Colorado 81230 Phone: 970-641-0248
With a copy to:	Board of County Commissioners of the County of Gunnison, Colorado 200 E. Virginia Gunnison, Colorado 81230
Contractor:	Black Dragon Development LLC P.O. Box 579, 201 Sopris Ave. Crested Butte, CO 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.

21. GOVERNING LAW.

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

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii)

any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

23. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

24. RECORDS; 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.

25. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., 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: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

Black Dragon Development LLC

By: _____

Its: Managing Member

31 July 2024

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Demolition as noted in "Zugelder Library Remodel" plans, Issue B- Review Set 02, Dated June 24, 2024.

Rates billed as described below:

-Carpentry Labor	$63/ hour
-Dumpster	$850/ load
-Skid steer with operator	$180/hour
-Superintendent	$87.50/ hour

Small tools, blades, and consumables reimburse at cost.
Overhead 10% of cost
Contractor fee 10% of cost

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Parent Possible TGYS-PAT Site Contract; CMS# 24 IH

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: 07/01/24 **Term Ends:** **Grant Contract #:**

Summary:

we are in year 2 of 3 for TGYS funding for Parents As Teachers, this is the approved contract from Parent Possible to give us this funding.

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: 8/1/2024

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

Comments:
Legally sufficient. SO 8/1/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/1/2024 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/1/2024

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 8/6/2024

Revised April 2015

Docusign Envelope ID: C37B4538-C235-4A1E-8622-20876B76C4E9

PARENT POSSIBLE TGYS-PAT SITE CONTRACT
GUNNISON COUNTY HEALTH & HUMAN SERVICES

Parent Possible:	**Contractor:**
Parent Possible 800 Grant Street, Suite 200 Denver, CO 80203	Gunnison County Health & Human Services 220 N Spruce Street Gunnison, CO 81230
Contract Start Date:	**Contract Expiration Date:**
July 1, 2024	June 30, 2025
Contract Maximum Amount:	**Price Structure:**
$27,500	Cost Reimbursement
Fund Source:	
State general funds and cash funds (**CMS #:** 24 IHFA 183061, Amendment No 25 IHFA 190681)	
Purpose:	
The purpose of this Contract is to provide grant funding to community-based organizations that serve children, youth, and their families with programs designed to prevent youth crime and violence, child abuse and neglect, youth alcohol, tobacco, marijuana and other drug use, and high school dropout as authorized by C.R.S. § 26-6.8-101 through 106. Eligible TGYS Grantees include local governments, schools, nonprofit organizations, state agencies, and institutions of higher education. TGYS Grantees serve children and youth ages 0-25, as well as parents, caregivers, mentors, and community members.	
Parent Possible Representative:	**Contractor Representative:**
Brian Conly Executive Director 800 Grant Street, Suite 200 Denver, CO 80203	Matthew Birnie County Manager 220 N Spruce Street Gunnison, CO 81230

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that Parent Possible and the State are relying on their representations to that effect and accept personal responsibility for any and all damages incurred for any errors in such representation.

Contractor
Gunnison County Health & Human Services

Signature of Authorized Officer

Matthew Birnie

Print Name of Authorized Officer

County Manager

Print Title of Authorized Officer

Date

PARENT POSSIBLE
BRIAN CONLY,
EXECUTIVE DIRECTOR

DocuSigned by:
954E2280129541A...

7/29/2024

Date

-- Signature and Cover Pages End --

Docusign Envelope ID: C37B4538-C235-4A1E-8622-20876B76C4E9

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 Parent Possible/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. Parent Possible/the State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or Cover Page for this Amendment or July 1, 2024, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

This Amendment modifies **§7.A, §11, §19.E**, Exhibit A and B of the Contract Agreement and extends the contract agreement expiration date. Also includes the addition of Exhibit C.

5. MODIFICATIONS

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

A. 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. 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. **§7.A** (Contractor Records – Monitoring) is amened as follows: Contractor shall

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maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"), **including but not limited to all documentation of hiring, employment verification, background checking, and payment to staff who perform any Work related to the Contract, regardless of whether they were paid directly by the Contract**. Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date three years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

D. **§11** (Breach of Contract) is amended as follows: In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, Parent Possible/the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; **if the Contractor is found not to be following state and federal laws regarding unfair employment practices or any other actions that might jeopardize Parent Possible's status as a state-funded entity,** or if Contractor is debarred or suspended under §24-109-105, C.R.S., Parent Possible/the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

E. **§19.E** (Colorado Special Provisions – Compliance with Law) is amended as follows: Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. **Contractor specifically agrees that all employment associated with the work of this Contract is in compliance with DOL 1235-AA43, Final Rule for Employee or Independent Contractor Classification under the Fair Labor Standards Act, effective March 11, 2024. Contractor further understands that failure to adhere to the DOL Rule may result in termination of this contract by Parent Possible / the State, return of funds deemed in violation, and/or further remedy as deemed reasonable and necessary by Parent Possible/the State as per §12 of the Contract.**

F. Exhibit A-1 – Statement of Work, attached and incorporated by reference, deletes,

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and replaces Exhibit A – Statement of Work of the amended contract.

G. Exhibit B.2 – Budget, attached and incorporated by reference, deletes, and replaces Exhibit B – Budget of the amended contract.

H. Exhibit C – OCYF Nondiscrimination Policy is hereby added to the 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.

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STATEMENT OF WORK – EXHIBIT A

Parents as Teachers (PAT) is an evidence-based early childhood parent education and family support program serving families throughout pregnancy until their child completes kindergarten. The program provides personal visits during which PAT certified parent educators share age-appropriate child development information with parents and engage the family in activities that provide meaningful parent/child interaction. In addition to personal visits which are held at least monthly with each family, the program also provides monthly group meetings designed to relay information about child development and offer parents opportunities to interact and support one another. PAT programs also offer health, hearing, vision, and developmental screening to provide families with information about their child's health and developmental progress and to increase parents' understanding of their child's development, identify strengths, abilities, and areas of concern, and to refer families to community resources as appropriate. PAT program sites are also significant partners in their communities, working in collaboration with other early childhood and family services programs to ensure that families have the resources they need to be their child's best first teacher.

The Subgrantee, Gunnison, in accordance with the terms and conditions of this contract, shall perform and complete, in a timely and satisfactory manner, all activities described in the approved Statement of Work, which includes compliance with TGYS requirements, fidelity to the PAT program model (as outlined in the previous paragraph and the attached work plan), and conformity to all applicable standards for stewardship of public monies. Specifically:

1. The Subgrantee shall commit to all activities in the Parent Possible PAT Memorandum of Agreement.

2. The Subgrantee shall adhere to the 21 Essential Requirements indicated by the PAT National Center to achieve and sustain model fidelity.

3. At least one individual from Subgrantee shall attend mandatory orientation via webinar at the start of the funding cycle to ensure program is implemented with fidelity and data collection/financial reporting systems are in place.

4. The Subgrantee shall attend (or watch the recording for) required Parent Possible trainings, webinars, and meetings throughout the program year including the monthly PAT topical call.

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5. The Subgrantee shall maintain their Affiliate status as a Parents as Teachers program in good standing, completing all necessary requirements for supervisor and parent educator training and certification/re-certification, as outlined by the Parents as Teachers National Center and Parent Possible.

6. The Subgrantee shall track all required programmatic and fiscal information and meet deadlines for submitting reports to Parent Possible as requested. The Subgrantee shall provide data to Parent Possible as requested to support the obligation to provide comprehensive statewide PAT reports to TGYS. Reporting expectations include:
    - Monthly reimbursement requests that are accurate and complete
    - Regular and ongoing data entry into Visit Tracker
    - Participation in the Colorado PAT TGYS evaluation plan (including implementation and outcomes survey)
    - Submission of the National PAT Affiliate Performance Report, Annual Affiliate fee, and staff model certification fees.

7. The Subgrantee will submit to one fiscal monitoring and desk audit per year, including providing all requested documentation of fiscal policies and supporting materials.

8. The Subgrantee will have a written recruitment and enrollment strategy in place to ensure the maximum number of eligible families are served. The Subgrantee will meet and maintain projected caseload and reach the target population to include at least the following:

Counties:	**Gunnison County**
Numbers Served:	**15 children**
	10 families

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Goal	Activity to Reach Goal	Expected Outputs & Outcomes (Deliverables)
Increase connections to caring adults.	Monthly or twice monthly personal visits to increase parent knowledge of child development, improve parenting practices, provide early detection of developmental delays and health issues, prevent child abuse and neglect, and increase school readiness.	By June 30, 2025, PAT site will recruit agreed upon caseload of families and children to participate in the PAT program. During this time frame, home visitors will deliver monthly or bi-monthly PAT personal visits, depending on family need. Participation and services will be tracked through Visit Tracker. 90% of parents enrolled in the PAT program will report improved relationships with their child(ren) as measured through parent surveys and the PICCOLO assessment. Parent surveys will be completed online or on paper. Parent educators will complete a PICCOLO assessment with each eligible family and enter results into Visit Tracker.
Increase connections to positive peer relationships, social networks, and social supports.	Group Connections to help parents build social connections with other participants. Topics are selected with input from families and should provide opportunities to build peer connections and engage in experiences that promote empowerment and leadership.	By June 30, 2025, PAT site will provide a minimum of 10 group connections for parents to learn about other local resources, to discuss and share individual and common concerns, and to reduce social isolation. The number of families participating in monthly group meetings will be tracked through Visit Tracker and the use of sign in sheets. 90% of parents will report feeling connected to friends or resources in their communities as measured through parent surveys. Parent surveys will be completed online or on paper.

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Increase exposure to positive activities, community, and environments	Group connections for parents to engage in enrichment activities related to parenting, employment, school/ community/social services, DEI, and personal growth.	By June 30, 2025, PAT site will provide a minimum of 10 group connections for parents to learn about other local resources, to discuss and share individual and common concerns, and reduce social isolation. The number of families participating in monthly group meetings will be tracked through Visit Tracker and the use of sign in sheets. By the end of the program, 90% of parents will report having opportunities to learn about DEI and be involved in addressing community issues as measured through parent surveys. Parent surveys will be completed online or on paper.

PREVENTION SPECIFIC GOALS:

Goal	Activity to Reach Goal	Expected Outputs & Outcomes (Deliverables)
Increase identification of family needs and connections to appropriate services.	Resource and Referral to allow parent educators to identify needs and connect families to local resources.	By June 30, 2025, 90% of families will complete a family centered assessment and will set at least one goal. By June 30, 2025, 90% of families enrolled in the PAT program will be referred to additional resources if needed to meet family needs and increase parental resilience. Parent educators will enter each family centered assessment, goal set, and resource connection in Visit Tracker. By the end of the program, 90% of parents will report feeling connected to resources in their communities and that PAT supports families in reaching their goals as measured through parent surveys. Parent surveys will be completed online or on paper.

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Increase family and child social and emotional skills.	Personal visits to deliver curriculum, facilitate the parent/child relationship, and address issues and concerns parents are facing; Resource connections to additional services to ensure families receive necessary supports; Health & Developmental Screenings	By June 30, 2025, PAT site will recruit agreed upon caseload of parents and children to participate in the PAT program. Parent educators will deliver monthly or bi-monthly PAT personal visits, based on family need. Participation and services will be tracked in Visit Tracker. By June 30, 2025, 90% of families enrolled in the PAT program will be referred to additional resources if needed to meet family needs and increase parental resilience. All data will be tracked in Visit Tracker. By June 30, 2025, 90% of children enrolled in PAT will be screened for possible developmental and social emotional delays, and referrals will be made for follow up as necessary. 90% of parents enrolled in the PAT program will report increased knowledge of child development and healthy family development as measured through parent surveys. Parent surveys will be completed online or on paper.
Increase parent/caregiver & child/youth relationships.	Personal visits to support the development of skills, confidence, and knowledge that support the strengthening of the parent-child relationship.	By June 30, 2025, agreed upon caseload of families will complete monthly or bi-monthly personal visits using the PAT curriculum. These visits will be recorded by parent educators in Visit Tracker. 90% of parents enrolled in the PAT program will report improved relationships with their child(ren) as measured through parent surveys and the PICCOLO assessment. Parent surveys will be completed online or on paper. Parent educators will complete a PICCOLO assessment with each eligible family and enter results into Visit Tracker.

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The Subgrantee has selected Shonna Gray as the primary PAT Program Supervisor.

The PAT Program Supervisor reports to: Joni Reynolds.

Both the PAT Program Supervisor and their supervisor have read and understand the duties outlined in this Contract.

_____

Signature of PAT Program Supervisor

_____

Signature of Supervisor of the PAT Program Supervisor

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Colorado Parents as Teachers Program Site - Exhibit B
TGYS Funding Budget 2024-2025

Agency Name	Gunnison County Health & Human Services	Budget Period	7/1/2024-6/30/2025

Expenditure Categories

PERSONNEL SERVICES

Position Title / Employee Name	Description of Work For hourly employees, please include the hourly rate and number of hours in your description. Include number of months budgeted.	Gross Salary	Fringe	Total TGYS Request	Total Program Budget
PAT Educator/ Migeeli Arias	PAT Educator 32 hrs/week for 12months/year. Hourly Wage $30/hr	$49,920.00	$5,491.20	$12,000.00	$49,920.00
PAT Educator/ Open Position	PAT Educator 10 hours/Week for 12 months/year. Hourly wage: $28	$14,560.00	$0.00	$10,000.00	$14,560.00
	Total Personal Services	**$64,480.00**	**$5,491.20**	**$22,000.00**	**$64,480.00**

SUPPLIES & OPERATING

Item	Description of Item Operating Expenses can include Facilities & Admin costs as line items if not requesting IDC	Total TGYS Request	Total Program Budget
Books & Subscriptions	Parent books/supplies	$980.00	$2,000.00
Office/Operating Supplies	Day to day items to help get things started for new staff and needs for meeting with clients	$900.00	$5,000.00
PAT Affiliate Fee	PAT Annual Affiliate Fee	$0.00	$2,200.00
Advertising	Community Advertising	$0.00	$500.00
Training	Training for staff	$1,340.00	$1,500.00
Conference	Conference Attendance	$500.00	$1,000.00
	Total Supplies & Operating Expenses	**$3,720.00**	**$12,200.00**

TRAVEL

Item	Description of Item For mileage, include rate and estimated number of miles (must be 90% of current IRS rate or lower)	Total TGYS Request	Total Program Budget
Lodging	Lodging for traveling	$680.00	$1,360.00
Mileage	Mileage for travel for conferences and mileage for home visits @ $0.60/mile	$700.00	$1,400.00
Meals	Meals for traveling	$400.00	$800.00
	Total Travel	**$1,780.00**	**$3,560.00**

CONTRACTUAL (payments to third parties or entities)

Item	Subcontractor / Entity Name	Total TGYS Request	Total Program Budget
	Total Contractual	**$0.00**	**$0.00**

INDIRECT

Item	Description of Rate / Item	Total TGYS Request	Total Program Budget
Negotiated Indirect cost rate (Federal) - attach NICRA notice			XXXXXXXXXXXXXX
Indirect rate of 10% if you do not have a Negotiated Indirect cost			XXXXXXXXXXXXXX
	Total Indirect	**$0.00**	XXXXXXXXXXXXXX

TOTAL TGYS REQUEST	**$27,500.00**
Total Program Budget	**$80,240.00**
TGYS Request as a % of Program Budget, if Awarded	**34.27%**

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Exhibit C - OCYF Nondiscrimination Policy

In alignment with Colorado Department of Human Services' (CDHS) mission, "Together, we empower Coloradans to thrive," it is necessary to ensure the equal opportunity, civil rights, and safety of clients served through the Office of Children Youth and Families (OCYF) and that those that receive our funds support all of our clients.

Definitions

Gender identity: An individual's innate sense of the individual's own gender, which may or may not correspond with the individual's sex assigned at birth.

Gender expression: An individual's way of reflecting and expressing the individual's gender to the outside world, typically demonstrated through appearance, dress, and behavior.

Familial status: Status that includes children under the age of 18 in the household.

Marital status (or civil status): Distinct options that describe a person's relationship with a significant other. A person's state of being single, married, separated, divorced, or widowed. A person's specified civil status might also be married if they are in a civil union or common-law marriage. The civil status of a person who is legally separated is married.

Sexual orientation: An inherent or immutable enduring emotional, romantic or sexual attraction to other people.

Sub-recipients: County departments of human/social services (county departments) and OCYF contractors, subcontractors, grantees, and vendors who receive funding assistance through OCYF in order to provide services or benefits to clients.

Vendor/Contractor agrees to act in a manner consistent with State of Colorado Purchase Order Terms and Conditions Section 28 (see https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions), all applicable nondiscrimination laws, as well as the State of Colorado Department of Human Services ("CDHS") Office of Children, Youth, and Families ("OCYF") nondiscrimination terms set forth herein.

Vendor/Contractor agrees that in its performance of this agreement it shall not discriminate based on race, color, ethnic group, national origin, age, religion, mental or physical disability, sex, sexual orientation, gender identity and expression, marital status, familial status, pregnancy, veteran status, or HIV status ("protected characteristics").

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PARENT POSSIBLE TGYS-PAT SITE CONTRACT
GUNNISON COUNTY HEALTH AND HUMAN SERVICES

Parent Possible:	**Contractor:**
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Contract Start Date:	**Contract Expiration Date:**
July 1, 2023	June 30, 2024
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$27,500	Cost Reimbursement
Fund Source:	
State general funds and cash funds (**CMS #:** 24 IHFA 183061)	
Purpose:	
The purpose of this Contract is to provide grant funding to community-based organizations that serve children, youth, and their families with programs designed to prevent youth crime and violence, child abuse and neglect, youth alcohol, tobacco, marijuana and other drug use, and high school dropout as authorized by C.R.S. § 26-6.8-101 through 106. Eligible TGYS Grantees include local governments, schools, nonprofit organizations, state agencies, and institutions of higher education. TGYS Grantees serve children and youth ages 0-25, as well as parents, caregivers, mentors, and community members.	
Parent Possible Representative:	**Contractor Representative:**
Brian Conly Executive Director 800 Grant Street, Suite 200 Denver, CO 80203	Matthew Birnie County Manager 220 N Spruce Street Gunnison, CO 81230

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that Parent Possible and the State are relying on their representations to that effect and accept personal responsibility for any and all damages incurred for any errors in such representation.

Contractor
Gunnison County Health & Human Services

DocuSigned by:
Matthew Birnie
DF57D9FBAE8C463...
Signature of Authorized Officer

Matthew Birnie
Print Name of Authorized Officer

County Manager
Print Title of Authorized Officer

1/30/2024
Date

PARENT POSSIBLE
BRIAN CONLY,
EXECUTIVE DIRECTOR

DocuSigned by:
Brian Conly
8D09C10D4D11494...

2/5/2024
Date

-- Signature and Cover Pages End --

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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the "Contractor"), and Parent Possible ("Parent Possible"), acting as the intermediary funding partner for the Tony Grampsas Youth Services grant from the State of Colorado Department of Human Services (the "State"). Contractor and Parent Possible/the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. Parent Possible/the State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

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The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that Parent Possible/the State has the Option to Extend Term, then Parent Possible/the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, Parent Possible/the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." Parent Possible/the State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, Parent Possible/the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension" or "Holdover"), regardless of whether additional Extension Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

Parent Possible/the State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, Parent Possible/the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for

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convenience. This subsection shall not apply to a termination of this Contract by Parent Possible/the State for Breach of Contract by Contractor, which shall be governed by §12.A.i.

i. Method and Content

Parent Possible/the State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If Parent Possible/the State terminates this Contract in the public interest, Parent Possible/the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by Parent Possible/the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by Parent Possible/the State, Parent Possible/the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Breach of Contract" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "Business Day" means any day in which the State is open and conducting

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business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays as listed in §24-11-101(1) C.R.S.

C. "Chief Procurement Officer" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

D. "CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.

E. "Contract" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.

F. "Contract Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

G. "CORA" means the Colorado Open Records Act, §§24-72-200.1 et. seq., C.R.S.

H. "Deliverable" means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's Work that is intended to be delivered to the State by the Contractor.

I. "Effective Date" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.

J. "End of Term Extension" means the time period defined in §2.D.

K. "Exhibits" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

L. "Extension Term" means the time period defined in §2.C.

M. "Goods" means any movable material acquired, produced, or delivered by

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Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

N. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§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.

O. "Initial Term" means the time period defined in §2.B.

P. "Party" means the State or Contractor, and "Parties" means both the State and Contractor.

Q. "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

R. "PHI" means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

S. "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth in § 24-74-102, et. Seq., C.R.S.

T. "Services" means the services to be performed by Contractor as set forth in this

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Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

U. "State Confidential Information" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, Educational Records, Substance Use Disorder Information, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

V. "State Fiscal Rules" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

W. "State Fiscal Year" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

X. "State Records" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

Y. "Subcontractor" means any third-parties engaged by Contractor to aid in performance of the Work.

Z. "Tax Information" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

AA. "Work" means the Goods delivered and Services performed pursuant to this Contract.

BB. "Work Product" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without

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modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. Parent Possible/the State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. Parent Possible/the State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. Parent Possible/the State shall pay Contractor in the amounts and in accordance with the Exhibits.

b. Contractor shall initiate payment requests by invoice to Parent Possible/the State, in a form and manner approved by Parent Possible/the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice Parent Possible/the State, Parent Possible/the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice Parent Possible/the State is a material breach of this Contract which would be cause for Parent Possible/the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at Parent Possible/the State's discretion.

c. Parent Possible/the State shall pay each invoice within 45 days following Parent Possible/the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by Parent Possible/the State during the term that the invoice covers. If Parent Possible/the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to

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correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

Amounts not paid by Parent Possible/the State within 45 days of Parent Possible/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 Parent Possible/the State disputes in writing. Contractor shall invoice Parent Possible/the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify Parent Possible/the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by Parent Possible/the State. Parent Possible/the State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from Parent Possible/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 Parent Possible/the State has concluded its review, and Parent Possible/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

Parent Possible/the State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds, Parent Possible/the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and Parent Possible/the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, Parent Possible/the State

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may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. Parent Possible/the State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that Parent Possible/the State has the Option to Increase or Decrease Maximum Amount, then Parent Possible/the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, Parent Possible/the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. Parent Possible/the State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by Parent Possible/the State. Progress reports shall be submitted to Parent Possible/the State at the time or times specified by Parent Possible/the State in this Contract, or, if no time is specified in this Contract, not later than five Business Days following the end of each calendar quarter.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify Parent Possible/the State of such action and deliver copies of such pleading or document to Parent Possible/the State's principal representative identified on the Signature and Cover Pages for this Contract.

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

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C.R.S.

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

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date three years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit Parent Possible/the State, the federal government, and any duly authorized agent of a governmental entity, to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from Parent Possible/the State, unless Parent Possible/the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

Parent Possible/the State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations

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under this Contract using procedures as determined by Parent Possible/the State. Parent Possible/the State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to Parent Possible/the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of Parent Possible/the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

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

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Contractor shall provide copies of those signed nondisclosure provisions to Parent Possible/the State upon execution of the nondisclosure provisions if requested by Parent Possible/the State.

C. Use, Security, and Retention

Contractor 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. Contractor shall provide Parent Possible/the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to Parent Possible/the State that it has done so, as directed by Parent Possible/the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify Parent Possible/the State immediately and cooperate with Parent Possible/the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by Parent Possible/the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by Parent Possible/the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by Parent Possible/the State, at no additional cost to Parent Possible/the State. Parent Possible/the State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by Parent Possible/the State. If Contractor cannot produce its analysis and plan within the allotted time, Parent Possible/the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse Parent Possible/the State for the actual costs thereof. Parent Possible/the State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide Parent Possible/the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements

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of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

IF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS WILL OR MAY RECEIVE PII UNDER THIS CONTRACT, CONTRACTOR SHALL PROVIDE FOR THE SECURITY OF SUCH PII, IN A MANNER AND FORM ACCEPTABLE TO PARENT POSSIBLE/THE STATE, INCLUDING, WITHOUT LIMITATION, STATE NON-DISCLOSURE REQUIREMENTS, USE OF APPROPRIATE TECHNOLOGY, SECURITY PRACTICES, COMPUTER ACCESS SECURITY, DATA ACCESS SECURITY, DATA STORAGE ENCRYPTION, DATA TRANSMISSION ENCRYPTION, SECURITY INSPECTIONS, AND AUDITS. CONTRACTOR SHALL BE A "THIRD-PARTY SERVICE PROVIDER" AS DEFINED IN §24-73-103(1)(I), C.R.S. AND SHALL MAINTAIN SECURITY PROCEDURES AND PRACTICES CONSISTENT WITH §§24-73-101 ET SEQ., C.R.S. IN ADDITION, AS SET FORTH IN § 24-74-102, ET. SEQ., C.R.S., CONTRACTOR, INCLUDING, BUT NOT LIMITED TO, CONTRACTOR'S EMPLOYEES, AGENTS AND SUBCONTRACTORS, AGREES NOT TO SHARE ANY PII WITH ANY THIRD PARTIES FOR THE PURPOSE OF INVESTIGATING FOR, PARTICIPATING IN, COOPERATING WITH, OR ASSISTING WITH FEDERAL IMMIGRATION ENFORCEMENT. IF CONTRACTOR IS GIVEN DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII, CONTRACTOR SHALL EXECUTE, ON BEHALF OF ITSELF AND ITS EMPLOYEES, THE CERTIFICATION DESCRIBED IN SECTION 21 BELOW ON AN ANNUAL BASIS CONTRACTOR'S DUTY AND OBLIGATION TO CERTIFY AS SET FORTH IN SECTION 21 BELOW SHALL CONTINUE AS LONG AS CONTRACTOR HAS DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII. IF CONTRACTOR USES ANY SUBCONTRACTORS TO PERFORM SERVICES REQUIRING DIRECT ACCESS TO STATE DATABASES CONTAINING PII, THE CONTRACTOR SHALL REQUIRE SUCH SUBCONTRACTORS TO EXECUTE AND DELIVER THE CERTIFICATION TO THE STATE ON AN ANNUAL BASIS, SO LONG AS THE SUBCONTRACTOR HAS ACCESS TO STATE DATABASES CONTAINING PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of Parent Possible/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 Contract.

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B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to Parent Possible/the State's interests. Absent Parent Possible/the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to Parent Possible/the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to Parent Possible/the State a disclosure statement setting forth the relevant details for Parent Possible/the State's consideration. Failure to promptly submit a disclosure statement or to follow Parent Possible/the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section, at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

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

i. $1,000,000 each occurrence;

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ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law, confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Contractor shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Contractor shall maintain limits of not less than $100,000.

E. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

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

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i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

H. Additional Insured

Both Parent Possible and the State of Colorado shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

I. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Contractor or the State.

J. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within seven days of Contractor's receipt of such notice.

K. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

L. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental

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

M. Certificates

Contractor shall provide to Parent Possible/the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by Parent Possible/the State, Contractor shall, within seven Business Days following the request by Parent Possible/the State, supply to Parent Possible/the State evidence satisfactory to Parent Possible/the State of compliance with the provisions of this section.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, Parent Possible/the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., Parent Possible/the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, Parent Possible/the State, following the notice and cure period set forth in §11, shall have

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all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. Parent Possible/the State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Contract

In the event of Contractor's uncured breach, Parent Possible/the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to Parent Possible/the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of Parent Possible/the State, Contractor shall assign to Parent Possible/the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which Parent Possible/the State has an interest. At Parent Possible/the State's request, Contractor shall return materials owned by Parent Possible/the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to Parent Possible/the State at Parent Possible/the State's request.

b. Payments

Notwithstanding anything to the contrary, Parent Possible/the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by Parent Possible/the State, Parent Possible/the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by Parent Possible/the State, Contractor shall remain liable to Parent Possible/the State for any damages sustained by Parent Possible/the State in connection with any breach by Contractor, and Parent Possible/the State may withhold payment to Contractor for the purpose of mitigating Parent Possible/the State's damages until

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such time as the exact amount of damages due to Parent Possible/the State from Contractor is determined. Parent Possible/the State may withhold any amount that may be due Contractor as Parent Possible/the State deems necessary to protect Parent Possible/the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by Parent Possible/the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

Parent Possible/the State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with Parent Possible/the State's directive, and Parent Possible/the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Intellectual Property

If any Work infringes, or if Parent Possible/the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by Parent Possible/the State, (i) secure that right to use such Work for Parent Possible/the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to Parent Possible/the State.

B. Contractor's Remedies

If Parent Possible/the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

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13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

14. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by Parent Possible/the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by Parent Possible/the State to the Procurement Official of the Colorado Department of Human Services as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either

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Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract.

Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire. Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in

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law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, 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 Contractor are the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to Parent Possible/the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Contract; (ii) obtained by Parent Possible/the State from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

18. GENERAL PROVISIONS

A. Assignment

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Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of Parent Possible/the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by Parent Possible/the State shall be subject to the provisions of this Contract

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to Parent Possible/the State. Parent Possible/the State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by Parent Possible/the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by Parent Possible/the State. Contractor shall submit to Parent Possible/the State a copy of each such subcontract upon request by Parent Possible/the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §18.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Contract using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Order of Precedence

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

i. HIPAA Business Associate Agreement (if any).

ii. Federal Provisions (if any).

iii. Colorado Special Provisions in §19 of the main body of this Contract.

iv. Information Technology Provisions Exhibit (if any).

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v. The provisions of the other sections of the main body of this Contract.

vi. PII Certification (if any)

viii. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, Parent Possible/the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

M. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

N. Survival of Certain Contract Terms

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

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq. C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §18.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are

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reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

Q. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

R. CORA Disclosure

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

S. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

T. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

U. Indemnification

i. Applicability

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

ii. General Indemnification

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

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Contract.

iii. Confidential Information Indemnification

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

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor's subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

v. Accessibility

a. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by the Governor's Office Of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

b. Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, *et seq*., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

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c. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

V. Other

i. Compliance with State and Federal Law, Regulations, & Executive Orders Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

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

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

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

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an

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employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of Parent Possible/the State. Contractor shall not have authorization, express or implied, to bind Parent Possible/the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Parent Possible/the State and Parent Possible/the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by Parent Possible/the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If Parent Possible/the State determines that Contractor is in violation of this provision, Parent Possible/the State may exercise

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any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

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

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

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

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

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occurrence of such event, whether or not such notice is given to Contractor, Parent Possible/the State may immediately terminate this Contract.

B. Emergency Planning

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

C. Restrictions on Public Benefits

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

D. Discrimination Contractor shall not:

i. discriminate against any person on the basis of gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any other identity.

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

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

E. Criminal Background Check

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

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS

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Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

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

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

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

21. THIRD PARTY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S, if Contractor is to be granted access to Personal Identifying Information through a database or automated network that is not publicly available information, Contractor certifies, and will certify annually, under penalty of perjury that Contractor has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

If Contractor's agents, employees, assigns or Subcontractors require certification pursuant to § 24- 74-105, C.R.S., Contractor shall require annually that its agents, employees, assigns or Subcontractors sign and date the following certifications as applicable, which shall be made available to the State upon request:

For an individual: *Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of*

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civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

For and entity/organization: *Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74- 102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

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STATEMENT OF WORK – EXHIBIT A

PAT is an evidence-based early childhood parent education and family support program serving families throughout pregnancy until their child completes kindergarten. The program provides personal visits during which PAT certified parent educators share age-appropriate child development information with parents and engage the family in activities that provide meaningful parent/child interaction. In addition to personal visits which are held at least monthly with each family, the program also provides monthly group meetings designed to relay information about child development and offer parents opportunities to interact and support one another. PAT programs also offer health, hearing, vision, and developmental screening to provide families with information about their child's health and developmental progress and to increase parents' understanding of their child's development, identify strengths, abilities, and areas of concern, and to refer families to community resources as appropriate. PAT program sites are also significant partners in their communities, working in collaboration with other early childhood and family services programs to ensure that families have the resources they need to be their child's best first teacher.

The Subgrantee (PAT site), in accordance with the terms and conditions of this contract, shall perform and complete, in a timely and satisfactory manner, all activities described in the approved Statement of Work, which includes compliance with TGYS requirements, fidelity to the PAT program model (as outlined in the previous paragraph and the attached work plan), and conformity to all applicable standards for stewardship of public monies. Specifically:

1. The Subgrantee shall commit to all activities in the Parent Possible PAT Memorandum of Agreement.

2. The Subgrantee shall adhere to the 21 Essential Requirements indicated by the PAT National Center to achieve and sustain model fidelity.

3. At least one individual from Subgrantee will attend mandatory orientation via webinar at the start of the funding cycle to ensure program is implemented with fidelity and data collection/financial reporting systems are in place.

4. The Subgrantee will be expected to attend required Parent Possible trainings, webinars, and meetings throughout the program year including the monthly PAT topical call.

5. The Subgrantee shall maintain their Affiliate status as a Parents as Teachers program in good standing, completing all necessary requirements for supervisor and parent educator training and certification/re-certification, as outlined by the Parents as Teachers National Center and Parent Possible.

6. The Subgrantee shall track all required programmatic and fiscal information and meet deadlines for submitting reports to Parent Possible as requested. The Subgrantee shall

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provide data to Parent Possible as requested to support the obligation to provide comprehensive statewide PAT reports to TGYS. Reporting expectations include:

- Monthly reimbursement requests that are accurate and complete
- Regular and ongoing data entry into Visit Tracker
- Submission of regular program data reports
- Participation in the Colorado PAT TGYS evaluation plan (including implementation and outcomes survey)
- Submission of the National PAT Affiliate Performance Report, Annual Affiliate fee, and staff model certification fees.

7. The Subgrantee will submit to one fiscal monitoring and desk audit per year, including providing all requested documentation of fiscal policies and supporting materials.

8. The Subgrantee will have a written recruitment and enrollment strategy in place to ensure the maximum number of eligible families are served. The Subgrantee will meet and maintain projected caseload and reach the target population to include at least the following:

Counties: **Gunnison County**

Numbers Served: **15 children**

10 families

Goal	Activity to Reach Goal	Expected Outputs & Outcomes (Deliverables)
Increase connections to caring adults.	Monthly or twice monthly personal visits to increase parent knowledge of child development, improve parenting practices, provide early detection of developmental delays and health issues, prevent child abuse and neglect, and increase school readiness.	By June 30, 2024, PAT site will recruit agreed upon caseload of families and children to participate in the PAT program. During this time frame, home visitors will deliver monthly or bi-monthly PAT personal visits, depending on family need. Participation and services will be tracked through Visit Tracker. 90% of parents enrolled in the PAT program will report improved relationships with their child(ren) as measured through parent surveys and the PICCOLO assessment. Parent surveys will be completed online or on paper. Parent educators will complete a PICCOLO assessment with each eligible family and enter results into Visit Tracker.

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Increase connections to positive peer relationships, social networks, and social supports.	Group Connections to help parents build social connections with other participants. Topics are selected with input from families and should provide opportunities to build peer connections and engage in experiences that promote empowerment and leadership.	PAT site will provide a minimum of 10 group connections for parents to learn about other local resources, to discuss and share individual and common concerns, and to reduce social isolation. The number of families participating in monthly group meetings will be tracked through Visit Tracker and the use of sign in sheets. 90% of parents will report feeling connected to friends or resources in their communities as measured through parent surveys. Parent surveys will be completed online or on paper.
Increase exposure to positive activities, community, and environments	Group connections for parents to engage in enrichment activities related to parenting, employment, school/ community/social services, DEI, and personal growth.	By June 30, 2024, PAT site will provide a minimum of 10 group connections for parents to learn about other local resources, to discuss and share individual and common concerns, and reduce social isolation. The number of families participating in monthly group meetings will be tracked through Visit Tracker and the use of sign in sheets. By the end of the program, 90% of parents will report having opportunities to learn about DEI and be involved in addressing community issues as measured through parent surveys. Parent surveys will be completed online or on paper.

PREVENTION SPECIFIC GOALS:

Goal	Activity to Reach Goal	Expected Outputs & Outcomes (Deliverables)
Increase identification of family needs and connections to appropriate services.	Resource and Referral to allow parent educators to identify needs and connect families to local resources.	By June 30, 2024, 90% of families will complete a family centered assessment and will at least one goal. By June 30, 2024, 90% of families enrolled in the PAT program will be referred to additional resources if needed to meet family needs and increase parental resilience. Parent educators will enter each family centered assessment, goal set, and resource connection in Visit Tracker.

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		By the end of the program, 90% of parents will report feeling connected to resources in their communities and that PAT supports families in reaching their goals as measured through parent surveys. Parent surveys will be completed online or on paper.
Increase family and child social and emotional skills.	Personal visits to deliver curriculum, facilitate the parent/child relationship, and address issues and concerns parents are facing; Resource connections to additional services to ensure families receive necessary supports; Health & Developmental Screenings	By June 30, 2024, PAT site will recruit agreed upon caseload of parents and children to participate in the PAT program. Parent educators will deliver monthly or bi-monthly PAT personal visits, based on family need. Participation and services will be tracked in Visit Tracker. By June 30, 2024, 90% of families enrolled in the PAT program will be referred to additional resources if needed to meet family needs and increase parental resilience. All data will be tracked in Visit Tracker. By June 30, 2024, 90% of children enrolled in PAT will be screened for possible developmental and social emotional delays, and referrals will be made for follow up as necessary. 90% of parents enrolled in the PAT program will report increased knowledge of child development and healthy family development as measured through parent surveys. Parent surveys will be completed online or on paper.
Increase parent/caregiver & child/youth relationships.	Personal visits to support the development of skills, confidence, and knowledge that support the strengthening of the parent-child relationship.	By June 30, 2024, agreed upon caseload of families will complete monthly or bi-monthly personal visits using the PAT curriculum. These visits will be recorded by parent educators in Visit Tracker. 90% of parents enrolled in the PAT program will report improved relationships with their child(ren) as measured through parent surveys and the PICCOLO assessment. Parent surveys will be completed online or on paper. Parent educators will complete a PICCOLO assessment with each eligible family and enter results into Visit Tracker.

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The Subgrantee has selected: Shonna Gray as the primary PAT Program Supervisor.

The PAT Program Supervisor reports to: Joni Reynolds.

Both the PAT Program Supervisor and their supervisor have read and understand the duties outlined in this Contract.

DocuSigned by:
Joni Reynolds
16E71D4BCCED492...

On behalf of
Shonna Gray

Signature of PAT Program Supervisor

DocuSigned by:
Joni Reynolds
16E71D4BCCED492...

Signature of Supervisor of the PAT Program Supervisor

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Colorado Parents as Teachers Program Site - Exhibit B
TGYS Funding Budget 2023-2024

Agency Name	Gunnison County Health & Human Services	Budget Period	7/1/2023-6/30/2024

Expenditure Categories

PERSONNEL SERVICES

Position Title / Employee Name	Description of Work For hourly employees, please include the hourly rate and number of hours in your description. Include number of months budgeted.	Gross Salary	Fringe	Total TGYS Request	Total Program Budget
PAT Supervisor/ Shonna Gray	PAT Supervisor - 5 hours/week/12 months/year	$92,081.00	$8,287.00	$0.00	$11,507.60
PAT Educator/ Migeeli Arias	PAT Educator 32 hours/week for 12 months/year. Hourly wage $28	$46,592.00	$4,193.28	$10,780.00	$46,592.00
PAT Educator/ Open	PAT Educator 10 hours/week for 12 months/year. Hourly wage: $28	$14,560.00	$0.00	$10,000.00	$14,560.00
Total Personal Services		**$153,233.00**	**$12,480.28**	**$20,780.00**	**$72,659.60**

SUPPLIES & OPERATING

Item	Description of Item Operating Expenses can include Facilities & Admin costs as line items if not requesting IDC	Total TGYS Request	Total Program Budget
Books & Subscriptions	Parent books/supplies	$0.00	$2,000.00
Office/Operating Supplies	Day to day items to help get things started for new staff and needs for meeting with	$900.00	$5,000.00
PAT Affiliate Fee	PAT Annual Affiliate Fee	$2,200.00	$2,200.00
Advertising	Community Advertising	$0.00	$500.00
Training	Training for staff	$1,340.00	$1,500.00
Conference	Conference Attendance	$500.00	$1,000.00
Total Supplies & Operating Expenses		**$4,940.00**	**$12,200.00**

TRAVEL

Item	Description of Item For mileage, include rate and estimated number of miles (must be 90% of current IRS rate or lower)	Total TGYS Request	Total Program Budget
Lodging	Lodging for traveling	$680.00	$1,360.00
Mileage	Mileage for travel for conferences and mileage for home visits	$700.00	$1,400.00
Meals	Meals for traveling	$400.00	$800.00
Total Travel		**$1,780.00**	**$3,560.00**

CONTRACTUAL (payments to third parties or entities)

Item	Subcontractor / Entity Name	Total TGYS Request	Total Program Budget
Total Contractual		**$0.00**	**$0.00**

INDIRECT

Item	Description of Rate / Item	Total TGYS Request	Total Program Budget
Negotiated Indirect cost rate (Federal) - attach NICRA notice			XXXXXXXXXXXXXX
Indirect rate of 10% if you do not have a Negotiated Indirect cost			XXXXXXXXXXXXXX
Total Indirect		**$0.00**	XXXXXXXXXXXXXX

TOTAL TGYS REQUEST	**$27,500.00**
Total Program Budget	**$88,419.60**
TGYS Request as a % of Program Budget, if Awarded	**31.10%**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Delegation Approval to County Manager; 3-08-0030-0

Action Requested: Board of County Commissioners' Signature

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

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

Summary:

The attached BOCC approved FAA AIP Grant Application and Project Cost document for the Taxiway Connector rehab project represents a FAA Grant offer for same amount expected in the near future. To facilitate commencement of the project before the fall season it is requested to approve a

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim Discharge Date: 7/24/2024

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

Comments:
The attached document is a prior contract and a cost estimate for the new contract. The new contract has not yet arrived and therefore was not reviewed. SO 7/24/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/24/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/31/2024

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

Agenda Date: 8/6/2024

Revised April 2015

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier: GUC

5a. Federal Entity Identifier:

*5b. Federal Award Identifier: 3-08-0030-065-2024

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Gunnison County Board of Commissioners

*b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6000770

*c. UEI: NSN9FAGKEDJ9

d. Address:

*Street 1: 519 West Rio Grande Ave
Street 2:
*City: Gunnison
County/Parish: Gunnison
*State: CO
*Province:
*Country: USA: United States
*Zip / Postal Code 81230-3237

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Rick
Middle Name:
*Last Name: Lamport
Suffix:

Title: Airport Manager

Organizational Affiliation:

*Telephone Number: 970-641-2304 Fax Number: (970) 641-8559

*Email: rlamport@gunnisoncounty.org

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Gunnison and Gunnison County, Colorado

***15. Descriptive Title of Applicant's Project:**

Taxiway Connector Rehabilitation

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 3rd *b. Program/Project: 3rd

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 10/01/2023 *b. End Date: 12/31/2024

18. Estimated Funding ($):

*a. Federal	$ 3,035,484
*b. Applicant	$ 0
*c. State	$ 168,638
*d. Local	$ 168,638
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 3,372,760

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Matthew

Middle Name:

*Last Name: Birnie

Suffix:

*Title: County Manager

*Telephone Number: 970-641-0248 Fax Number: 970-641-3061

* Email: mbirnie@gunnisonsounty.org

*Signature of Authorized Representative:  *Date Signed: 5/9/24

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☒ Yes ☐ No ☐ N/A

☒ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☒ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative 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 Sponsor, to any person for influencing or attempting to influence an officer or employee of an 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 Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, 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.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Section 13-103 of the Gunnison County land Use Resolution includes a restriction on structure heights, and states that there shall be no interference with established airport flight paths or structual height restrictions within airport influence zones.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The County is not in default on any obligation to the United States government

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no circumstances which in reasonable probability make it impossible for the Sponsor to complete this project

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

The project is consistent with local plans

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The project has given fair consideration

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

N/A

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

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			$ 15,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			540,000
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			2,817,760
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			$ 3,372,760
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			3,372,760
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)			$ 3,372,760
19. Federal Share requested of Line 18			3,035,484
20. Grantee share			168,638
21. Other shares			168,638
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 3,372,760

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. **Total**	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	
25. Other Shares	**Amount**
a. State	
b. Other	
c. **TOTAL** - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: Taxiway Connector Rehabilitation

AIRPORT: Gunnison-Crested Butte Regional Airport

1. Objective:

This project shall consist of rehabilitating taxiway connectors A4-A8 along with the portion of Taxiway A between A7 and A8. The existing taxiway connectors A5-A8 are comprised of Trinidad Lake Asphalt, which was an experimental asphalt used around 2004 that was supposed to be more environmentally friendly than standard hot mix asphalt

2. Benefits Anticipated:

The surface course of the existing pavement section has reached the end of its useful life. By removing and replacing the surface course with a new lift of asphalt the airport will extend the use of the taxiway connectors. The taxiway connectors are critical connections from the primary runway to the parallel taxiway.

3. Approach: (See approved Scope of Work in Final Application)

4. Geographic Location:

The airport is located with the City of Gunnison, Colorado
The geographical reference point for the airport:
LAT: 38d32'03.55", LONG: 106d 55'54.32"

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: (include address & telephone number)

Matthew Birnie (970) 641-0248
Gunnison County Manager
200 East Virginia, Suite #104, Gunnison, CO

CIP/PREAPPLICATION DATA SHEET

AIRPORT: **Gunnison-Crested Butte Regional Airport** **LOCAL PRIORITY:**_____ **UPDATED:**

WORK ITEM: Taxiway Connector Rehabilitation

SKETCH:



JUSTIFICATION:

SPONSOR SIGNATURE: _____ DATE: 5/9/24

COST ESTIMATE: Item (Excavation, Paving, etc.)

ADMINISTRATION:	$ 15,000	1	$	4:	$
ENGINEERING:	$ 540,000	2:	$	5:	$
CONSTRUCTION:	$ 1,900,000	3:	$	TOTAL:	$ 2,455,000

ADO USE:

PREAPP NO:_____ **GRANT NO:**_____ **NPIAS CODE:**_____ **WORK CODE:**_____ **FAA PRIOR:**_____ **FED $**_____

STANDARD DOT TITLE VI ASSURANCES

Gunnison County Board of Commissioners(hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED 5/9/24

Gunnison County Board of Commissioners
(Sponsor)

(Signature of Authorized Official)

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Form 5100-145, FAA Title VI Pre-Grant Award Checklist

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, completing and reviewing the collection of information.

All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524

Instructions for Form 5100-145, FAA Title VI Pre-Grant Award Checklist

This Checklist must be completed and submitted by the sponsor as a part of each FAA grant application.

"Yes" responses mean that the sponsor is currently in compliance or has a corrective action plan approved by the FAA Office of Civil Rights (FAA) to come into compliance. "No" responses mean there is a potential compliance issue. Compliance issues will be brought to the attention of the FAA to determine if corrective actions are necessary. If there are any questions, please contact ACR-4-TitleVI@faa.gov.

References to "Title VI" in this checklist include Title VI of the Civil Rights Act of 1964 and related authorities that expand or clarify nondiscrimination protections in FAA assisted programs, identified in FAA Order 1400.11 [https://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.current/documentNumber/1400.11].

FAA Title VI Pre-Grant Award Checklist

Submission information

Submission date (Pick a date):

Name of airport sponsor: Gunnison County Board of Commissioners

Submitter's name: Matthew Birnie

Title: County Manager

Phone number: 970-641-0248

Section 1: Questions Concerning Prior Approval of Title VI Program

By selecting "Yes" below, the sponsor certifies that the following documents were provided to, and approved by, the FAA Office of Civil Rights, and documentation of FAA's approval has been received by the sponsor. The FAA Office reviewing this grant application will confirm the FAA's approval of the documents in this Section prior to approving the grant application.

A sponsor that has ***both*** a Title VI* Plan and a Community Participation Plan, ***both*** of which are approved by the FAA and current, and has already received approval for the information outlined in this Checklist, does not need to complete the remaining questions in Sections 2 and 3 of this Checklist.

This information is required based on DOT Order 1000.12C, Ch. II, Secs. 3 and 4 [https://www.transportation.gov/mission/us-department-transportation-title-vi-program].

Criterion	Notes	Response	Comments
1.1 The sponsor has a written Title VI Plan, approved by the FAA Office of Civil Rights, and subsequently adopted by the recipient, and documentation of the approval and adoption.	Sponsors must develop and adopt a Title VI Plan that outlines the recipient's measures to ensure compliance with Title VI. A current Title VI Plan on file with the FAA is sufficient if the Plan is no more than 3 years old. If the sponsor does not have an approved Title VI Plan, select "No" and complete Sections 2 and 3 of this Checklist.	☐ Yes ☒ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by June 30, 2024.
1.2 The sponsor has a written Community Participation Plan (CPP), or an equivalent public participation plan (PPP), and documented approval or concurrence of the plan from the FAA Office of Civil Rights.	Sponsors must satisfy CPP requirements as a condition of receiving an award of federal financial assistance. To the extent the sponsor has already prepared a PPP as part of planning or other requirements of FAA or DOT, that plan or plans may satisfy the CPP requirement so long as the plan has incorporated the Title VI requirements as provided in DOT Order 1000.12C, Ch. II, Sec. 4(a-j). If the sponsor does not have an approved CPP or PPP, select "No" and answer question 3.5 in Section 3 of this Checklist.	☐ Yes ☒ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by June 30, 2024. CPP to be submitted by September 30, 2024.

If the answers to 1.1 and 1.2 above are both "Yes," do *not* complete Sections 2 and 3.

Section 2: Questions Concerning Applicant Data

By selecting "Yes" below, the sponsor certifies that the following documents have been collected in its records prior to submitting this grant application and will be timely made available to FAA staff, including from the FAA Offices of Airports, Chief Counsel, and Civil Rights, upon request.

"Timely available" usually means within 1 week or less, depending on the scope and circumstances. The data should already be available in a format that can be forwarded, as-is. No further data collection or summarization efforts should be necessary to respond to the request.

This information is required by DOT Order 1000.12C, Ch. II, Sec. 2; 49 CFR 21.9; and FAA Order 1400.11.

Criterion	Notes	Response	Comments
2.1 The sponsor has, on file, demographic information for the surrounding community and communities otherwise affected by the sponsor's facilities and operations, including any airport noise and relocations.	At a minimum, data is required for race, color, national origin, and limited English proficiency (LEP) populations. The collected data must include the most current U.S. Census Bureau data, where available, such as American Community Survey data. EJScreen [www.epa.gov/ejscreen] is a useful resource for assessing project areas.	☐ Yes ☒ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by June 30, 2024.
2.2 The sponsor has, on file, demographic information for beneficiaries. For example, if the applicant is an airport operator, it has collected information for its airport customers.	In most cases, this type of information is available through voluntary disclosures by customers, lessees, community meeting attendees, and businesses seeking opportunities with the applicant. If not applicable or after reasonable efforts, no information was collected, respond, "Yes."	☐ Yes ☒ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by June 30, 2024.

Criterion	Notes	Response	Comments
2.3 The sponsor has, on file, demographic information for their staff.	In most cases, this type of information is available through voluntary disclosures. See also 49 CFR § 21.5(c). If not applicable or after reasonable efforts, no information was collected, respond, "Yes."	☐ Yes ☒ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by June 30, 2024.
2.4 The sponsor has, on file, demographic information for individuals who are members of planning or advisory boards overseeing the applicant's programs, including its airport operations (if applicable).	Airport sponsors, the most common FAA grant applicants, commonly have appointed boards or are overseen directly by elected bodies, such as city councils. In addition, input for specific projects or sponsor priorities is often provided by standing appointed committees. If not already available, the information can be requested on a voluntary basis. If not applicable or after reasonable efforts, no information was collected, respond, "Yes."	☐ Yes ☒ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by June 30, 2024.

Section 3: Questions about the Sponsor's Programs

By choosing "Yes" below, the sponsor certifies that the related statements are true.

This information is required by DOT Order 1000.12C, Ch. II, Secs. 2, 3, and 4.

Criterion	Notes	Response	Comments
3.1 The sponsor's programs, including any airport operations, have been evaluated for potential impact based on race, color, national origin (including limited English proficiency (LEP)), or low-income status as part of an environmental review process consistent with FAA requirements.	Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C). See Title VI of the Civil Rights Act of 1964 [www.justice.gov/crt/fcs/TitleVI]; 49 CFR part 21 [www.ecfr.gov] DOT Order on Environmental Justice [www.transportation.gov/transportation-policy/environmental-justice]	☐ Yes ☒ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by June 30, 2024.
3.2 The sponsor has evaluated Checklist Section 2 data to identify any potential disparities based on race, color, or national origin (including LEP), as part of an analysis to identify potential discriminatory effects, consistent with FAA requirements.	Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C).	☐ Yes ☒ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by June 30, 2024.

Criterion	Notes	Response	Comments
3.3 The sponsor has performed a "Four-Factor" LEP analysis for the sponsor's programs, including its airport operations (if applicable). Plans and procedures and resources are in place to meet the identified LEP needs, consistent with the analysis.	A "Yes" response means yes to both parts of the question. The LEP analysis must be consistent with Executive Order 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to LEP Persons (70 FR 74087, December 14, 2005). See DOT's LEP Guidance [https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance].	☐ Yes ☒ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by June 30, 2024.
3.4 If the sponsor is an airport sponsor, the FAA Unlawful Discrimination Poster is displayed at its public airport facilities. If the sponsor is ***not*** an airport sponsor, it uses other effective methods to inform its customers, clients, beneficiaries, etc., that it will not discriminate based on race, color, national origin (including LEP), age, sex (including sexual orientation and gender identity), or creed, and of how to file a complaint of discrimination under Title VI against the applicant.	For airport sponsors, areas where the posters should be displayed include, as applicable, airport terminals, fixed base operator facilities, and at businesses that are open to the public and operating on airport property, such as hotels. For larger facilities, posters should be placed so that people can reasonably be expected to see them, no matter where they are in the facility. The poster is available at Airport Civil Rights Program – National Airport Policy and Compliance [https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/national_airport_policy_compliance/]. If applicant is not an airport, the method used to inform the public must be ongoing and documented.	☐ Yes ☒ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by June 30, 2024.

Criterion	Notes	Response	Comments
3.5 The sponsor's practices for obtaining proactive and meaningful public participation to ensure that (1) beneficiaries, as well as contractors and sub-recipients (if applicable), are adequately informed about how programs, projects, and other activities will potentially affect them, and (2) diverse views are heard and considered throughout all stages of consultation, planning, and decision-making processes.	To demonstrate compliance with Title VI, the sponsor must specifically be able to show how it affords all members of the community equal opportunity to provide input, regardless of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age, in accordance with Title VI, 49 U.S.C. § 47123, Executive Orders 12898 and 13166, DOT Order 5610.2C, and the DOT LEP guidance at 70 FR 74087. Please ***skip*** this question if the sponsor has an FAA-approved community participation plan.	☐ Yes ☒ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by June 30, 2024.
3.6 Detailed information for all of the sponsor's Title VI lawsuits, investigations, and complaints filed or pending within the last 2 years been uploaded to the FAA Civil Rights Connect System or sent to ACR-4-TitleVI@faa.gov, with receipt acknowledged.	Sponsors must provide the FAA with both the initial notifications for the individual lawsuits, investigation, and complaints, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the lawsuits, investigation, and complaint, and confirmation for resolution of identified deficiencies. See Appendix C to 49 CFR 21, Sub-part (b)(3) [available through www.ecfr.gov]. "Title VI lawsuits, investigations, and complaints" include those alleging discrimination based on race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed or age.	☐ Yes ☒ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by June 30, 2024.

Criterion	Notes	Response	Comments
3.7 Detailed information for all Title VI oversight activities (including audits, compliance reviews, and assessments for the sponsor) performed or pending within the last 2 years, has been sent to ACR-4-TitleVI@faa.gov, with receipt acknowledged. This requirement does not apply to oversight activities conducted by FAA.	Sponsors must provide the FAA with both the initial notifications for the individual audits, compliance reviews, and assessment, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the audits, compliance reviews, and assessment, and confirmation for resolution of identified deficiencies. See Appendix C to 49 CFR 21, Sub-part (b)(3) [available through www.ecfr.gov].	☐ Yes ☒ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by June 30, 2024.
3.8 Detailed information for any pending grant applications with Federal agencies other than FAA identified in the grant application.	The information should be included in narrative fields of the pending application.	☐ Yes ☒ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by June 30, 2024.

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly of indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS

AIRPORT: Gunnison-Crested Butte Regional Airport

LOCATION: Gunnison, Colorado

AIP PROJECT NO.: 3-08-0030-065-2024

STATEMENTS APPLICABLE TO THIS PROJECT

☒ **a.** **INTEREST OF NEIGHBORING COMMUNITIES**: In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Gunnison-Crested Butte Regional Airport.

☒ **b.** **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.

☒ **c.** **FBO COORDINATION**: The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Gunnison-Crested Butte Regional Airport, and they have been informed regarding the scope and nature of this project.

☒ **d.** **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ DATE: 5/9/24

TITLE: Matthew Birnie, County Manager

SPONSORING AGENCY: Gunnison Board of Commissioners

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;

b. The nature and basis of opposition;

c. Sponsor's plan to accommodate or otherwise satisfy the opposition;

d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.

e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;

f. Sponsor's plans, if any, to minimize any adverse effects of the project;

g. Benefits to be gained by the proposed development; and

h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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 of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipents 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.

Signed  Date 5/9/24

Sponsor's Authorized Representative

Title County Manager

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Gunnison-Crested Butte Regional Airport/ Gunnison Board of Commissioners

AIP #: 3-08-0030-065-2024

Project Description(s): Taxiway Connector Rehabilitation

1) **Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.**
   ☒ **None**

2) **Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.**
   ☒ **None** (If "None", continue with questions 3 and 4).

3) **Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.**
   ☒ **None**

4) **Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.**
   ☒ **None**

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison-Crested Butte Regional Airport

Project Number: 3-08-0030-065-2024

Description of Work: Taxiway Connector Rehabilitation

Application
49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements
Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
   ☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).
   ☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
   ☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

   ☒ Yes ☐ No ☐ N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);

   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and

   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☒ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

   ☒ Yes ☐ No ☐ N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);

   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);

   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and

   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☒ Yes ☐ No ☐ N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);

   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☒ Yes ☐ No ☐ N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

    a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

    b. Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and

    c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 9th day of May, 2024.

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor's Authorized Official: Matthew Birnie

Title of Sponsor's Authorized Official: County Manager

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison-Crested Butte Regional Airport

Project Number: 3-08-0030-065-2024

Description of Work: Taxiway Connector Rehabilitaion

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Gunnison-Crested Butte Regional Airport
Address: 711 Rio Grande Avenue, Gunnison, CO 81230

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 9th day of May , 2024 .

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor's Authorized Official: Matthew Birnie

Title of Sponsor's Authorized Official: County Manager

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison-Crested Butte Regional Airport

Project Number: 3-08-0030-065-2024

Description of Work: Taxiway Connector Rehabilitation

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☒ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
    a. Only one qualified person/firm submits a responsive bid;
    b. Award is to be made to other than the lowest responsible bidder; and
    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:
    a. Access to Records (§ 200.336)
    b. Buy American Preferences (Title 49 U.S.C. § 50101)
    c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
    e. Occupational Safety and Health Act requirements (20 CFR part 1920)
    f. Seismic Safety – building construction (49 CFR part 41)
    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
    h. U.S. Trade Restriction (49 CFR part 30)
    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:
    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:
    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

    ☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) include or will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 9th day of May ,2024 .

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor's Authorized Official: Matthew Birnie

Title of Sponsor's Authorized Official: County Manager

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison-Crested Butte Regional Airport

Project Number: 3-08-0030-065-2024

Description of Work: Taxiway Connector Rehabilitation

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes ☐ No ☒ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 9th day of May , 2024.

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor's Authorized Official: Matthew Birnie

Title of Sponsor's Authorized Official: County Manager

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Real Property Acquisition
Airport Improvement Program Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison-Crested Butte Regional Airport

Project Number: 3-08-0030-065-2024

Description of Work: Taxiway Connector Rehabilitation

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.

   ☒ Yes ☐ No ☐ N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.

   ☒ Yes ☐ No ☐ N/A

3. If property for airport development is or will be leased, the following conditions have been met:

   a. The term is for 20 years or the useful life of the project;

   b. The lessor is a public agency; and

   c. The lease contains no provisions that prevent full compliance with the grant agreement.

   ☐ Yes ☐ No ☒ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

   ☒ Yes ☐ No ☐ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

   ☒ Yes ☐ No ☐ N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

   a. The right of flight;

   b. The right of ingress and egress to remove obstructions; and

   c. The right to restrict the establishment of future obstructions.

   ☒ Yes ☐ No ☐ N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

   a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and

   b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

   ☐ Yes ☐ No ☒ N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

   ☐ Yes ☐ No ☒ N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

   ☐ Yes ☐ No ☒ N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

    a. No coercive action to induce agreement; and

    b. Supporting documents for settlements included in the project files.

    ☐ Yes ☐ No ☒ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:

    a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and

    b. Supporting documents for awards included in the project files.

    ☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

    ☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

    ☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 9th day of May , 2024 .

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor's Authorized Official: Matthew Birnie

Title of Sponsor's Authorized Official: County Manager

Signature of Sponsor's Designated Official Representative: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison-Crested Butte Regional Airport

Project Number: 3-08-0030-065-2024

Description of Work: Taxiway Connector Rehabilitation

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

   ☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

   ☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

   ☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

    ☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

    ☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

    ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 9th day of May, 2024.

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor's Authorized Official: Matthew Birnie

Title of Sponsor's Authorized Official: County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison-Crested Butte Regional Airport

Project Number: 3-08-0030-065-2024

Description of Work: Taxiway Connector Rehabilitation

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 9th day of May, 2024.

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor's Authorized Official: Matthew Birnie

Title of Sponsor's Authorized Official: County Manager

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

FAA
Airports

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

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

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. **Consideration of Local Interest.**

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

8. **Consultation with Users.**

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

9. **Public Hearings.**

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

10. **Metropolitan Planning Organization.**

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

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

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

12. **Terminal Development Prerequisites.**

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

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

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

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

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

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

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

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

30. Civil Rights.

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

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

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

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

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
    1. Reinvestment in an approved noise compatibility project;
    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

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

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

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

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

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

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

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

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded, BIL Funded, and PFC Approved Projects

Updated: 11/17/2022

View current and previous versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/. [1]

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

[1] All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

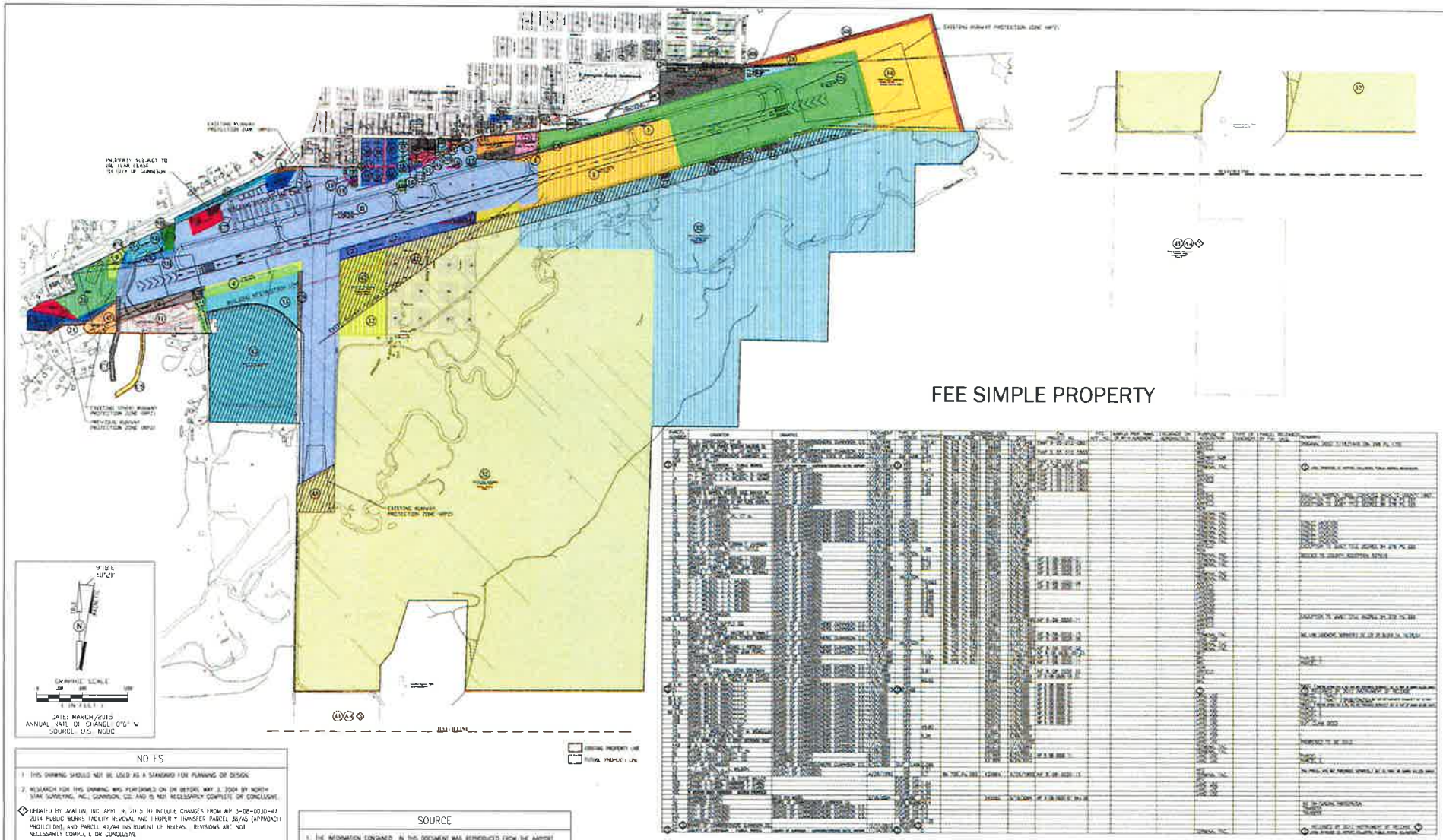
NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G, Change 1	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons

NUMBER	TITLE
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction

NUMBER	TITLE
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects



NOTES

1. THIS DRAWING SHOULD NOT BE USED AS A STANDARD FOR PLANNING OR DESIGN.
2. RESEARCH FOR THIS DRAWING WAS PERFORMED ON OR BEFORE MAY 3, 2004 BY NORTH STAR SURVEYING, INC., GUNNISON, CO, AND IS NOT NECESSARILY COMPLETE OR CONCLUSIVE.
3. UPDATED BY JVIATION, INC. APRIL 9, 2015 TO INCLUDE CHANGES FROM AIP 3-08-0030-47 2014 PUBLIC WORKS FACILITY REMOVAL AND PROPERTY TRANSFER PARCEL 38/45 (APPROACH PROTECTION), AND PARCEL 47/44 INSTRUMENT OF RELEASE. REVISIONS ARE NOT NECESSARILY COMPLETE OR CONCLUSIVE.
4. JVIATION, INC. HAS NOT SURVEYED OR VERIFIED THIS INFORMATION.

SOURCE

1. THE INFORMATION CONTAINED IN THIS DOCUMENT WAS REPRODUCED FROM THE AIRPORT PROPERTY MAP BY BARNARD DUNKELBERG & COMPANY DATED MAY 2006.

JVIATION

Gunnison Crested Butte
REGIONAL AIRPORT

DES: R.L.B.
DR: R.L.B.
CH: S.V.B.
APP: S.V.B.

ISSUE RECORD

NO.	BY	DATE	DESCRIPTION
1	S.V.B.	11/17/16	FINAL

THE PREPARATION OF THIS DOCUMENT MAY HAVE BEEN SUPPORTED IN PART THROUGH THE AIRPORT IMPROVEMENT PROGRAM FINANCIAL ASSISTANCE FROM THE FEDERAL AVIATION ADMINISTRATION AS PROVIDED UNDER TITLE 49, U.S.C., SECTION 47104. THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL POLICY OF THE FAA. ACCEPTANCE OF THIS AIRPORT LAYOUT PLAN BY THE FAA DOES NOT, IN ANY WAY, CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED THEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE OR ACCEPTABLE WITH RESPECT TO OTHER FEDERAL LAWS, REGULATIONS OR RESPONSIBILITIES.

AIRPORT LAYOUT PLAN

AIRPORT PROPERTY MAP

AIP PROJ. NO.	JVIATION PROJ. NO.	DATE
3-08-0030-048	2014.GUC.03	NOVEMBER, 2016

SHEET NO.
19 of 19

Project Costs vs Funding

Gunnison-Crested Butte Regional Airport (GUC)

Taxiway Connector Rehabilitation

Thursday, June 27, 2024

Project Costs				
		Federal Share	State Share	Local Share
	Totals	90%	5%	5%
Eng/CM Fee	$ 526,850.00	$ 474,165.00	$ 26,342.50	$ 26,342.50
United Bid	$ 2,284,960.00	$ 2,056,464.00	$ 114,248.00	$ 114,248.00
Admin	$ 15,000.00	$ 13,500.00	$ 750.00	$ 750.00
Total	**$ 2,826,810.00**	**$ 2,544,129.00**	**$ 141,340.50**	**$ 141,340.50**

AIP-65 Entitlement	$ 1,150,538.00	$ 1,035,484.00	$ 57,527.00	$ 57,527.00
AIP-65 Discretionary	$ 1,676,272.00	$ 1,508,645.00	$ 83,814.00	$ 83,813.00
Total	**$ 2,826,810.00**	**$ 2,544,129.00**	**$ 141,341.00**	**$ 141,340.00**

U.S. Department of Transportation Federal Aviation Administration

Airports Division Northwest Mountain Region Colorado

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

April 25, 2024

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

Dear Mr. Jonathan Houck:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-08-0030-064-2024 at Gunnison-Crested Butte Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

***Steps You Must Take to Enter Into Agreement*.** To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **May 31, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

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

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

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

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

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

FAA Contact Information. Paulette Lugo, (303) 342-1256, paulette.lugo@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,



John P. Bauer
Manager, Denver Airports District Office

U.S. Department of Transportation Federal Aviation Administration

FY 2024 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	April 25, 2024	
Airport/Planning Area	Gunnison-Crested Butte Regional Airport	
Airport Infrastructure Grant Number	3-08-0030-064-2024	[Contract No. DOT-FA24NM-1008]
Unique Entity Identifier	NSN9FAGKEDJ9	

TO: County of Gunnison

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated March 19, 2024, for a grant of Federal funds for a project at or associated with the Gunnison-Crested Butte Regional Airport, which is included as part of this Grant Agreement; and

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

Reconstruct General Aviation Apron (66.59%) - Construction (Schedule I)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $2,058,666.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $2,058,666 airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before May 31, 2024, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its

information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or

2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

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

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

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

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

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
   i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
   ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
   iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
   i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
   ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      a) Associated with performance under this Grant; or
      b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    i. Associated with performance under this Grant; or
    ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:
    i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
    i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    ii. Includes:
        a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 17, 2016, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;

ii. Gross waste of Federal funds;

iii. An abuse of authority relating to implementation or use of Federal funds;

iv. A substantial and specific danger to public health or safety; or

v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;

v. A court or grand jury;

vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

28. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
29. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
30. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
    c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
            i. Location of all runways, taxiways, and aprons;
            ii. Dimensions;
            iii. Type of pavement; and,
            iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
        2. Inspection Schedule.
            i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index

(PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

   i. Inspection date;

   ii. Location;

   iii. Distress types; and

   iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

31. **Project Containing Paving Work in Excess of $500,000.** The Sponsor agrees to:

   a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

      1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

      2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

      3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

      4. Qualifications of engineering supervision and construction inspection personnel;

      5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

      6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

   b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied

and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

32. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

33. **Usable Unit of Development**. The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.

34. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. 47106(a)(6).

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

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

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

John P Bauer

(Typed Name)

Manager, Denver ADO

(Title of FAA Official)

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

Part II - Acceptance

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

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

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

COUNTY OF GUNNISON, COLORADO

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

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

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

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

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

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

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

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

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

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

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

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

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

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

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

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

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

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

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

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

30. Civil Rights.

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

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

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

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

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

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

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

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

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

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for BIL projects as of March 19, 2024.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

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

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

GUC-NMG-3-08-0030-064-2024-Grant Agreement

Final Audit Report 2024-05-15

Created:	2024-04-23
By:	FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEAmLQPzr6A3KWWoPPawMhhQio-z9J5wl

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Signer john.bauer@faa.gov entered name at signing as John P Bauer
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Signature Date: 2024-05-08 - 9:41:10 PM GMT - Time Source: server- IP address: 204.132.78.253

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Agreement completed.
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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing; Petition for Abatement or Refund of Taxes

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

The 2023 Petition for abatement is a denial for account R072130.
Email address for Travis Rummel:

Fiscal Impact:

Submitted by: Kate Aldridge **Submitter's Email Address:** kaldridge@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 7/12/2024

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

Comments:
Legally sufficient. SO 7/18/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/18/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/31/2024

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 15

Agenda Date: 8/6/2024

Revised April 2015

PETITION FOR ABATEMENT OR REFUND OF TAXES

County:_____ Date Received_____
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 2/8/24
Month Day Year

Petitioner's Name: Travis and Melissa Rummel

Petitioner's Mailing Address: 14550 Foothill Road
Golden, CO 80401
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
291900000101	25 RAGGED MTN RESERVE RD MCCLURE PASS AREA

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2023 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Please see attached letter

Petitioner's estimate of value: $550,000 (2023)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Travis Rummel
Petitioner's Signature

Daytime Phone Number (970-596-6978
Email TRAVISRUMMEL@GMAIL.COM

By_____ Daytime Phone Number (_____)_____
Agent's Signature*

Printed Name: _____ Email_____

***Letter of agency must be attached when petition is submitted by an agent.**

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: **Assessor's Recommendation**
(For Assessor's Use Only)

Tax Year 2023

	Actual	Assessed	Tax
Original			
Corrected			
Abate/Refund			

☐ **Assessor recommends approval as outlined above.**

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: _____ **Protest?** ☐ **No** ☐ **Yes (If a protest was filed, please attach a copy of the NOD.)**

☒ **Assessor recommends denial for the following reason(s):**
Current value supported by sales

Assessor's or Deputy Assessor's Signature

15-DPT-AR No. 920-66/17

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to $10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of $10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

Tax Year _____

	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

_____ _____
Petitioner's Signature **Date**

_____ _____
Assessor's or Deputy Assessor's Signature **Date**

Section IV: Decision of the County Commissioners

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on _____/_____/_____, at which meeting there were present the following members:
Month Day Year

_____

_____

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ ***(being present--not present)*** and
Name

Petitioner _____ (***being present--not present)***, and WHEREAS, the said
Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board ***(agrees--does not agree)*** with the recommendation of the Assessor, and that the petition be ***(approved--approved in part--denied)*** with an abatement/refund as follows:

_____	_____	_____
Year	Assessed Value	Taxes Abate/Refund

_____
Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, _____.
Month Year

_____
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than $10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator

(For all abatements greater than $10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby
☐ Approved ☐ Approved in part $_____ ☐ Denied for the following reason(s):

_____ _____ _____
Secretary's Signature Property Tax Administrator's Signature Date

Greetings Gunnison County Assessor's Office,

I am seeking property tax abatement for my Gunnison County property at 25 RAGGED MTN RESERVE RD MCCLURE PASS AREA. The property is 40 acre parcel, the majority of which has agricultural status and is unimproved (38 of the 40 acres). In 2018, we completed an off-grid seasonal use cabin — the cabin is connected to a cistern and PV system. It is truly off-grid and is accessible by Forest Service roads when they are free of snow, generally from early June to late October. The cabin is 1200 square feet.

Our valuation jumped from $452,910 in 2022 to $1,027,320 in 2023. This is an **increase of $127%** and would put the cost per square foot of our seasonal use, off grid cabin at $856. The cabin is truly a very simple structure devoid of most modern amenities. The valuation is over **3X** of the median sale price for rural Gunnison County for 2022 based on the assessor report insert. This valuation and subsequent increased property tax increase falls entirely outside of the range of the graph included in the assessor's insert "How will my taxes change."

I was traveling abroad for work in rural parts of Africa for much of the Spring of 2023 and missed the new assessed valuation, I only discovered the increase when I received my tax bill via email, yesterday. Thank you for your time and consideration of my abatement appeal.

With Respect,
Travis Rummel
Travis Rummel

2023
Gunnison County
Abatement Hearing

The Gunnison County Assessor's Office has been asked to communicate their mass appraisal results for a property that was appraised as part of the 2023 Reappraisal.

For property tax purposes, Colorado Assessor's Offices reappraise every odd-numbered year. The appraisal date for 2023 and 2024 values is June 30, 2022, as required by § 39-1-104(10.2)(a)(d), Colorado Revised Statutes.

The Assessor's Office uses a technique called mass appraisal to establish property values. In mass appraisal, a large set of property sales are analyzed together to determine how characteristics such as location, size, and views influence sales price. Out of this analysis, a mathematical model is developed, which is then used to calculate a market value for all properties of the same type in the same geographic area.

The following page(s) characterize the petitioner's property and compare it to several example sales selected from the full array of sales that were used to set the value of the property.

The property being characterized for this hearing is identified as:

Property Owner:	**TRAVIS M & MELISSA P RUMMEL**
Account Number:	**R072130**
Parcel Number:	**2919-000-00-101**
Legal Description:	**Tract 6, Ragged Mountain Reserve Subdivision**
Current Value:	**$1,029,470**

ABATEMENT	Residential Sales Examples
2023	Inventory and Account Value Summary

OWNER: TRAVIS M & MELISSA P RUMMEL
14550 Foothill Rd
Golden, CO 80401-2039

ACCOUNT #: R072130
PARCEL #: 2919-000-00-101
ECONOMIC AREA: 8

	SUBJECT	EXAMPLE 1	EXAMPLE 2	EXAMPLE 3
				
ACCOUNT NUMBER:	**R072130**	**R015988**	**R013791**	**R041015**
PARCEL NUMBER:	2919-000-00-101	2919-000-00-026	2917-233-04-050	3503-000-00-019
PROPERTY ADDRESS:	25 RAGGED MTN RESERVE RD	1901 RAGGED MTN RESERVE ROAD	137 PROSPECTOR TRL	4550 FOREST SERVICE ROAD 814
	MCCLURE PASS AREA	MCCLURE PASS AREA	MARBLE	CRAWFORD AREA
LEGAL DESCRIPTION:	TRACT 6, RAGGED MOUNTAIN RESERVE SUBDIVISION	TRACT 21C, RAGGED MOUNTAIN RESERVE SUBDIVISION	LOTS 17 & 18, MARBLE SKI AREA SUBDIVISION, FILING NO. 4	35 ACRES IN SECTION 13, TOWNSHIP 51N, RANGE 6W
LAND AREA (ACRES):	40.0 ACRES	40.0 ACRES	0.58 ACRES	35.0 ACRES
ARCHITECTURAL STYLE:	SUMMER SFR	CABIN	SUMMER SFR	LOG
EFFECTIVE YEAR BUILT:	2017	2001	1996	2001
CONSTRUCTION QUALITY:	AVERAGE	GOOD	FAIR	FAIR
CONDITION:	EXCELLENT	GOOD	AVERAGE	AVERAGE
RESIDENTIAL SQ FT:	1,202	1,016	1,125	768
FINISHED BASEMENT SQ FT:	0	0	0	768
UNFINISHED BASEMENT SQ FT:	0	468	0	0
GARAGE SQ FT:	248	0	0	0
EQUIVALENT SQ FT:	1,252	1,110	1,125	1,421
SALE DATE:		8/26/2020	9/11/2020	9/22/2020
SALES PRICE:		$549,950	$314,700	$350,000
TIME ADJUSTED SALES PRICE:		**$895,370**	**$512,360**	**$569,840**
TASP PER EQUIVALENT SQ FT:		**$807**	**$455**	**$401**
COMPARABILITY:		**SIMILAR**	**INFERIOR**	**INFERIOR**

SUBJECT ACCOUNT VALUE: **$1,029,470**

VALUE PER EQUIVALENT SQ FT: **$823**

Narrative

The subject property is an average quality single family residence built in 2017. This dwelling sits on a 40-acre mixed use agricultural parcel, and has seasonal access. The property is improved with off grid solar, a well, propane gas, and a septic system. All examples presented are seasonal access properties. All examples presented have off grid solar electricity, like the subject, except for example 1, which has no electricity and example 6 which has a generator. Examples 2, 4 and 6 have a well installed like the subject, and examples 1, 3 and 5 have water supplied via a spring. The subject and all examples have a septic system in place, except for example 1. The subject has a scenic or above average view. Examples 1 and 6 have no view and are situated in heavy tree cover. Examples 2 and 3 have typical or average views. Examples 4 and 5 have a scenic or above average view like the subject. Example 6 is situated on Gold Creek and is a treed lot. Examples presented range in value from $431 PSF to $876 PSF. Much emphasis is put on example 1, which is in the subject's neighborhood and has an indicated value of $807 PSF. Based on the examples presented, no valuation adjustment is recommended.

ABATEMENT	Residential Sales Examples
2023	Inventory and Account Value Summary

OWNER: TRAVIS M & MELISSA P RUMMEL
14550 Foothill Rd
Golden, CO 80401-2039

ACCOUNT #: R072130
PARCEL #: 2919-000-00-101
ECONOMIC AREA: 8

	SUBJECT	EXAMPLE 4	EXAMPLE 5	EXAMPLE 6
				
ACCOUNT NUMBER:	**R072130**	**R013071**	**R007128**	**R007460**
PARCEL NUMBER:	2919-000-00-101	3253-030-14-001	3525-320-00-049	3253-000-00-003
PROPERTY ADDRESS:	25 RAGGED MTN RESERVE RD	230 7TH ST	9 SILVER BLUFF TRL	5360 COUNTY ROAD 771
	MCCLURE PASS AREA	IRWIN	QUARTZ CREEK AREA	QUARTZ CREEK AREA
LEGAL DESCRIPTION:	TRACT 6, RAGGED MOUNTAIN RESERVE SUBDIVISION	LOTS 6-13 AND ADJACENT STREETS AND ALLEYS, BLOCK 12, IRWIN	LA RUE LODE MINING CLAIM, SURVEY #8050, QUARTZ CREEK PROPERTIES SUBDIVISION	MUTUAL NO. 1 & CHRYSOLITE NO. 5 LODE MINING CLAIMS, SURVEY #18427, GOLD BRICK MINING DISTRICT
LAND AREA (ACRES)	40.0 ACRES	1.733 ACRES	10.331 ACRES	18.690 ACRES
ARCHITECTURAL STYLE:	SUMMER SFR	CONVENTIONAL	CONVENTIONAL	SUMMER SFR
EFFECTIVE YEAR BUILT:	2017	2015	2016	1998
CONSTRUCTION QUALITY:	AVERAGE	AVERAGE	GOOD	FAIR PLUS
CONDITION:	EXCELLENT	EXCELLENT	EXCELLENT	AVERAGE
RESIDENTIAL SQ FT:	1,202	660	1,051	1,128
FINISHED BASEMENT SQ FT:	0	0	0	0
UNFINISHED BASEMENT SQ FT:	0	0	0	0
GARAGE SQ FT:	248	0	1,051	0
EQUIVALENT SQ FT:	1,252	660	1,261	1,128
SALE DATE:		9/18/2020	10/20/2021	2/26/2022
SALES PRICE:		$355,000	$619,000	$568,000
TIME ADJUSTED SALES PRICE:		**$577,980**	**$736,920**	**$601,400**
TASP PER EQUIVALENT SQ FT:		**$876**	**$584**	**$533**
COMPARABILITY:		**SIMILAR**	**SIMILAR**	**INFERIOR**

SUBJECT ACCOUNT VALUE: **$1,029,470**

VALUE PER EQUIVALENT SQ FT: **$823**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing; Petition for Abatement or Refund of Taxes

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

The 2021 and 2022 Petition for Abatement is a denial for account R071359.
Please send to the agent and the owner.

Fiscal Impact:

Submitted by: Kate Aldridge **Submitter's Email Address:** kaldridge@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 7/12/2024

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

Comments:
Legally sufficient. SO 7/5/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/5/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/12/2024

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 15

Agenda Date: 8/6/2024

Revised April 2015

RECEIVED
JAN 10 2024
BY:

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Gunnison

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I: **Petitioner, please complete Section I only.**

Date: 12-18-2023
Month Day Year

Petitioner's Name: IONIC REP 6 LLC

Petitioner's Mailing Address: Joseph C. Sansone Company, David Johnson 18040 Edison Avenue

Chesterfield — City or Town
MO — State
63005 — Zip Code

SCHEDULE OR PARCEL NUMBER(S)
R071359

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
Marcellina Ln

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2021 and 2022 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

The Assessor's opinion of Fair Market Value exceeds the actual Market Value of the property.

Petitioner's estimate of value: $270,000 (2021) and $270,000 (2022)
Value / Year / Value / Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

_____
Petitioner's Signature

Daytime Phone Number (____) _____

Email _____

By David Johnson
Agent's Signature*

Daytime Phone Number (636) 733-5455

Printed Name: David Johnson
Joseph C. Sansone Company

Email appeals@jcsco.com

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: **Assessor's Recommendation**
(For Assessor's Use Only)

	Tax Year 2021			Tax Year 2022		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original						
Corrected						
Abate/Refund						

☐ **Assessor recommends approval as outlined above.**

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: _____ Protest? ☐ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

Tax year: _____ Protest? ☐ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

☒ **Assessor recommends denial for the following reason(s):**
Current value supported by sales.

Assessor's or Deputy Assessor's Signature

15-DPT-AR No. 920-66/16

23380260004CO

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to $10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of $10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original						
Corrected						
Abate/Refund						

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

_____ _____
Petitioner's Signature **Date**

_____ _____
Assessor's or Deputy Assessor's Signature **Date**

Section IV: Decision of the County Commissioners

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on _____/_____/_____, at which meeting there were present the following members:
Month Day Year

_____

_____

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ ***(being present--not present)*** and
Name

Petitioner _____ (***being present--not present)***, and WHEREAS, the said
Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board ***(agrees--does not agree)*** with the recommendation of the Assessor and the petition be ***(approved--approved in part--denied)*** with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund

_____
Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, _____.
Month Year

_____
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than $10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator

(For all abatements greater than $10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby
☐ Approved ☐ Approved in part $_____ ☐ Denied for the following reason(s):

_____ _____ _____
Secretary's Signature Property Tax Administrator's Signature Date

RECEIVED
JAN 10 2024
BY:

JOSEPH C. SANSONE COMPANY

Business Tax Solutions®

Sent via Certified Mail

December 22, 2023

Ms. Kristy McFarland
Gunnison County Assessor
221 N. Wisconsin St., Ste. A
Gunnison, CO 81230

RE: 2021 and 2022 Petition for Abatement

Dear Ms. Kristy McFarland,

Please find enclosed the signed "Petition for Abatement (PFA)" forms for the Schedule / Parcel Numbers that Joseph C. Sansone Company has been authorized to act as the Agent for the property owner(s). We wish to file an appeal, PFA, on the property owner's behalf for the 2021 pay 2022 and 2022 pay 2023 tax years.

I appreciate your consideration of the above request(s). Thank you in advance for your assistance.

Sincerely,

David Johnson

Joseph C Sansone Company
18040 Edison Avenue
Chesterfield, MO 63005
appeals@jcsco.com
636-733-5455 Direct

Enclosures

23380260004CO

HIE Consulting land parcel
Marcellina Lane
Mount Crested Butte, CO 81225

Lead Analyst:

Local Hearing Date:	Filed

Parcel ID	Local Appeal	State Appeal
R071359		

JOSEPH C. SANSONE COMPANY
Business Tax Solutions®

Corporate Headquarters:
18040 Edison Avenue
Chesterfield, MO 63005
1-800-394-0140

AGENT AUTHORIZATION

Colorado

TO: _____
Assessor's Office and the
Assessment Review Agency

The Property Owner(s) listed below hereby authorize and appoint the Joseph C. Sansone Company to act as agent with full authority to handle all matters relating to ad valorem tax matters for our respective listed parcels. This includes, but is not limited to, the filing of property tax declarations or other documents with you or the Assessment Appeals Board, examining any records in your office which we have a right to examine, appearing before any assessment officer or board and discussing assessments and resolving disputes with you concerning the assessments on parcels for which we are responsible for the property taxes. This authority shall terminate when all matters relating to the 20 21 through 20 24 assessments are resolved.

Exact Name of Property Owner	Parcel Number	Schedule/PIN/Account (if applicable)
IONIC REP 4 LLC	0229304007000	
IONIC REP 11 LLC	0502313022000	
IONIC REP 6 LLC	R071359	

Michael Kolesar Digitally signed by Michael Kolesar Date: 2023.08.02 11:36:23 -06'00'
AUTHORIZED SIGNATURE

Michael Kolesar
PRINT NAME OF AUTHORIZED SIGNER

8-2-23
DATE

Managing Partner
TITLE

State of Colorado
City/County of _____

On this _____ day of _____, 20____ before me, the undersigned, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to within this instrument and acknowledged that he executed the same for the purposes therein contained.

In witness hereof I hereunto set my hand and official seal.

Notary Public _____

REVISED 06/15

2021 & 2022
Gunnison County
Abatement Hearing

The Gunnison County Assessor's Office has been asked to communicate their mass appraisal results for a property that was appraised as part of the 2021 reappraisal.

For property tax purposes, Colorado Assessor's Offices reappraise every odd-numbered year. The appraisal date for 2021 and 2022 values is June 30, 2020, as required by § 39-1-104(10.2)(a)(d), Colorado Revised Statutes.

The Assessor's Office uses a technique called mass appraisal to establish property values. In mass appraisal, a large set of property sales are analyzed together to determine how characteristics such as location, size, and views influence sales price. Out of this analysis, a mathematical model is developed, which is then used to calculate a market value for all properties of the same type in the same geographic area.

The following page(s) characterize the petitioner's property and compare it to several example sales selected from the full array of sales that were used to set the value of the property.

The property being characterized for this hearing is identified as:

Property Owner:	**IONIC REP 6 LLC**
Account Number:	**R071359**
Parcel Number:	**3177-261-65-001**
Legal Description:	**Lot 2, Marcellina Centre Subdivision**
2021 & 2022 Value:	**$455,890**

Abatement 2021 & 2022	VACANT LAND SALES EXAMPLES

Owner: IONIC REP 6 LLC
3456 W 32ND AVE STE 100B
DENVER, CO 80211

Account #: R071359
Parcel #: 3177-261-65-001
Economic Area: 6

Property Location: TBD MARCELLINA LN., MT CRESTED BUTTE, CO
Legal Description: LOT 2, MARCELLINA CENTRE SUBDIVISION

60080 - MT CB HDMF > 40,000 SQFT **$5.34 BASE VALUE PER SQUARE FOOT**

ACCOUNT NUMBER	SALE DATE	ADJUSTED SALE PRICE	TIME ADJUSTED SALE PRICE	SQUARE FEET	TASP PER SQUARE FEET	PARCEL NUMBER	LEGAL	UNIQUE CHARACTERISTICS	SQ FT
R071359	7/13/2016	$325,000	$456,155	85,372	$5.34	3177-261-65-001	LOT 2 MARCELLINA CENTRE		85,372

Narrative

The subject property is a vacant 1.9599 acre or 85,372 sq ft tract of land located in Mt Crested Butte and was valued at $455,890 for the 2021 and 2022 Reappraisal. The parcel is located on Marcellina Ln and northwest of the Crested Butte Mountain Ski Resort. The paved access through this parcel is shared with the building formerly known as the Marcellina Apartments to the south. The subject's value is supported by the purchase of this property.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing; Petition for Abatement or Refund of Taxes

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

The 2023 Petition for Abatement is a denial for account R003126.

Fiscal Impact:

Submitted by: Kate Aldridge **Submitter's Email Address:** kaldridge@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 7/12/2024

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

Comments:
Legally sufficient. SO 7/18/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/18/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/31/2024

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 15

Agenda Date: 8/6/2024

Revised April 2015

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Gunnison

Date Received FEB 12 2024
(Use Assessor's or Commissioners' Date Stamp)
BY: KNC

Section I: Petitioner, please complete Section I only.

Date: 02 / 08 / 2024
Month / Day / Year

Petitioner's Name: DONN and LINDA FLETCHER

Petitioner's Mailing Address: P.O. BOX 1898

CRESTED BUTTE CO 81224
City or Town / State / Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
3255-031-33-005	#8 GOTHIC AVE. CRESTED BUTTE, CO 81224

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2023 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Because Crested Butte Town officials knowingly devalued our property with deliberate ill-will our RE agent says adversely affected its value and ability to sell (attached)

Petitioner's estimate of value: $2,192,850 2022
Value / Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Donn W Fletcher
Petitioner's Signature

Daytime Phone Number (970 349-0244

Email donlin1@earthlink.net

2/8/24

By N/A
Agent's Signature*

Daytime Phone Number ( )

Printed Name: _____

Email _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II:

Assessor's Recommendation
(For Assessor's Use Only)

Tax Year 2023

	Actual	Assessed	Tax
Original			
Corrected			
Abate/Refund			

☐ **Assessor recommends approval as outlined above.**

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: _____ **Protest?** ☐ **No** ☐ **Yes (If a protest was filed, please attach a copy of the NOD.)**

☒ **Assessor recommends denial for the following reason(s):**

Current value supported by sales.

Assessor's or Deputy Assessor's Signature

15-DPT-AR No. 920-66/17

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to $10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of $10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

Tax Year _____

	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

_____ _____
Petitioner's Signature **Date**

_____ _____
Assessor's or Deputy Assessor's Signature **Date**

Section IV: Decision of the County Commissioners

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:
Month Day Year

_____

_____

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ ***(being present--not present)*** and
Name

Petitioner _____ ***(being present--not present)***, and WHEREAS, the said
Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board ***(agrees--does not agree)*** with the recommendation of the Assessor, and that the petition be ***(approved--approved in part--denied)*** with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund

_____
Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, _____.
Month Year

_____
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than $10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator

(For all abatements greater than $10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby
☐ Approved ☐ Approved in part $_____ ☐ Denied for the following reason(s):

_____ _____ _____
Secretary's Signature Property Tax Administrator's Signature Date

Town of Crested Butte

P.O. Box 39 Crested Butte, Colorado 81224

-A National Historic District-

Received 5/31/23

Phone: (970) 349-5338
FAX: (970) 349-6626
www.townofcrestedbutte.com

May 24, 2023

called 5/31/23 as usual no one available. So, left message about how stupid he is, since we do not have a basement, which he must know AND how unhappy we are about his illegally approving destroying the hillside across the street etc. etc.

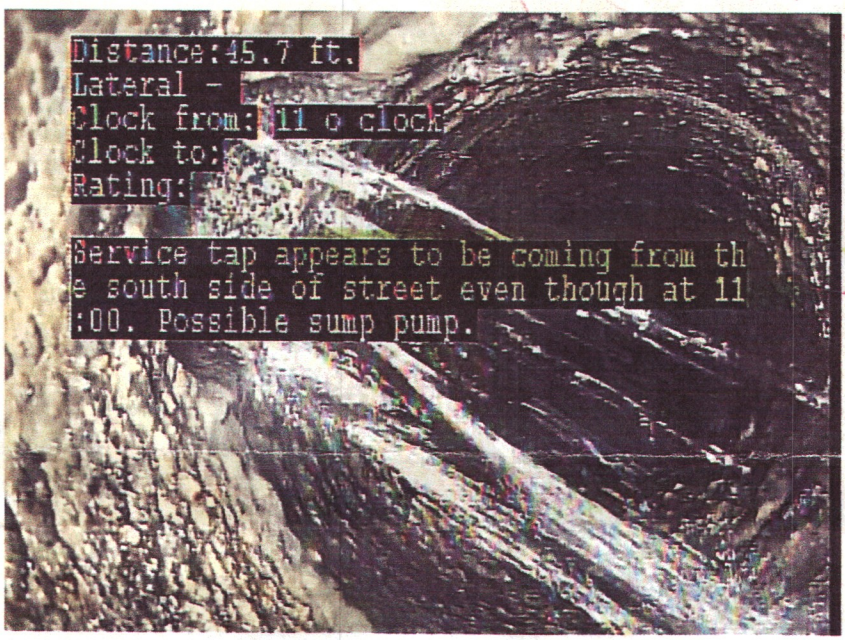
PO BOX 1898
Crested Butte, CO 81224

Dear Donn and Linda Fletcher

NONE EXTANT EVER!

HOW??

It appears to the Town of Crested Butte (Town) that your Property at **8 Gothic Ave** has an unauthorized discharge to the Town's wastewater treatment works (WWTW) for the purpose of draining basement water (see pictures below). The Crested Butte Municipal Code (Town Code) (found online at www.townofcrestedbutte.com) prohibits the discharge of water from sump pumps and other groundwater collection devices into the Town's WWTW (*See* Section 13-2-90). You are required to come into compliance with Town regulations immediately.



?

These discharges and connections are prohibited and are unduly taxing the Town's WWTW. The Town understands that this is a difficult issue to contend with at this time. As such, the Town will allow for the temporary discharge of your sump pump onto Town streets in an effort to both mitigate the Town's regulatory issues at the WWTW and to address the concerns of the property owner. The permit to temporarily discharge sump pump water onto Town streets will only be permitted this year (2023). Permanent improvements will need to be designed, approved, and constructed for your property by October 1, 2023. Please see attached a Town approved drywell design that will allow the sump water back into the water table.

?!

no attachment 5/31

Town respectfully requires that you stop discharging into the Town's WWTW within seven days, and to permanently correct the compliance issue by October 1, 2023. Failure to comply with the disconnection of the sump pump to the Town's WWTW within seven days of the date of this letter may result in a citation and fines up to $2,650.00 per day of the offense.

Please contact the Town's Public Works Director, Shea Earley (349-5338) if you have questions, or to coordinate a solution acceptable to the Town, and consistent with the Town Code. We thank you for your cooperation.

Sincerely,

Shea Earley
Director of Public Works

Town of Crested Butte
P.O. Box 39
Crested Butte, Colorado 81224
-A National Historic District-

CERTIFIED MAIL

DENVER CO 802
26 MAY 2023PM

7022 0410 0003 1707 9267

FIRST-CLASS

US POSTAGE PITNEY BOWES

ZIP 81224
02 7H
0006090994

$ 008.10⁰
MAY 26 2023

DONN AND LINDA FLETCHER
PO BOX 1898
CRESTED BUTTE, CO 81224

1ST NOTICE 5/31/23
2ND NOTICE _____
RETURN _____

81224-189898

Definition of Basement

IMPORTANT!

International Building Codes (IBC) Sixth Version: Nov 2021

https://codes.iccsafe.org/content/IBC2018P6/chapter-2-definitions

BASEMENT (for flood loads). The portion of a building having its floor subgrade (below ground level) on all sides. This definition of "Basement" does not apply to the provisions of Section 1612.

BASEMENT. A story that is not a story above grade plane.

https://www.builder-questions.com/construction-glossary/basement/#:~:text=In%20residential%20construction%2C%20basement%20is%20the%20space%20under,be%20carefully%20interpreted%2C%20due%20to%20its%20common%20inferences

Home » Construction Glossary » Basement

Basement

What is Basement?

Definition of Basement in Construction

Although a very common term, the word basement is sometimes confused in commercial construction. In residential construction, basement is the space under the first floor that could be deep enough for occupancy or in other cases only a crawl space. The term must be carefully interpreted, due to its common inferences. In the commercial industry, the basement level is also the foundation level, the level below grade, etc. Care must be taken to properly understand and communicate the use of the term basement on each specific project. If a commercial structure has several levels below grade, what is considered the basement? Is it all the levels, just the lower level, etc. This is why the term must be clearly identified to prevent confusion.

ANDREW M. ALLEN, LAW OFFICE, P.C.

ANDREW ALLEN, ESQ ATTORNEY & COUNSELOR AT LAW
POST OFFICE BOX 398 407 FOURTH STREET
CRESTED BUTTE, COLORADO 81224
OFFICE (970) 349-7477 FAX (970) 349-5120
crestedbuttecololaw@gmail.com

June 1, 2023

Shea Earley
Director of Public Works
Town of Crested Butte
PO Box 39
Crested Butte, CO 81224

Re: Your May 24, 2023, letter to Donn and Linda Fletcher 2023958

Dear Mr. Earley,

On behalf of Donn and Linda Fletcher in response to your May 24, 2023, letter and it's recklessly false allegations demand that you immediately:

CEASE AND DESIST YOUR DEFAMATION AND HARASSMENT

This letter serves as notice to you to immediately cease and desist all harassing activities against and towards Donn and Linda Fletcher, and because you cited their residence, 8 Gothic Avenue, including but not limited to any further letters from you that are eggregiously unfounded, error filled and clearly lacking any due diligence or fact checking before being written and mailed.

Your actions are unwanted, embarrassing, annoying, aggressive and with your incredibly meritless claims of citations and fines incomprehensibly threatening the peace and wellbeing of, by definition, two at risk adults. C.R.S. § 18-6.5-102(2). Your letter and your assertions are unbearable to Donn and Linda Fletcher and infringe upon their right to remain free from harassment. Donn Fletcher has stage two hypertension that is exacerbated by a riddiculously nonsensical and ignorant of the facts letter from a town employee who's wages are paid for by the Fletcher's tax dollars.

Further, your letter contains amazingly false and defamatory statements about the purported actions of Donn and Linda Fletcher, paraphrasing your claims: to use sump pumps to drain basement water into the Town's wastewater treatment works.

This is a stupifying assertion considering 8 Gothic Avenue does not have a basement. There is no non-existent water in this non-existent basement that non-existent sump pumps are draining into the Town's wastewater treatment works.

Your letter, a written publication, and sent by certified mail, is willfully misleading and without merit despite your sereptitiously having some unidentified person, perhaps you, erecting a tent to investigate and take pictures of the conditions of the sewer near 8 Gothic Avenue. The grainy photograph that you included in your letter is not dispositive of any of your assertions.

I could go on because there is so much more that can be complained about regarding your letter, but instead I'll end with an observation, perhaps one that you can negate, and that's your claim and financial threat to the Fletcher's that their failure to comply with your enumerated demands within seven days of May 24th 'may' result in a citation and fines up to $2,650.00 per day.

Reviewing our Town's code at Sec. 13-2-110 it states that there is a penalty for a violation of Sec. 13-2-90 for the dumping of sump pump water, "[a]ny person who violates any of the provisions of this Chapter [Sec. 13-2-90] shall be fined in accordance with the provisions of Section 1-4-20 of this Code." And Sec. 1-4-20(a) states that "[a]ny person who violates or fails to comply with any provision of this Code for which a different penalty is not specifically provided shall, upon conviction thereof, be **punished by a fine not exceeding one thousand dollars ($1,000.00)** or by imprisonment not exceeding one (1) year, or by both such fine and imprisonment." (emphasis added).

You left out that imprisonment part in your claim for a citation and fine section of your letter.

If this analysis is incorrect, then I await your explanation, but until then your threat that the Fletcher's can be fined up to $2,650.00 per day is incomprehensibly wrong and misleading by 265%. The false statements that you made are reckless and highly defamatory and caused the Fletcher's substantial harm to their character and reputation.

The Fletcher's also have their 8 Gothic Avenue home listed for sale for $12,500,00.00 and your claims raise the specter of irreversible economic harm to their interests in selling their home.

The Fletcher's since 1992 have never received a letter like yours, but this spring Donn Fletcher vigorously complained to the Town about the permit-less excavation and failure to follow BOZAR regulations on the newly sold lot across the street to which the Town responded that permission was granted because it was only to provide for a "geotechnical study of the site." The removal of several dump trucks of soil contradicts that assertion and there clearly was an ulterior reason for this excavation on that lot. Donn Fletcher's several published letters to the editor of the Chronicle and Pilot Crested Butte News decried and detailed this seemingly irregular conduct by our local government. And then your $2,650.00 per day penalty letter arrived.

I hereby demand that you immediately cease and desist from making any and all false and defamatory statement(s) against Donn and Linda Fletcher and their home at 8 Gothic Avenue. Within seven days of receipt of this cease and desist letter you must remove all defamatory statements and content from your May 24th letter, publish a retraction and notify the Fletcher's in writing when these tasks have been completed. If you do not cease and desist the harassment and defamation, I will be forced to take appropriate legal action against you and will seek all available damages and remedies and even worse it's highly likely that Donn Fletcher will write a letter to the editor regarding this matter.

Regards,

Andrew Allen

FVZ/ama
cc:CL

Re: Unbuildable lot on Gothic Ave.

From: donn fletcher <donlin1@earthlink.net>
To: Mark Reaman <mark@crestedbuttenews.com>
Subject: Re: Unbuildable lot on Gothic Ave.
Date: Apr 4, 2023 5:50 PM

Mark, this is the only copy of this to be published, please, Donn

Unbuildable Lot on Gothic Avenue*

This title is not conjecture by me, but absolute facts for the 50 x 125 foot "lot" at the west end of the street across from my home at 8 Gothic Avenue. If you don't believe me, come, and I will show these facts to you ... unless you are one of the town employees who already acted inappropriately by bending town rules to enable the owner to proceed and lied to us about it.

I addressed these facts years ago with the owner then that none of the numerous Town employees cared to learn before they began rule bending to enable the new owner to build on the lot he most likely will also soon regret if he proceeds.

At that time I suggested the owner donate the lot to the town as a contribution to the green space it is bounded by on its west by the same property line as my property and the Gothic right of way and take a legitimate tax deduction, which is also my advice to the current owner who could write off his $1,000,000 and move on to be better off without any real loss.

The town employees already involved in this should also be happy to agree to this because they are going to have to continue to bend rules inappropriately that could likely set up a liability suit because there is no way to proceed without. violating the Crested Butte "*Standards for Design D, To protect property values and investments," and "F*. Minimize negative impacts on adjacent properties from drainage and snow shedding."

That should be sufficient to nip the nonsense of a new house on this 50ft lot you can easily see right now will seriously negatively impact the $3,000,000 property on its east.

But please! I really do not have a dog in this hunt. I am just greatly interested in maintaining peace and quiet and the value of all properties in our neighborhood, including mine wherein it is possible to see what would have to be built on the lot in question, that cannot be, to solve potential litigation problem and the long-term survival of the new house.

This requires two 50 foot lots and a lot of steel I can show you in my house that was built over fifty years ago and a lot more $$$ than it is possible to envision unless you see it.

***Unless town Standards for Design are violated.**

Respectively,

2023
Gunnison County
Abatement Hearing

The Gunnison County Assessor's Office has been asked to communicate their mass appraisal results for a property that was appraised as part of the 2023 Reappraisal.

For property tax purposes, Colorado Assessor's Offices reappraise every odd-numbered year. The appraisal date for 2023 and 2024 values is June 30, 2022, as required by § 39-1-104(10.2)(a)(d), Colorado Revised Statutes.

The Assessor's Office uses a technique called mass appraisal to establish property values. In mass appraisal, a large set of property sales are analyzed together to determine how characteristics such as location, size, and views influence sales price. Out of this analysis, a mathematical model is developed, which is then used to calculate a market value for all properties of the same type in the same geographic area.

The following page(s) characterize the petitioner's property and compare it to several example sales selected from the full array of sales that were used to set the value of the property.

The property being characterized for this hearing is identified as:

Property Owner:	**DONN W FLETCHER & LINDA L FLETCHER**
Account Number:	**R003126**
Parcel Number:	**3255-031-33-005**
Legal Description:	**Lots 13-16, Block 18, Crested Butte**
Current Value:	**$3,546,810**

ABATEMENT	Residential Sales Examples
2023	Inventory and Account Value Summary

OWNER: DONN W FLETCHER & LINDA L FLETCHER
PO BOX 1898
CRESTED BUTTE, CO 81224

ACCOUNT #: R003126
PARCEL #: 3255-031-33-005
ECONOMIC AREA: 2

	SUBJECT	EXAMPLE 1	EXAMPLE 2	EXAMPLE 3
				
ACCOUNT NUMBER:	R003126	R031582	R041106	R042905
PARCEL NUMBER:	3255-031-33-005	3177-344-02-027	3255-022-80-002	3255-031-34-014
PROPERTY ADDRESS:	8 GOTHIC AVE CRESTED BUTTE	215 BUTTE AVE CRESTED BUTTE	926 BELLEVIEW AVE CRESTED BUTTE	18 MAROON AVE CRESTED BUTTE
LEGAL DESCRIPTION:	LOTS 13-16, BLOCK 18, CRESTED BUTTE	LOT 27, KAPUSHION SUBDIVISION	TRACT 2, BLOCK 74, VERZUH ANNEXATION, CRESTED BUTTE	TRACT 2, YAKLICH SUBDIVISION
LAND SQ FT AREA:	12,500	9,375	11,250	6,250
ARCHITECTURAL STYLE:	CONVENTIONAL	CONVENTIONAL	CONVENTIONAL	CONVENTIONAL
EFFECTIVE YEAR BUILT:	1979	2005	2015	2006
CONSTRUCTION QUALITY:	AVERAGE	GOOD PLUS	GOOD PLUS	VERY GOOD
CONDITION:	AVERAGE	GOOD	GOOD	GOOD
RESIDENTIAL SQ FT:	4,976	2,457	3,842	2,326
FINISHED BASEMENT SQ FT:	1,568	1,506	0	1,020
UNFINISHED BASESMENT SQ FT:	0	0	0	0
GARAGE SQ FT:	1,056	320	441	633
EQUIVALENT SQ FT:	6,808	4,043	3,952	3,504
SALE DATE:		12/8/2021	12/9/2020	1/18/2021
SALES PRICE:		$4,606,000	$3,650,000	$3,350,000
TIME ADJUSTED SALES PRICE:		**$4,905,390**	**$5,424,630**	**$4,978,770**
TASP PER EQUIVALENT SQ FT:		**$1,213**	**$1,373**	**$1,421**
COMPARABILITY:		**SUPERIOR**	**SUPERIOR**	**SUPERIOR**

SUBJECT ACCOUNT VALUE: **$3,546,810**

VALUE PER EQUIVALENT SQ FT: **$521**

Narrative

The subject property is an average quality single family residence originally constructed in 1975, with an effective year built of 1979. This single family residence is the largest property in terms of square foot area in Crested Butte. The dwelling sits on a 12,500 square foot lot and is situated on a dead end street. All examples presented are inferior in lot size to the subject. The first three examples reflect the largest in regard to total living area that I could find in Crested Butte. Examples 1,2 and 3 are superior in age and quality to the subject, which is reflected in their indicated per square foot values. Examples 4,5 and 6 are smaller than the subject but are average quality dwellings like the subject. Examples 1,3,4 and 5 are in the NW quarter of Crested Butte. Example 2 is in the SE quarter and example 6 is in the NE quarter of Crested Butte. All properties presented have a view of Mt. Crested Butte. The subject has an elevated view from the third floor rooftop deck of Gothic Mountain and to the paradise divide. The examples range in value from $871 PSF to $1421 PSF. The subject property has an indicated value of $521 PSF. The subject property is on the market with an asking price of $9,950,000. Based on the examples presented, no valuation adjustment is recommended.

ABATEMENT	Residential Sales Examples
2023	Inventory and Account Value Summary

OWNER: DONN W FLETCHER & LINDA L FLETCHER
PO BOX 1898
CRESTED BUTTE, CO 81224

ACCOUNT #: R003126
PARCEL #: 3255-031-33-005
ECONOMIC AREA: 2

	SUBJECT	EXAMPLE 4	EXAMPLE 5	EXAMPLE 6
				
ACCOUNT NUMBER:	**R003126**	**R031583**	**R041082**	**R003490**
PARCEL NUMBER:	3255-031-33-005	3177-344-02-028	3255-022-57-006	3255-031-09-003
PROPERTY ADDRESS:	8 GOTHIC AVE	219 BUTTE AVE	809 WHITEROCK AVE	322 GOTHIC AVE
	CRESTED BUTTE	CRESTED BUTTE	CRESTED BUTTE	CRESTED BUTTE
LEGAL DESCRIPTION:	LOTS 13-16, BLOCK 18, CRESTED BUTTE	LOT 28, KAPUSHION SUBDIVISION	TRACT 7, BLOCK 67, VERZUH RANCH ANNEXATION, CRESTED BUTTE	LOTS 5-7, BLOCK 15, CRESTED BUTTE
LAND SQ FT AREA:	12,500	9,375	6,000	9,375
ARCHITECTURAL STYLE:	CONVENTIONAL	CONVENTIONAL	CONVENTIONAL	CONVENTIONAL
EFFECTIVE YEAR BUILT:	1979	2004	2002	1970
CONSTRUCTION QUALITY:	AVERAGE	AVERAGE PLUS	AVERAGE	AVERAGE
CONDITION:	AVERAGE	GOOD	AVERAGE	AVERAGE
RESIDENTIAL SQ FT:	4,976	2,925	2,604	2,002
FINISHED BASEMENT SQ FT:	1,568	0	374	0
UNFINISHED BASEMENT SQ FT:	0	0	522	0
GARAGE SQ FT:	1,056	463	504	286
EQUIVALENT SQ FT:	6,808	3,041	3,104	2,073
SALE DATE:		12/29/2021	4/12/2021	6/28/2022
SALES PRICE:		$3,700,000	$1,950,000	$1,920,000
TIME ADJUSTED SALES PRICE:		**$3,940,500**	**$2,704,260**	**$1,920,000**
TASP PER EQUIVALENT SQ FT:		**$1,296**	**$871**	**$926**
COMPARABILITY:		**SIMILAR**	**SIMILAR**	**INFERIOR**

SUBJECT ACCOUNT VALUE:	**$3,546,810**
VALUE PER EQUIVALENT SQ FT:	**$521**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Snow Trackers Grooming Permit Renewal

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Sno Trackers

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

Summary:

The Sno Trackers Snowmobile Club is renewing their Grooming Permit for Kebler Pass Road.

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:

CAO recommends that the permit contain insurance and indemnity clauses. Otherwise, legally sufficient. SO 8/1/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 8/1/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/2/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 8/6/2024

Revised April 2015

SNOWMOBILE TRAIL GROOMING PERMIT
COUNTY ROAD #12, KEBLER PASS
WINTER SEASONS 2022 - 2025

In order to facilitate the use of a County road for winter recreation, the Gunnison County Public Works Department may allow a private individual or company to groom all or part of a County road.

Such grooming shall be done in a manner to preserve and protect roads during the term of the agreement and to the extent necessary to insure safe and efficient transportation and to prevent excessive erosion damage to roads or streams.

Grooming work shall include: (1) Grooming of a trail, which will provide for safe and efficient use, and (2) leaving culvert inlets in a natural condition without snow or other material pushed into them so that the drainage system will function normally, and (3) all grooming must be done so that signs and delineators are not damaged.

Permittee shall perform grooming as follows:

1. No one shall groom a trail on County roads without first receiving written permission from the Gunnison County Assistant County Manager for Public Works.

2. Grooming of the trail should not negatively affect other users.

3. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed upon locations.

4. The bank shall not be undercut nor shall gravel or other surfacing material be pushed off the road.

5. Ditches and culverts shall be kept functional during and upon completion of grooming operations. Any damage done to ditches and culverts which impair their proper use shall be immediately repaired or replaced by the permittee at the sole cost and expense of the permittee.

6. The Permittee must give the Gunnison County Public Works Department at least two working days advance notice before grooming ceases.

7. Vehicles and equipment used to groom must be licensed and insured pursuant to Colorado law.

8. **The section of County road to be groomed is from the trailhead on CR #12 at the Amax Mine to the trailhead on the West side of Kebler.**

The term of this permit for grooming shall be for three winter seasons and may, upon request, be renewed by the Gunnison County Board of County Commissioners.

The County may impose other requirements and restrictions as required in the sole discretion of the Gunnison County Assistant County Manager for Public Works.

An inspection will be conducted at the end of the winter season when the snow is off the road.

PERMITTEE MUST NOTIFY THE PUBLIC WORKS DIRECTOR BEFORE GROOMING COMMENCES.

Obligations Binding:

The undersigned permittee agrees:

That the permittee has read and understands all of the foregoing requirements, restrictions and conditions;

That, for valuable and sufficient consideration, the permittee is contractually obligated to the Board of County Commissioners of the County of Gunnison, Colorado to fully and faithfully abide by and perform all of the foregoing requirements, restrictions and conditions; and

That the Board of County Commissioners of the County of Gunnison, Colorado may legally and specifically enforce each of the foregoing requirements, restrictions and conditions by informal action (e.g., suspending this permit) and by formal action (e.g., litigation).

Signed by the parties hereto on the day and year first set forth below.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

BY_____

TITLE_____

ADDRESS: 195 Basin Park Drive

Gunnison, CO 81230

Date_____

CONTRACT PERMITTEE
GUNNISON COUNTY SNO TRACKERS, INC.
PHIL CHAMBERLAND - ~~PRESIDENT~~ Treasurer

BY Phil Chamberland

TITLE Treasurer

ADDRESS: PO Box 34
Gunnison, CO 81230

Date 7/24/2024

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Snow Trackers; Waiver for Min Liability Insurance

Action Requested:

Parties to the Agreement:

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

Summary:

Snow Trackers; Waiver for Min Liability Insurance

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim Discharge Date: 7/31/2024

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

Comments:
CAO recommends against granting this request to lower minumum liaility insurance coverage amount, but it is ultimately a business decision for the BOCC. SO 7/31/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/31/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/31/2024

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 8/6/2024

Revised April 2015

Gunnison County Sno Trackers Snowmobile Club, Inc
PO Box 34
Gunnison, CO 81230

Received
County Administration
7/31/24

August 27, 2023

Gunnison County, Colorado
Board of County Commissioners
200 East Virginia Avenue
Gunnison, CO 81230

Dear Board of County Commissioners,

Please except this letter as a request for a waiver on the minimum liability insurance required to perform trail grooming as outlined in our Grooming Permit application with the county. Currently we carry a $1,000,000 policy that is paid for by the Colorado Snowmobile Association, (CSA). We investigated increasing the policy to $1,200,000 but were told that we could only increase coverage in $1,000,000 increments. We operate on a tight budget, and we would have to pay for the extra coverage from our operation expenses since CSA will not cover any extra coverage beyond the current million-dollar limit. Currently all other grooming clubs around the state operate with the CSA provided insurance limits.

Sno Trackers has been grooming the Gunnison County trail system since 2002 without incident or claims. The Forest Service, who is also an additional insured on our policy, accepts the current million-dollar policy as adequate when permitting us for grooming on Forest Service lands. We respectfully are asking you for a waiver again this year to provide groomed trails for our residents and tourists to enjoy safe trails for the 2023-2024 winter season.

With Warmest Regards

Phil Chamberland
Treasurer, Sno Trackers

970-209-3715
Philforbocc@gmail.com

Gunnison County Sno Tracters
PO Box 34
Gunnison, CO 81230

NASHVILLE TN 370
27 JUL 2024 PM 3 L



Gunnison County
Board of County Commissioners
200 East Virginia Ave
Gunnison, CO 81230

81230-224800

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Adopting Policy 1.2.11.2.4, Records R

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The attached policy and adoption resolution address the Clerk & Recorder's Office records retention.

Fiscal Impact:

Submitted by: Katherine Haase for CAO **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 7/30/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/30/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/2/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 8/6/2024

Revised April 2015

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO
RESOLUTION NO. 2024-___

A RESOLUTION ADOPTING POLICY 1.2.11.2.4, RECORDS RETENTION SCHEDULES – CLERK & RECORDER

WHEREAS, Gunnison County has established a uniform policy format and an adoption and periodic review process to promote consistency and uniformity throughout the organization; and

WHEREAS, the attached Records Retention Schedule – Clerk & Recorder Policy (Exhibit A) was created to reflect the current and legal records retention policies adhered to by the Gunnison County Clerk & Recorder's Office.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that:

1. The attached Records Retention Schedule – Clerk & Recorder Policy (Exhibit A) is adopted;
2. Effective immediately, this new Records Retention Schedule – Clerk & Recorder Policy prevails over any and all conflicting Records Retention Schedules for the Clerk & Recorder's Office.
3. In the event that future modifications to the attached Records Retention Schedule – Clerk & Recorder Policy (Exhibit A) are deemed necessary, the County Manager will decide whether or not to schedule the matter for approval/ratification by the BOCC, in accordance with Gunnison County Policy #1.1.1.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 6th day of August, 2024.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____
Jonathan Houck, Chairperson

_____
Liz Smith, Commissioner

_____
Laura Puckett Daniels, Commissioner

Attest:

_____
Deputy County Clerk

EXHIBIT A

Policy Name:	Records Retention Schedules – Clerk & Recorder			**Policy Number:**	1.2.11.2.4
Approval Authority:	Gunnison County Board of County Commissioners; Gunnison County Clerk			**Initial Adoption Document**	Resolution #2024-X
Date of Initial Adoption:	8/6/2024	**Initial Effective Date:**	8/6/2024	**Policy Custodian:**	Clerk & Recorder's Office
Last Review / Revision Date:	8/6/2024	**Review Frequency:**	Every Five (5) years.	**Next Review Due:**	8/6/2029

PURPOSE
This policy outlines the records retention schedules followed by the Gunnison County Assessor. Generally these are records documenting and ensuring accountability for the receipt and expenditure of public funds.

SCOPE
This policy applies to all Gunnison County Clerk & Recorder records retention practices.

DEFINITIONS

CLOSED RECORD – A file unit or records series containing documents on which action has been completed and to which more documents are not likely to be added.

DISPOSITION – Actions taken regarding records no longer needed in current office space, including destruction completed pursuant to an approved records retention schedule or permanent retention of records in paper or other formats.

DUPLICATE COPY – Non-record exact copy of a document kept solely for ease of access and reference.

FORMAT – The storage medium (paper, microfilm, electronic) or the shape, size, style and general makeup of a particular record.

PERMANENT RECORDS – Records appraised as having sufficient historical or other value to warrant continued preservation by County beyond the time they are needed for administrative, legal or fiscal purposes, such that such records are retained permanently and shall not be subject to disposition.

RETENTION PERIOD – Minimum time period for which a record must be retained to meet legal and operational requirements.

RETENTION SCHEDULE - The minimum retention period and final disposition of County records. For retention periods of years, the balance of the current year shall be included.

POLICY STATEMENTS

Election & Voter Registration			
Statutory or Policy Reference	**Document Title**	**Retention Period**	**Record Custodian**
C.R.S § 1-7-901 C.R.S § 1-7-802	Ballot Issue Comments	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-116; 8 CCR 1505-1	Intergovernmental Agreements, Contracts (for goods or services for Clerk and Recorder Office)	6 years after expiration or fulfillment of all terms of the agreement or contract, whichever is later, provided that audit has been completed and that the agreement or contract no longer has any binding effect, except that prior to destruction, evaluate for continuing legal, administrative or historical value.	Clerk & Recorder
C.R.S §§ 1-7-801, 1-7-802, 1-8-310	Ballots/Ballot Stubs	**Voted Ballots:** 25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later **Unused Ballots:** After the time for a challenge to the election has passed	Clerk & Recorder
C.R.S 1-45-112 § (1)(b)	Campaign Reports and Statements -- Candidate Affidavits	**Elected Candidates:** 1 Year after filing of termination report and at least 1 year after the elected candidate leaves office **Unsuccessful Candidates:** 1 year after filing of termination report or defeat and at least 1 year from date of filing affidavit	Secretary of State: After December 15, 2009 Clerk & Recorder: On or before December 15, 2009
C.R.S. 1-45-108	Campaign Reports and Statements -- Committee Statements of Organization	**Elected Candidates:** 1 Year after filing of termination report and at least 1 year after the	Secretary of State: After December 15, 2009

		elected candidate leaves office	Clerk & Recorder: On or before December 15, 2009
Constitution, Article 28, Section 7		**Unsuccessful Candidates:** 1 year after filing of termination report or defeat and at least 1 year from date of filing affidavit	
C.R.S. § 1-45-112(1)(b) (repealed as to county clerks)	Campaign Reports and Statements -- Complaints and Correspondence Relating to Noncompliance	1 year after date of complaint or correspondence	Secretary of State: After December 15, 2009 Clerk & Recorder: On or before December 15, 2009
Secretary of State Election Rule 10.7, 8 CCR 1505-1	Official County Abstracts of Election	Permanent	Clerk & Recorder
C.R.S. § 1-7-802; 1-7-509(5)	Canvass Records	25 Months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
		Final Certification of Election Results; All Previous Testing of Electronic and Electromechanical Tabulation Devices: Permanent	
C.R.S. § 1-7-802; 1-11-103 (plus art 1 part 1 -102 or 103)(11)	Certificates of Election	25 Months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-802	Tally Lists	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-802	Tabulation Test Results	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder

C.R.S. §§ 1-10.5-103; 1-7-802	Contested Election Records - Recounts	If the election is contested, retain all pertinent election records for at least 25 months and until the contest has been finally resolved and all rights to appeal have expired	Clerk & Recorder
C.R.S. § 1-7-802	Correspondence and General Documentation	Unless otherwise expressly provided in this policy or unless otherwise provided by law, 25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. §§ 1-1-104(11); 1-7-802	Election Files -- Candidate Acceptance/Withdrawals	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-802	Election Files -- Designation by Assembly	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-802	Election Files -- Candidate Petitions	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-802	Election Files -- Other(certifications, address sign-offs, candidate fingerprint records, etc.)	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-802	Election Judge Records -- Acceptance to Serve	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-802	Election Judge Records -- Expense Statements	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder

C.R.S. § 1-7-802	Election Judge Records -- Instructions	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-802	Election Judge Records -- Lists of Election Judges	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-802	Election Judge Records -- Receipts, Accounting Forms, etc.	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-513; C.R.S. § 1-7-802	State Certified Equipment Records -- Component and Maintenance Records, Conditions for Use	Life of equipment	Clerk & Recorder
C.R.S. § 1-7-802 Secretary of State Election Rule 11.3, 8 CCR 1505-1	State Certified Equipment Records -- Performance Bonds and Bond Updates	25 months after the last election of the year or until time has expired for which the record would be needed in any contest proceedings, whichever is later (or permanent if required by contract)	Clerk & Recorder
C.R.S. § 1-7-802	State Certified Equipment Records -- Election Specific Equipment Logs/Inventory	25 months after the last election of the year or until time has expired for which the record would be needed in any contest proceedings, whichever is later (or permanent if required by contract)	Clerk & Recorder
C.R.S. 1-7-802 Secretary of State Election Rule 11.2, 8 CCR 1505-1	Internet Criminal History Checks	25 months after the last election of the year or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-5-103; C.R.S. § 1-7-802	Maps-Election	Until superseded and at least 25 months after the last election of the year or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder

C.R.S. § 1-7-802	Notices of Election	25 months after the last election of the year or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-802	Oaths and Affidavits	25 months after the last election of the year or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-4-801 *et seq.*; C.R.S. § 1-4-604; C.R.S. § 1-7-802	Election Petition Records -- Candidate Nomination Petitions	**Elected and Unsuccessful Candidates:** 25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C. R.S. § 1-7-802	Election Petition Records -- Certifications of Petitions	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-40-133; C.R.S. § 31-11-117	Election Petition Records -- Initiative and Referendum Petitions	**Sufficient Petitions:** 3 years after submission to Secretary of State, except retain one copy of representative pages permanently. **Insufficient Petitions:** 3 years after all appeals have been closed, except retain one copy of representative pages permanently. Clerk & Recorder may keep duplicate copy for its records.	Secretary of State
C.R.S § 1-40-133	Election Petition Records -- Protest Records - Petitions	**Secretary of State:** 3 years after submission to Secretary of State if retention if no longer necessary.	Secretary of State

		Clerk & Recorder may keep duplicate copy for its records.	
C.R.S. §§ 1-12-107(2) (county offices); 1-12-107(3) (school board)	Election Petition Records -- Recall Petitions	**Sufficient Petitions:** 3 years after submission, except retain one copy of representative pages permanently. **Insufficient Petitions:** 3 years after all appeals have been closed, except retain one copy of representative pages permanently.	Clerk & Recorder
C.R.S. § 1-7-802	Policies, Procedures and Resource Binders for Elections	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-802; C.R.S. § 1-5-101	Polling Place Records -- Poll Site Records	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later. Board of County Commissioner Record - Permanent	Clerk & Recorder
C.R.S. § 1-7-802	Polling Place Records -- Poll Site Summaries, ADA Summaries	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-802	Receipts, Accounting and Tracking Forms, Logs	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-802	Video Surveillance Recordings	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-2-227	Voter Registration Records -- Voter Registration Forms	Records shall be retained in perpetuity in digital format by the SCORE voter registration database (on or before April 2, 2008).	Secretary of State

		Pre-SCORE (prior to April 1, 2008), registration forms are permanent records/microfilm/CD's. May destroy originals after scanned or microfilm image is verified	
CRS § 1-1.5-101 *et seq.*; Help America Vote Act of 2002, P.L. No. 107-252	Voter Registration Records -- Voter Registration Database	Until superseded. *See* CRS § 1-1.5-103.	Secretary of State
C.R.S. § 1-7-802	Voter Registration Records -- Voter Registration Lists	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-802; C.R.S. §§ 1-8-104-108	Voter Registration Records -- Absentee Voter Records	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-802; C.R.S. § 1-7-109	Voter Registration Records -- Early Voter Forms	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-802	Voter Registration Records -- Poll Books	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-802	Voter Registration Records -- Poll Lists	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-2-227; Secretary of State Election Rule 2.13, 8 CCR 1505-1	Voter Registration Records -- Provisional Envelopes/Affidavits	Records shall be retained in perpetuity in digital format by the SCORE voter registration database (on or before April 2, 2008). Pre-SCORE (prior to April 1, 2008), registration	Clerk & Recorder

		forms are permanent records/microfilm/CD's. Envelopes Used for Registration: a) Affidavits resulting in registration for future elections are permanent, b) affidavits ineligible for registration due to out-of-country/state addresses may be destroyed after 25 months, etc. Ineligible affidavits with out-of-state addresses and copies of affidavits forward to proper Colorado county may be destroyed after 25 months.	
C.R.S. § 1-7-802; C.R.S. § 1-7.5-107; C.R.S. § 1-8-114	Voter Registration Records -- Return Signature Envelopes, Undeliverable Envelopes: Provisional Affidavits/Envelopes	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder
C.R.S. § 1-7-802; C.R.S. § 1-7-110	Voter Registration Records -- Voter Signature Forms signed and unsigned	25 months after the election or until time has expired for which the record would be needed in any contest proceedings, whichever is later	Clerk & Recorder

Liquor License Records			
Statutory or Policy Reference	**Document Title**	**Retention Period**	**Record Custodian**
CMRRS 12.20	Alcohol Beverage Licensing files	1 year + current after establishment ceases operation or after final denial, expiration, revocation, termination or transfer of license, except that any background materials that will also apply to a transferred license should be retained from the original license file	Clerk & Recorder
CMRRS 12.20	Renewal Records - Alcohol Beverage Licenses	Current operations kept indefinitely after renewal or transfer of ownership	Clerk & Recorder

CMRRS 12.20	Special Events Licenses	1 Year + current after event	Clerk & Recorder
CMRRS 12.20	Temporary Alcohol Beverage Permits	1 Year + current after permit expiration	Clerk & Recorder
CMRRS 12.20	Violation Records	**Violation Records:** 1 Year + current after establishment ceases to do business or license transferred. **Violations Spreadsheet:** Until superseded. **Investigations:** Current +1 Year in working file, archive 5 years. **Any rulings, Court Order Action or Licensing Board positions are kept permanently**	Clerk & Recorder

Motor Vehicle and Licensing Records			
Statutory or Policy Reference	**Document Title**	**Retention Period**	**Record Custodian**
C.R.S. § 42-6-127	Chattel Mortgages - Motor Vehicles	**Prior to October 1, 2009:** 8 Years + current unless extended. **On or after October 1, 2009:** 10 Years + current unless extended	Clerk & Recorder
C.R.S. § 42-6-127	Indexes - Motor Vehicles Chattel Mortgages	**Prior to October 1, 2009:** 8 Years + current unless extended. **On or after October 1, 2009:** 10 Years + current unless extended	Clerk & Recorder
Precedence set by Historical Archives Requirements	Security Agreements - Manufactured and Mobile Homes	30 Years, or the duration of financing + 1 Year, whichever is later	Clerk & Recorder
Precedence set by Historical State Archives Requirements	Correspondence and documentation of a general nature	1 Year + current	Clerk & Recorder

Precedence set by Historical Archives Requirements	Handicap Placard Applications	1 Year + current	Clerk & Recorder
Precedence set by Historical Archives Requirements	Farm Plate Affidavits	1 Year + current	Clerk & Recorder
Precedence set by Historical Archives Requirements	Lock Box Records	3 Months	Clerk & Recorder
C.R.S. § 42-3-205	Lost and Stolen Plate Affidavits	1 Year + current	Clerk & Recorder
Precedence set by Historical Archives Requirements	Military Exemption Applications	1 Year + current	Clerk & Recorder
Precedence set by Historical Archives Requirements	Motor Vehicle Licensing Processing Records -- Batching Records	3 Months	Clerk & Recorder
Precedence set by Historical Archives Requirements	Motor Vehicle Licensing Processing Records -- Data Files	18 Months.	Clerk & Recorder
Precedence set by Historical Archives Requirements	End-of-Day and End-of-Month Data Files	1 Year + current	Clerk & Recorder
Precedence set by Historical Archives Requirements	Plate and Tab Inventory Records	1 Year + current after completion of disposal	Clerk & Recorder
Per State Archives	Records Disposition Files, Records Management Files	Permanent	Clerk & Recorder
Precedence set by Historical Archives Requirements	Refund Records	1 Year + current	Clerk & Recorder

	Security Agreements -- Manufactured and Mobile Homes	30 Years, or the duration of financing, whichever is later	Clerk & Recorder
C.R.S. § 42-6-127	Security Agreements -- Motor Vehicles	10 Years.	Clerk & Recorder
	Special Mobile Machinery Registration Applications and Supporting Documentation; SMM 2% Rental	1 Year + current	Clerk & Recorder
	Specialized Plate Application Records	1 Year + current	Clerk & Recorder

Recording Records			
Statutory or Policy Reference	**Document Title**	**Retention Period**	**Record Custodian**
C.R.S. § 24-13-107, C.R.S.§§ 30-10-311 30-10-318	Bonds of Elected Officials and Supporting Documentation	1 Year + current after term ends or after any legal proceedings involving enforcement of the bond conclude, whichever is later	Clerk & Recorder
	Historical Registers, Records and Books	Permanent	Clerk & Recorder
	Applications for Marriage Licenses and Supporting Documentation	Permanent	Clerk & Recorder
	Notices of Non-County Meetings	1 Year + current	Clerk & Recorder
C.R.S. § 30-10-408	Indexes of Recorded Instruments and Releases	Permanent	Clerk & Recorder
C.R.S. § 30-10-409	Reception Books	Permanent	Clerk & Recorder
C.R.S. § 30-10-406; C.R.S. § 30-10-407	Recorded Instruments	**Recorded Instruments:** Permanent. **Off-Site Database Backup:** Retain current and previous version at a minimum and until a subsequent backup has been tested. **Backup Data Files:** Until superseded and until the subsequent backup has been tested.	Clerk & Recorder

		Microfilm of Recorded Instruments (Prior to 1994): Permanent	
	Unclaimed Recorded Instruments	Permanent	Clerk & Recorder
	Public Meeting Notices	1 Year + current	Clerk & Recorder
C.R.S. § 32-1-105	Special and Metropolitan District Records -- Reports to the State	Permanent	Clerk & Recorder
C.R.S. § 32-1-107	Special and Metropolitan District Records -- Service Plans	Permanent	Clerk & Recorder
C.R.S. § 30-10-410	Subdivision and Common Interest Community Plats, Maps and Indexes	Permanent	Clerk & Recorder
C.R.S. § 38-53-104	Colorado Land Survey Monument Records	Permanent	Clerk & Recorder
C.R.S. § 30-10-903	Land Survey Plats	Permanent	Clerk & Recorder
C.R.S. § 30-10-420	Trade Name Registrations	Permanent	Clerk & Recorder
C.R.S. § 25-2-117(3); 5 CCR 1006-1	Birth Certificates	Permanent	Health & Human Services Vital Records Registrar
C.R.S. § 25-2-117(3); 5 CCR 1006-1	Home Birth Documentation	Permanent	Health & Human Services Vital Records Registrar
C.R.S. § 25-2-117(3); 5 CCR 1006-1	Birth Certificate Applications	Current + 2 Years	Health & Human Services Vital Records Registrar
C.R.S. Title 25, Article 2; 5 CCR 1006-1	Death Records -- Death Certificates	Permanent	Health & Human Services Vital Records Registrar
C.R.S. Title 25, Article 2; 5 CCR 1006-1	Death Records -- Disposition Permits	Current + 1 Year	Health & Human Services Vital Records Registrar
C.R.S. Title 25, Article 2; 5 CCR 1006-1	Death Records -- Fetal Death Certificates	Permanent	Health & Human Services Vital Records Registrar
C.R.S. Title 25, Article 2; 5 CCR 1006-1	Death Records -- Disinterment/Reinternment Permits	Permanent	Health & Human Services Vital Records Registrar
C.R.S. Title 25, Article 2; 5 CCR 1006-1	Death Records -- Death Certificate Applications	Current + 2 Years	Health & Human Services Vital Records Registrar
C.R.S. Title 25, Article 2; 5 CCR 1006-1	Security Documentation -- Security Paper Log	Current + 2 Years	Health & Human Services Vital Records Registrar
C.R.S. Title 25, Article 2; 5 CCR 1006-1	Security Documentation -- Voided Certificates	Current + 2 Years	Health & Human Services Vital Records Registrar

METHODS OF RECORD DESTRUCTION

When dealing with confidential information such as law enforcement and personnel information, these types of records should be shredded to prevent them from being reconstructed by unauthorized parties. Thus, document shredding or electronic destruction (if record kept in electronic form or electronic form only) are best suited for destruction of records once authorized by this Policy.

Records that are the subject of a litigation hold should not be destroyed without the express written permission of the County Attorney.

The Clerk & Recorder should keep a record of the records destroyed, regardless of whether destruction is coordinated at a centralized or decentralized level, to be able to show that destruction took place in the normal course of business. A log or form used to keep track of records destruction should include the following information at a minimum:

1. Date of destruction.
2. Destruction method.
3. Volume of records destroyed, usually in estimated cubic feet.
4. Records descriptions, such as the types and date ranges of the records destroyed [for instance: Foreclosure records (2005) or Release records (1979—1980)] or a listing of the specific file folder titles, depending on the level of tracking the Clerk & Recorder wants to do.
5. Who authorized, supervised and/or accomplished the records destruction.
6. Retention Schedule reference by title.

COMPLIANCE

This policy shall be complied with in all respects. Revisions to this policy may occur and every attempt will be made to provide prior notice of any such change. However, when deemed necessary in order to fully protect the County's interests, the interest of the public, and to more fully protect the safety of the public, including employees governed by this policy, this policy may be changed without notice.

APPLICABLE LEGISLATION AND/OR RELATED REGULATIONS, POLICIES AND FORMS

See Statutory or Policy Reference above.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Boundary Line Adjustment; LUC-24-00029; Oxbow Mini

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Oxbow Mining LLC and Mountain Coal Company LLC request an approval of a Boundary Line Adjustment between 5.19 acre Parcel No. 3185-000-00-006 (Parcel A – Oxbow Mining LLC) and 1,494.62 acre Parcel No. 3185-000-00-054 (Parcel B – Mountain Coal Company LLC) at 3737 CO-133.

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 7/30/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/30/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/31/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 8/6/2024

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Rachael Blondy, *Planner*
(970) 641-7932
rblondy@gunnisoncounty.org
www.GunnisonCounty.org

To: Board of County Commissioners
RE: LUC-24-00029 |Boundary Line Adjustment| Oxbow Mining LLC, Mountain Coal Company LLC
Memo Date: July 29, 2024
Meeting Date: August 6, 2024

The Applicants, Oxbow Mining LLC and Mountain Coal Company LLC, represented by Michael C. Dawson, Esq., of Michael C. Dawson, LLC, request an approval of a Boundary Line Adjustment (BLA) between 5.19 acre Parcel No. 3185-000-00-006 (Parcel A – Oxbow Mining LLC) and 1,494.62 acre Parcel No. 3185-000-00-054 (Parcel B – Mountain Coal Company LLC) at 3737 CO-133, Somerset, CO as shown in Exhibit A. Parcel A is completely within Parcel B, and the BLA expands Parcel A's footprint within Parcel B, adding 5.181 acres from Parcel B to Parcel A. The resultant parcels will be 10.381 acres and 1489.44 acres. This adjustment would allow the property line to follow the topography of the land, which has a cliff at the proposed southern border of Parcel A. Additionally, the adjustment will remove the necessity of crossing Parcel B to get to Parcel A. The reason for this exchange is to allow Parcel A to be more marketable for future sale by Oxbow Mining LLC. The applicants have a sale agreement for the 5.181 acres to transfer ownership. Both parcels are vacant.

LUC-24-00029 was reviewed by planning staff and the County Attorney's Office on May 29, 2024 and was found to comply with the standards of Land Use Resolution Article 5 – *Administrative Review Projects That Require Land Use Change Permits.*

Section 5-103:A STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS

1. *COMPLY WITH APPLICABLE STANDARDS* – No conformities will be created.
2. *COMPATIBILITY WITH COMMUNITY CHARACTER* – The resulting 10.381 acre parcel will be compatible with the smaller parcels that exist around Somerset. The remaining 1489.44 acre parcel will be similar to the surrounding agricultural parcels.

Section 5-103:A.3.a ADDITIONAL STANDARDS APPLICABLE TO BOUNDARY LINE ADJUSTMENTS

1. *INSUBSTANTIAL CHANGE* – Parcel A will be increased by approximately 100% and Parcel B will be decreased by approximately .35%.
2. *NOT CREATE ADDITIONAL LOTS* – The BLA will not create additional lots.
3. *MINIMUM LOT SIZE* – The resulting parcels will both be above 1-acre.

Section 5-104:L APPLICATION FORM FOR BOUNDARY LINE

1. *CONSENT OF ALL LANDOWNERS AND MORTGAGE* HOLDERS – Notarized written consent from both landowners can be found in Citizen Access.
2. *SURVEY PLAT* – The BLA plat meets all standards listed in this section.

Exhibits
You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-24-00029, Click on "Attachments".

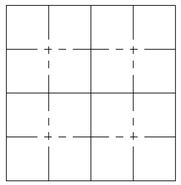
A. Plat

OXBOW MINING, LLC/MOUNTAIN COAL COMPANY, LLC BOUNDARY LINE ADJUSTMENT

WITHIN THE SE1/4 OF SEC. 8 & THE NE1/4 OF SEC. 17, T.13S., R.90W., 6TH P.M.

GUNNISON COUNTY, COLORADO

SEE PLAT



CONTROL MAP



AREA LOCATOR

TYPICAL LEGEND

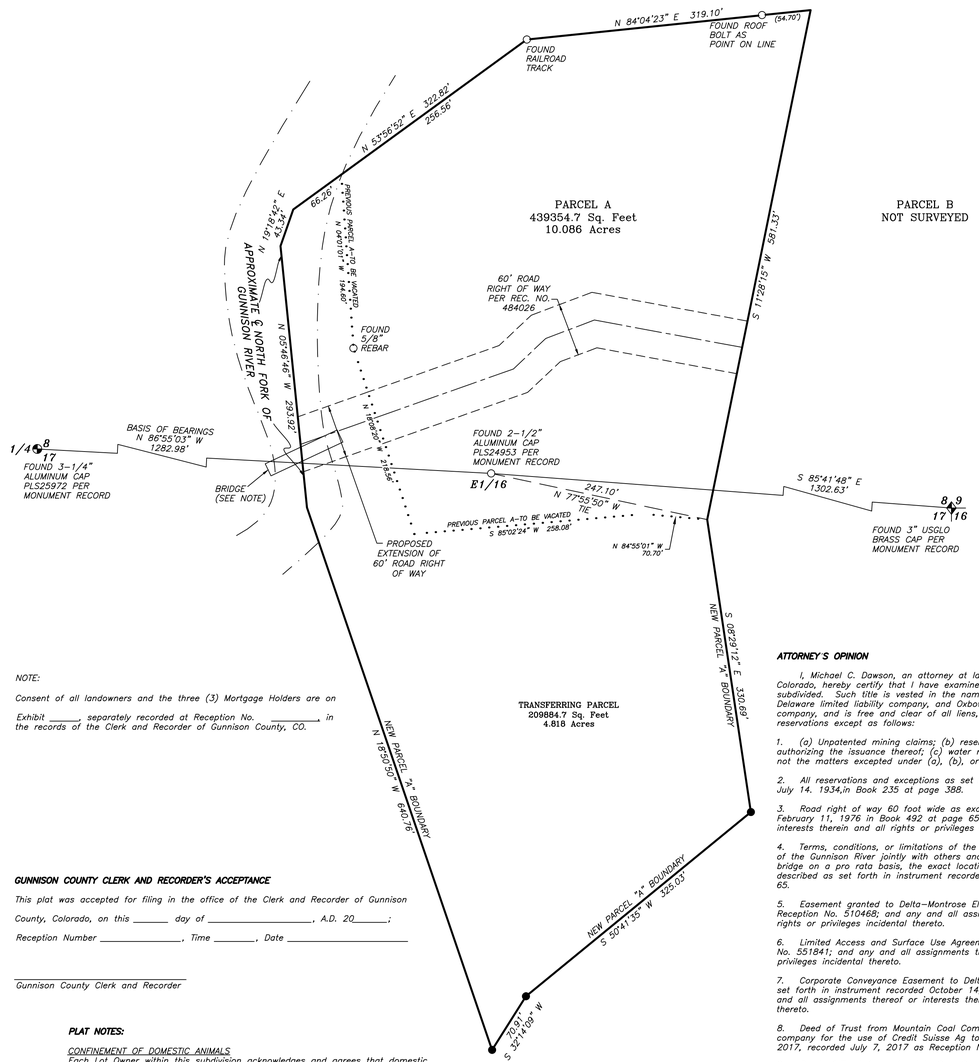
- Set Mag Nail in Asphalt
- Set 5/8" rebar 30" long with 2" aluminum cap PLS38255
- Set 5/8" rebar with 2" aluminum cap as Witness corner or linepin PLS38255
- Found 3/4" rebar 30" long with 3-1/4" aluminum cap PLS25972
- Found 3/4" rebar with 2-1/2" aluminum cap PLS24953 or as noted
- Found 3" USGLO Brass cap

—x— Fencelines
—E— Electric (overhead)
—UE— Electric (underground)
—W— Water line
— — — Easement
• • • • • • • Previous Parcel Boundary

BASIS OF BEARINGS:
N.86°53'05"W. FROM THE E1/16 COR. COMMON TO SEC. 8 & 17 TO THE 1/4 COR. COMMON TO SEC. 8 & 17
GEODETIC NORTH
GPS OBSERVATION

SCALE 1"=80 U.S. SURVEY FEET

0 40 80 160



NOTE:

Consent of all landowners and the three (3) Mortgage Holders are on Exhibit _____, separately recorded at Reception No. _____, in the records of the Clerk and Recorder of Gunnison County, CO.

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this _____ day of _____, A.D. 20_____; Reception Number _____, Time _____, Date _____

_____
Gunnison County Clerk and Recorder

PLAT NOTES:

CONFINEMENT OF DOMESTIC ANIMALS
Each Lot Owner within this subdivision acknowledges and agrees that domestic animals must be controlled by kenneling, leash, fencing or other physical constraint and that any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible individual.

COLORADO'S FENCE OUT REQUIREMENTS
A property owner is required to construct and maintain fencing in order to keep livestock off his/her property in accordance with C.R.S. 35-46-101 et. seq.

IRRIGATION DITCH MAINTENANCE
An irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch, and may leave natural debris on the bank.

The owner of each Lot shall have a common right of usage of the utility easements to provide utility service to each Lot.

NOTE:

THE BRIDGE LOCATED AT THE WEST END OF THE PARCEL TO ACCESS SAID PARCEL ACROSS THE NORTH FORK OF THE GUNNISON RIVER FROM THE TOWN OF SOMERSET IS SUBJECT TO A SIXTY (60) FOOT EASEMENT PER REC. NO. 327149.

ATTORNEY'S OPINION

I, Michael C. Dawson, 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 the names of Mountain Coal Company, LLC,a Delaware limited liability company, and Oxbow Mining, LLC, a Delaware limited liability company, and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

2. All reservations and exceptions as set forth in United States Patent(s) recorded July 14. 1934,in Book 235 at page 388.

3. Road right of way 60 foot wide as excepted and set forth in instrument recorded February 11, 1976 in Book 492 at page 65; and any and all assignments thereof or interests therein and all rights or privileges incidental thereto.

4. Terms, conditions, or limitations of the right to use the bridge over the North Fork of the Gunnison River jointly with others and subject to assessment for repairs of said bridge on a pro rata basis, the exact location of said bridge not being adequately described as set forth in instrument recorded February 11, 1976 in Book 492 at page 65.

5. Easement granted to Delta-Montrose Electric Association recorded May 7, 2001 as Reception No. 510468; and any and all assignments thereof or interests therein and all rights or privileges incidental thereto.

6. Limited Access and Surface Use Agreement recorded March 17, 2005 as Reception No. 551841; and any and all assignments thereof or interests therein and all rights or privileges incidental thereto.

7. Corporate Conveyance Easement to Delta County Telecom LLC DBA TDS Telecom as set forth in instrument recorded October 14, 2012 as Reception No. 615931; and any and all assignments thereof or interests therein and all rights or privileges incidental thereto.

8. Deed of Trust from Mountain Coal Company, L.L.C., a Delaware limited liability company for the use of Credit Suisse Ag to secure $450,000,000, dated June 23, 2017, recorded July 7, 2017 as Reception No. 647473.

9. Deed of Trust from Mountain Coal Company, L.L.C., a Delaware limited liability company for the use of Citibank, N.A. to secure $98,075,000, dated March 5, 2021, recorded March 8, 2021 as Reception No. 674151.

10. Financing Statement between Mountain Coal Company LLC, Debtor and Credit Suisse Ag, Secured Party recorded July 7, 2017 as Reception No. 647474.

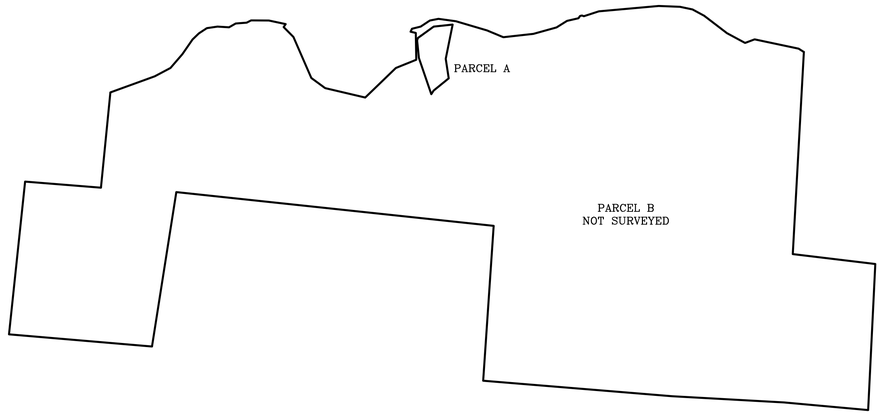
11. Financing Statement between Mountain Coal Company LLC, Debtor and Regions Bank, Secured Party recorded May 30, 2017 as Reception No. 646689.

12. Taxes and assessments for the current year, due and payable the following year.

Dated: _____, 202__.

Michael C. Dawson, Esq., Reg. No. 27249
Law Office of Michael C. Dawson, LLC.
120 North Taylor - P.O. Box 179
Gunnison, Colorado 81230
Telephone: 970-641-3326
mdawson@guclaw.com

OVERVIEW
SCALE: 1"=1200'



PARCEL A

A parcel of land located within the SE1/4 of Section 8 and within the NE1/4 of Section 17, Township 13 South, Range 90 West of the 6th P.M., having a description based upon a bearing of N.86°55'03"W. from the E1/16 Corner common to Sections 8 and 17 (monumented by a 2-1/2" aluminum cap PLS24953) to the 1/4 Corner common to Sections 8 and 17 (monumented by a 3-1/4" aluminum cap PLS25972), with all other bearings relative thereto and being more particularly described as follows:
Beginning at a point from whence said E1/16 Corner bears N.77°55'50"W. 247.10 feet; thence S.08°29'12"E. 330.69 feet (monumented by a 2" aluminum cap PLS38255); thence S.50°41'35"W. 325.03 feet (monumented by a 2" aluminum cap PLS38255); thence S.32°14'09"W. 70.91 feet (monumented by a 2" aluminum cap PLS38255); thence N.18°50'50"W. 640.76 feet to the approximate centerline of the North Fork of the Gunnison River; thence along said centerline the following two (2) courses: (1) N.05°46'46"W. 293.92 feet; (2) thence N.19°18'42"E. 43.34 feet; thence leaving said centerline N.53°56'52"E. 322.82 feet (monumented by a railroad track); thence N.84°04'23"E. 319.10 feet; thence S.11°28'15"W. 581.33 feet to the Point of Beginning, containing 10.086 acres, more or less.

County of Gunnison, State of Colorado

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of the boundary line adjustment OXBOW MINING, LLC/ MOUNTAIN COAL COMPANY, LLC BOUNDARY LINE ADJUSTMENT is approved this _____day of _____, A.D. 20____.

_____,
Chairperson, Gunnison County Board of Commissioners

Attest:

_____,
Gunnison County Clerk and Recorder

SURVEYOR'S CERTIFICATION
I, Kris Crawford, do hereby certify that the above described parcel has been surveyed by me and under my direct supervision and that such survey is accurately represented hereon, and is based upon my knowledge, information and belief, and is in accordance with applicable standards of practice and is not a guaranty or warranty, either expressed or implied. I further certify that the monuments shown hereon actually exist, and that their positions are as shown. I further certify that this Boundary Agreement plat is made according to the agreement of the adjoining land owners and that no new parcels were created.

Date:_____Signed: _____
COLORADO PROFESSIONAL LAND SURVEYOR #38255

PARCEL B

That tract of land described under Reception No. 483286 of the Gunnison County Records as follows:
Parcel A:
Section 15: Lots 1 and 2, W1/2SW1/4
Section 16: W1/2NW1/4, S1/2
Section 17: NE1/4NE1/4, S1/2N1/2
Section 18: SE1/4NE1/4, NE1/4SE1/4

Parcel B:
Section 16: E1/2NW1/4, W1/2NE1/4, SE1/4NE1/4

Parcel C:
Section 17: NW1/4NW1/4

TOGETHER WITH those portions of the following described lands lying and situate South of the middle line of the North Fork of the Gunnison River, to wit:
Section 8: S1/2SW1/4, S1/2SE1/4
Section 17: NE1/4NW1/4, NW1/4NE1/4
Section 18: NE1/4NE1/4

EXCEPTING THEREFROM the following described parcel of land, to wit (Exception #1):
A tract of land located in the SE1/4 of Section 8, and a small portion of Section 17, Township 13 South, Range 90 West, 6th P.M. more particularly described as follows, as conveyed by deed from Kathryn E. Ross and Harold B. Ross to John O. Roberts and Lucille J. Roberts, recorded February 11, 1976, in Book 492 at Page 65 of the Gunnison County records, to wit:
Beginning at a point in the center of a roadway whence the Southwest corner of the SE1/4SE1/4 of said Section 8 bears S 49°47' E 132.9 feet; thence N 20°33' W 81.6 feet; thence N 06°26' W 194.6 feet; thence N 52°07' E 250.3 feet; thence S 16°51' E 541.8 feet; thence S 82°37' W 258.2 feet; thence N 20°33' W 136.9 feet, more or less, to the point of beginning.
Excepting from said parcel the following described property, to wit: A road right of way 60 feet wide, the centerline of which described as follows:
Beginning at a point in the center of said road whence the Southwest corner of the SE1/4SE1/4 of said Section 8 bears S 49°47' E. 132.9 feet; thence N 68°05' E 162.8 feet; thence N 44°17' E 49.8 feet; thence N 66°52' E 58.1 feet more or less to the east line of said parcel.
ALSO EXCEPTING FROM Parcel C, the following described parcel of land, to wit (Exception #2): A tract of land located in the SE1/4 of Section 8, Township 13 South, Range 90 West, 6th P.M., as conveyed by deed from Harold B. Ross and Kathryn E. Ross to David C. Roberts and Vickey L. Roberts, recorded December 20, 1974, in Book 479 at Page 441 of the Gunn. County records, more particularly described as follows:
Beginning at a point in the center of a roadway whence the Southwest corner of the SE1/4SE1/4 of said Section 8 bears S 33°58' W 247.0 feet; thence N 16°51' W 317.9 feet; thence N 82°18' E 319.1 feet; thence S 08°57' W 571.4 feet, more or less, to the point of beginning. EXCEPTING from said parcel a road right of way 60 feet wide, the centerline of which is described as follow: Beginning at a point in the center of said road whence the Southwest corner of the SE1/4SE1/4 of said Section 8 bears S 33°58' W 247.0 feet; thence S 81°56' E 167.8 feet, more or less, to the east line of said tract. ALSO TOGETHER WITH a steel and wood bridge located at the west end of the 60 foot wide road easement described in Exception #1 of Parcel C; it being understood that this conveyance is subject to the right of owners of Exceptions #1 and #2 of Parcel C to use said bridge upon payment of their pro rata share of repair and maintenance of the bridge.
(End of description under Reception No. 483286)
EXCEPTING THEREFROM
A parcel of land located within the SE1/4 of Section 8 and within the NE1/4 of Section 17, Township 13 South, Range 90 West of the 6th P.M., having a description based upon a bearing of N.86°55'03"W. from the E1/16 Corner common to Sections 8 and 17 (monumented by a 2-1/2" aluminum cap PLS24953) to the 1/4 Corner common to Sections 8 and 17 (monumented by a 3-1/4" aluminum cap PLS25972), with all other bearings relative thereto and being more particularly described as follows:
Beginning at a point from whence said E1/16 Corner bears N.77°55'50"W. 247.10 feet; thence S.08°29'12"E. 330.69 feet; thence S.50°41'35"W. 325.03 feet; thence S.32°14'09"W. 70.91 feet; thence N.18°50'50"W. 640.76 feet to the approximate centerline of the North Fork of the Gunnison River; thence along said centerline the following two (2) courses: (1) N.05°46'46"W. 293.92 feet; (2) thence N.19°18'42"E. 43.34 feet; thence leaving said centerline N.53°56'52"E. 66.26 feet; thence S.04°01'01"E. 194.60 feet; thence S.18°08'20"E. 218.56 feet; thence N.85°02'24"E. 258.08 feet; thence S.84°55'01"E. 70.70 feet to the Point of Beginning, containing 4.818 acres, more or less.

County of Gunnison, State of Colorado

NOTE: According to Colorado law any legal action based upon a defect in this survey must be commenced within three years after such defect is discovered. In no event may any action based upon any defect in this survey be commenced more than ten years from the date shown on the certification hereon.

WILMORE & COMPANY
PROFESSIONAL LAND SURVEYING, INC.
406 Grand Avenue
P.O. Box 1652
Paonia, Colorado 81428
970.527-4200 PHONE
970.527-4202 FAX
www.wilmorelandsurveying.com
EMAIL kris@wilmorelandsurveying.com
Defining Boundaries

FIELD CREW:	
KC	
DRAFTER:	
KC	
CHECKED BY:	
RAW	

OXBOW MINING, LLC/MOUNTAIN COAL COMPANY, LLC BOUNDARY LINE ADJUSTMENT
WITHIN THE SE1/4 OF SEC. 8 & THE NE1/4 OF SEC. 17, T.13S., R.90W., 6TH P.M.
GUNNISON COUNTY, COLORADO

J20216 | 7 FEBRUARY 2024

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster; LUC-24-00022; Lalani

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The Applicant, Munir A. Lalani (LFSH CO LLC), represented by Ethan Hampton, Architect, request a lot cluster for lots 6 & 7, block 1, of the Homestead Subdivision AKA 365 Rainbow Ln., Almont, CO.

Fiscal Impact:

Submitted by: Sean Pope **Submitter's Email Address:** spope@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 7/31/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/31/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/31/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 8/6/2024

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Sean Pope, *Planner*
(970) 641-7981
spope@gunnisoncounty.org
www.GunnisonCounty.org

To: Board of County Commissioners
RE: LUC-24-00022 | Lot Cluster| Lalani
Date of Memo: July 30, 2024
Date Scheduled for BOCC: August 6, 2024

The Applicant, Munir A. Lalani (LFSH CO LLC), represented by Ethan Hampton, Architect, request a lot cluster for lots 6 & 7, block 1, of the Homestead Subdivision AKA 365 Rainbow Ln., as shown in Exhibit A. Both lot 6 & 7 are approximately 0.45 acres, leading to a resultant parcel of approximately 0.9 acres. This project has been approved for a Minor Impact, pursuant to LUR Section 6-102:B – *Maximum Building Size Larger than 5,000 sq. ft*. Per condition no. 2 of the Minor Impact approval (Exhibit C), lots 6 & 7 must be clustered in order to support the proposed development. This clustering is consistent with other properties within the Homestead Subdivision. Furthermore, the Applicant has signed a written contract to connect to the Almont Sewage Hereafter In Transit Plant (ASHITP) to handle the wastewater. Gunnison County Electric Association has no objections to the clustering of these lots.

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 5-103:M – *Application Form for a Lot Cluster.*

> 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.

LUC-24-00022 was reviewed by planning staff and was found that the proposed lot cluster meets the standards above. The lot cluster proposal was also reviewed for legal standards by the County Attorney's Office within Laserfiche. The proposal complies with all applicable standards of the LUR and is compatible with the residential character of the existing subdivision, as four other properties within the Homestead Subdivision have been clustered in the same manner.

Thank you,
Sean Pope

Exhibits
You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-24-00022. Click on "Attachments".

A. Site Plans
B. Lot Cluster Agreement
C. LUC-24-00022 Minor Impact Approval

TOPOGRAPHIC SURVEY – LFSH CO, LLC
LOTS 6 AND 7, BLOCK 1
THE HOMESTEAD
a.k.a. 365 RAINBOW DRIVE, ALMONT
GUNNISON COUNTY, COLORADO

LAND DESCRIPTION

Lots 6 and 7, Block 1, The Homestead Subdivision, according to the Plat thereof recorded September 25, 1964 at Reception No. 260760,

COUNTY OF GUNNISON,
STATE OF COLORADO

SURVEY NOTES

1) Boundaries and typical easements are based on the Plat of The Homestead recorded September 25, 1964 at Reception No. 260760 of the records of Gunnison County, Colorado.
2) Bearings are based on a measured bearing of S42°59'55"E between original No. 4 rebar monuments found along the northeasterly boundary line of Lot 6, Block 1, across Rainbow Drive to the point of curvature on the northwesterly boundary line of, Lot 3, Block 4, as shown hereon.
3) Building Setbacks, Restrictive Inner Buffer, and Variable Outer Buffer are based on the Gunnison County Land Use Resolution amended on September 8, 2022.
4) Distances and dimensions are in U.S. Survey Feet. Contour intervals are 1 foot.
5) Land descriptions, easements, and encumbrances are based on Land Title's Title Commitment No. GUR88006527-4 dated July 25, 2023. This Topographic Survey does not constitute a title search by this surveyor. Additional easements and/or encumbrances may exist.
6) Underground utilities were not marked for this survey. Please verify and locate all utilities prior to construction. An electric service line was partially buried, as shown hereon. Please contact GCEA for more information on this line.
7) Elevations are based on a record elevation of 8062.62' NAVD88 on National Geodetic Survey (NGS) Benchmark D160, also known as JL0242, found about 1 mile north of Almont.
8) A majority of the subject parcels are located outside FEMA Floodplain Zone "AE", according to the FEMA FIRM Map No. 08051C1036D effective May 16, 2013.
9) A yellow plastic cap stamped "LS 34979" was used as the local project benchmark. It has an elevation of 8030.1', as shown hereon.
10) A Lot Cluster Agreement was not indicated in the Title Commitment, however, the initial Deed recorded December 22, 1976 at Book 498 page 402 states, "Subject to the protective covenants... For the purposes of those protective covenants, said Lots 6 and 7 shall be considered as one lot."

SURVEYOR'S STATEMENT

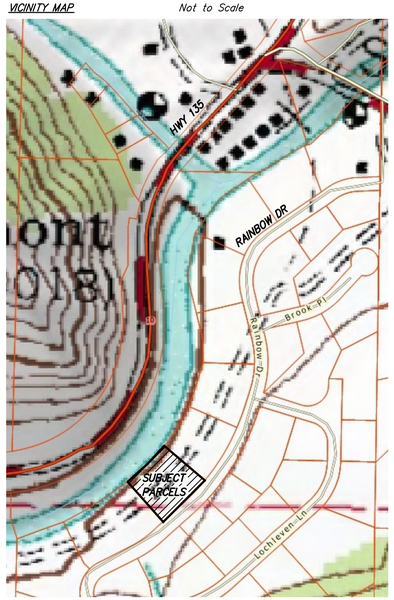
I, STEPHEN L. JESSOE, for and on behalf of All County Survey, Inc., being a Licensed Professional Land Surveyor in the State of Colorado, do hereby state that this Topographic Survey was prepared by me and under my responsible charge & supervision and a) is accurate to the best of my knowledge, information and belief, b) is in accordance with applicable standards of practice, and c) is not a guarantee or warranty either expressed or implied.

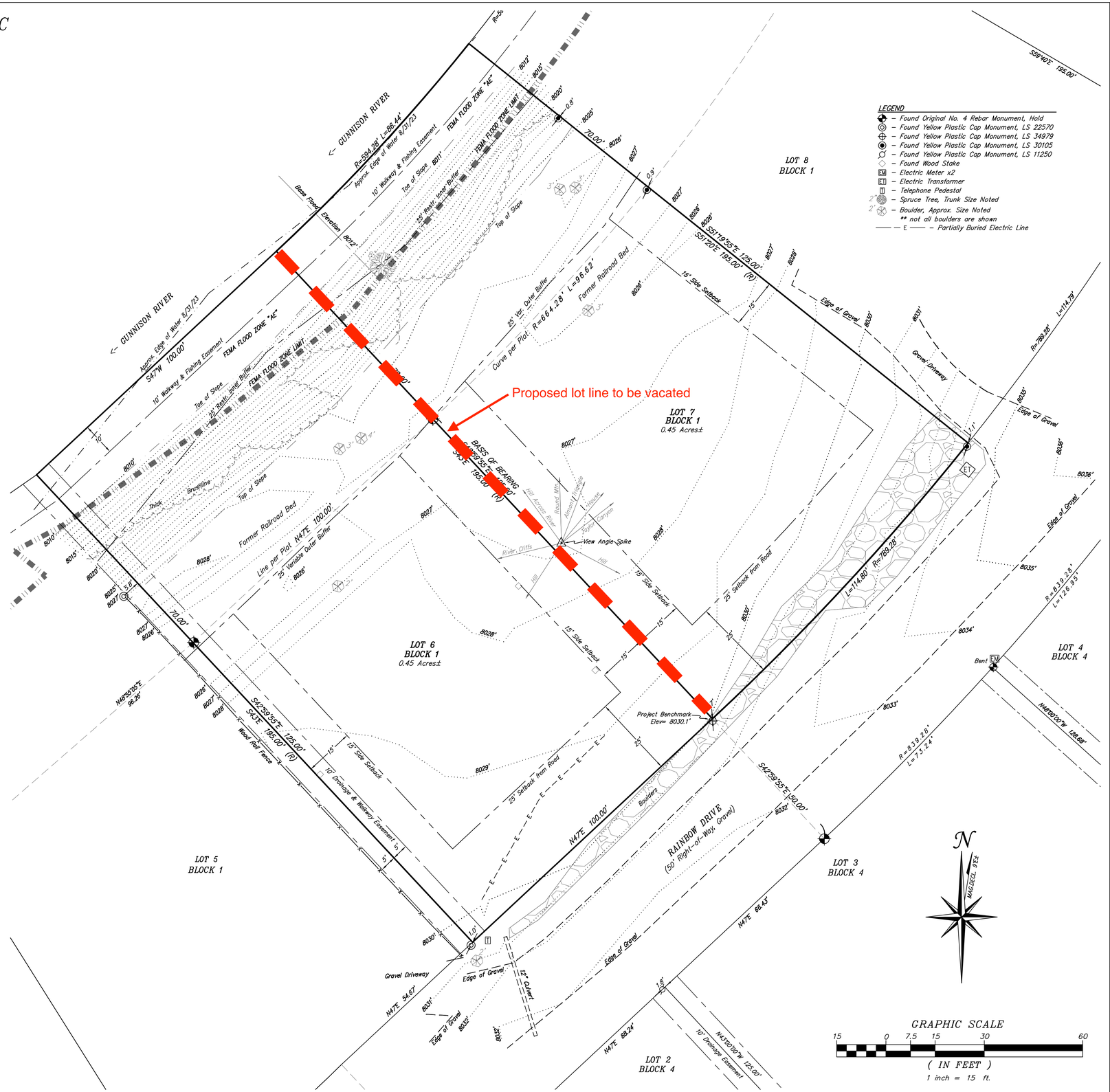
COLORADO LICENSED — STEPHEN LAWRENCE JESSOE — 38048 — PROFESSIONAL LAND SURVEYOR

29 September 2023
Stephen L. Jessoe — Date

Colorado Licensed Professional Land Surveyor No. 38048
For and on behalf of All County Survey, Inc.

VICINITY MAP Not to Scale





ALL COUNTY SURVEY INC.
Stephen Jessoe, P.L.S.
P.O. Box 7164, Gunnison, CO 81230
970-349-9400 www.allcountysurvey.com

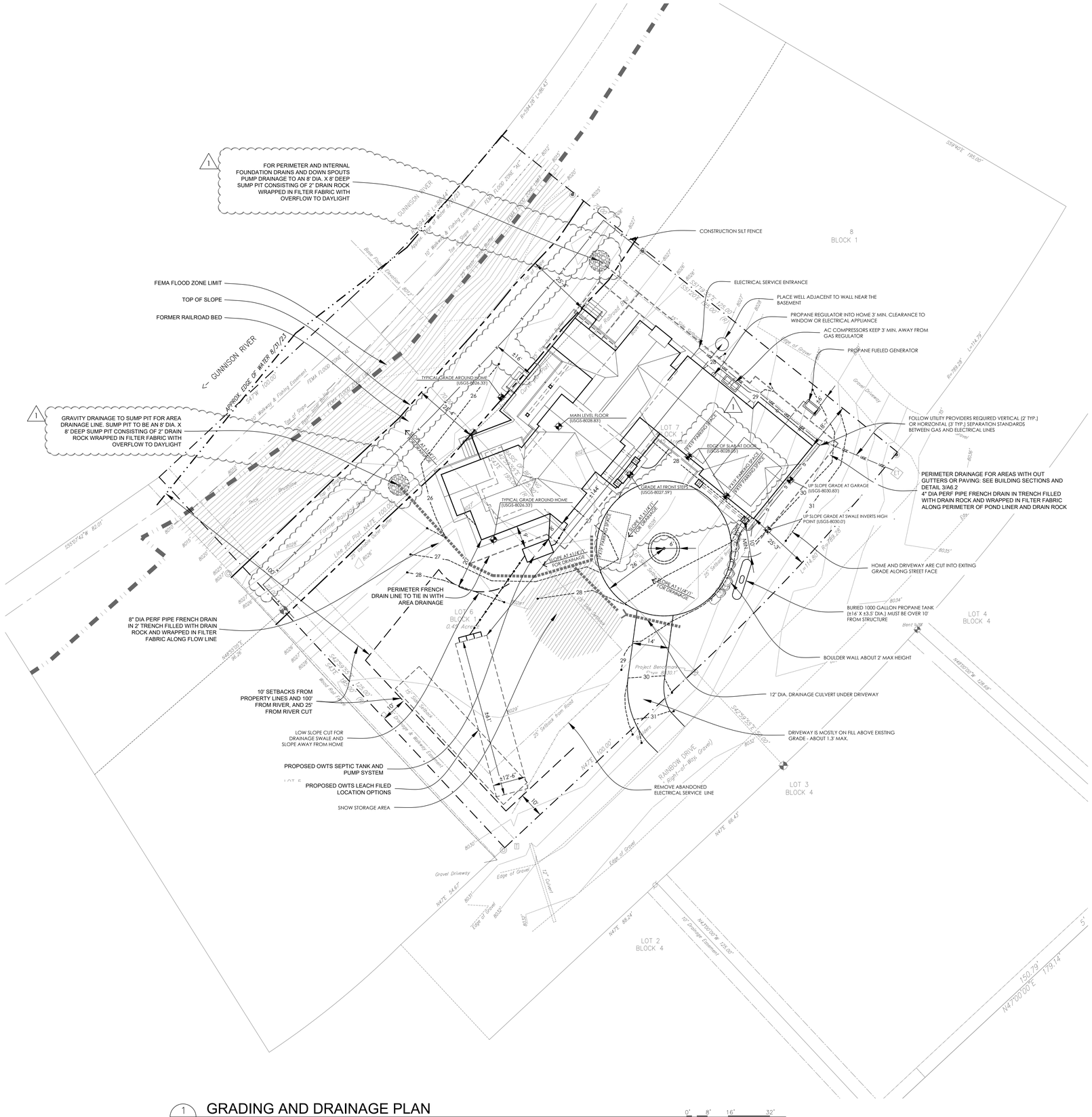
TOPOGRAPHIC SURVEY – LFSH CO, LLC
LOTS 6 AND 7, BLOCK 1
THE HOMESTEAD
a.k.a. 365 RAINBOW DRIVE, ALMONT
GUNNISON COUNTY, COLORADO

SCALE: 1" = 15'
CONTOUR INTERVAL: 1 FOOT

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 29 September 2023
DRAWN BY: ADJ
REVIEWED BY: SLJ

TOPOGRAPHIC SURVEY
LOTS 6 AND 7, BLOCK 1
THE HOMESTEAD
a.k.a. 365 RAINBOW DRIVE, ALMONT
GUNNISON COUNTY, COLORADO



1 GRADING AND DRAINAGE PLAN
A1.1 — 1/16" = 1'-0"

0' 8' 16' 32'

ROAD CONSTRUCTION

PROVIDE A WOVEN GEOTEXTILE BELLOW GRAVEL LAYERS WITH 2' MIN OVERLAP TYP.

ROAD BASE MATERIAL NEEDS TO BE STURDY AND DRAIN FREELY. USE GRAVEL THAT IS COARSER THAN THE ROAD SURFACE MATERIAL AND CONSISTS MAINLY OF WELL GRADED GRAVEL SMALLER THAN 3" IN SIZE (ABOUT 80% TO BE ± 1/2"). IT MAY HAVE FEW LARGE STONES BUT NO GREATER THAN 6" AND IS TO HAVE NO MORE THAN 7% FINES (SILT-CLAY PARTICLES) TO ALLOW FOR SUBSURFACE DRAINAGE. THE BASE LAYER SHOULD BE ABOUT 12 INCHES THICK WHEN COMPACTED.

ROAD SURFACE MATERIAL NEEDS TO PACK WELL, BE DURABLE, AND SHED WATER. USE GRAVEL THAT IS WELL-GRADED WITH THE MAJORITY OF GRAVEL SMALLER THAN 1/2" IN SIZE WITH A MAXIMUM PARTICLE SIZE OF 2 INCHES AND WITH 7-12% FINES (SILT-CLAY PARTICLES). SO IT PACKS WELL AND SHEDS WATER. THE SURFACE LAYER SHOULD BE ABOUT 4 INCHES THICK WHEN COMPACTED.

GUNNISON CONSERVATION DISTRICT RECOMMENDED SEED MIXES

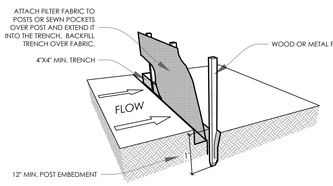
CONSTRUCTION AREAS TO BE RE-SEEDED WITH APPROVED SEED MIXES

CABIN MIX
SEED MIX: MOUNTAIN BROME 30%, SLENDER WHEATGRASS 25%, WESTERN WHEATGRASS 25%, IDAHO FESCUE 10%, CANBY BLUEGRASS 10%

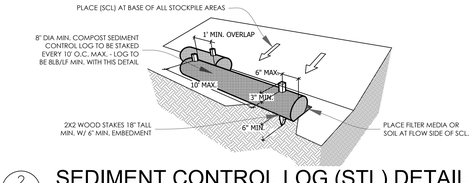
LAWN AREA MIX
HARDY LAWN MIX: MIX OF 2 TYPES OF KY BLUEGRASS (24%/21%), TALL FESCUE (16%) & PERENNIAL RYE (15%). ADD DURABILITY TO HIGHLY TRAFFICKED LAWNS, REDUCE WATERING NEEDS, AND ADD DISEASE AND PEST RESISTANCE TO YOUR LAWN. THIS MIX SHOULD NOT BE USED NEAR AREAS WHERE HORSES GRAZE.

THE BARRIER MUST BE MAINTAINED AND REMAIN UNTIL VEGETATION HAS ESTABLISHED.

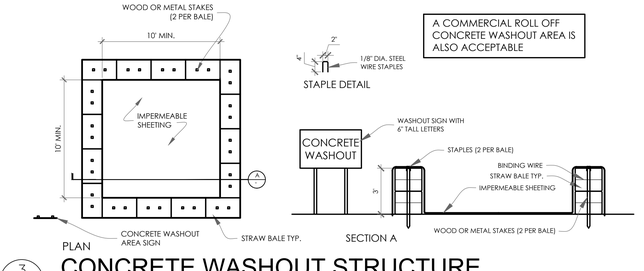
WHERE TREE ROOTS ARE LIKELY TO BE IMPACTED DO NOT DIG - USE ABOVE GRADE BACKFILL AT SILT FENCE



1 SILT FENCE DETAIL
A1.1 — DO NOT SCALE



2 SEDIMENT CONTROL LOG (STL) DETAIL
A1.1 — DO NOT SCALE



3 CONCRETE WASHOUT STRUCTURE
A1.1 — DO NOT SCALE

Hampton Architecture
2017 10th Street, Suite B
Boulder, CO 80302
Tel: 720.206.4122
email: ethan@2hampton.com

LALANI FAMILY SUMMER HOME

365 Rainbow Drive, Almont CO
Gunnison county

STATE OF COLORADO
ETHAN DAVID HAMPTON
401548
LICENSED ARCHITECT
3.1.24

Issue / Revision		
Phase	Date	#
PLAN REVIEW	12.15.23	1
CD PROGRESS SET	12.21.23	2
CD PROGRESS SET	2.9.24	3
PERMIT SET	3.1.24	4
COMMENT RESP. SET	4.4.24	5

SHEET DESCRIPTION: SITE PLAN

DRAWN BY: PH
SHEET FILE: 011-LC_CD_SITE.dwg

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SHEET NUMBER:

A1.1

:: PROJECT #230915 ::

PRINT DATA: pltwd Apr 04, 2024 - 5:43 pm 011-LC_CD_SITE.dwg

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 LFSH CO, LLC
(Owner)

_____
(Owner)

_____
(Owner)

_____
(Owner)

RECITALS:

Legal Description: Complete – please attach if too long

LOTS 6 AND 7, BLOCK 1, THE HOMESTEAD SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 1964
UNDER RECEPTION NO. 260760,
COUNTY OF GUNNISON,
STATE OF COLORADO

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: 5.22.2024 _____ for LFSH CO, LLC
Owner

Date: _____ _____
Owner

Date: _____ _____
Owner

Date: 5.22.2024 _____
Mortgage or Lien Holder

STATE OF ~~COLORADO~~ Texas)
)ss
COUNTY OF ~~GUNNISON~~ McLennan)

The foregoing instrument was acknowledged before me this 22nd day of May 20 24
by Shea A. Lalani for LFSH CO, LLC **(Owner/s).**

Witness my hand and official seal.

My Commission expires: 2.17.2026

ANGELA KAY SHEEDY
Notary Public, State of Texas
Comm. Expires 02-17-2026
Notary ID 133590274

Angela Sheedy
Notary Public

Address: 5400 Bosque Blvd #202
Waco Texas 76710

STATE OF ~~COLORADO~~ Texas)
)ss
COUNTY OF ~~GUNNISON~~ Wichita)

The foregoing instrument was acknowledged before me this 22nd day of May 2024 by Lacey Slack Sr. Vice President **(Mortgage/Lien Holder).**

Witness my hand and official seal.

My Commission expires: 3.29.25

CRYSTAL HONE-BECK
My Notary ID # 133022628
Expires March 29, 2025

Notary Public

Address: 2732 Midwestern Pkwy
Wichita Falls TX 76308

Date: _____

_____ Chairperson

_____ Vice-Chairperson

_____ Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

_____
Gunnison County Clerk and Recorder

Gunnison County, CO
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Page 1 of 3
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GUNNISON COUNTY, COLORADO

CERTIFICATE OF MINOR IMPACT APPROVAL

CERTIFICATION NO. 005, SERIES 2024

CONCERNING LUC-24-00022, A LAND USE CHANGE PERMIT APPLICATION FOR A MINOR IMPACT LAND USE CHANGE FOR LFSH CO, LLC FOR A RESIDENCE LARGER THAN 5,000 SQ. FT. ON THE PARCEL OF LAND COMMONLY KNOWN AS PARCEL NO. 351722003007, 365 RAINBOW DR., LEGALLY DESCRIBED AS LOTS 6 AND 7, BLOCK 1, THE HOMESTEAD SUBDIVISION, ACCORDING TO THE PLAT RECORDED UNDER RECEPTION NO. 260760

WHEREAS, The Applicant proposes to build a 4,000 sq. ft. single-family residence with a 1,924 sq. ft. attached garage and 280 sq. ft. screened porch, totaling 6,204 sq. ft., on lots 6 & 7, Block 1, of the Homestead Subdivision, AKA 365 Rainbow Ln, Almont, CO. Because the total structure size is greater than 5,000 sq. ft, the project is classified as a Minor Impact Project. In order to meet setback requirements, a lot cluster for lots 6 & 7 is included within this application. The parcel mostly consists of grasses and sage brush, with the northwestern part of the parcel crossing over the Gunnison river.

WHEREAS, the Gunnison County Planning Commission in a public hearing, on July 18, 2024, unanimously approved the proposed the residence larger than 5,000 square feet with certain findings and conditions; and

WHEREAS, Section 6-106 of the *Gunnison County Land Use Resolution* defines a process of review for Minor Impact projects, and after a review of relevant facts related to the proposed land use change's compliance with the *Resolution* the Gunnison County Planning Commission finds the following:

1. The project is classified as a Minor Impact Land Use Change pursuant to Section 6-102:B – *Maximum Building Size Larger Than 5,000 sq. ft. And Aggregate Square Footage Larger than 7,000 sq. ft.*

2. In order to complete the project as proposed, lots 6&7 of the Homestead Subdivision must be clustered, pursuant to LUR Section 5-102:F – *Lot Clusters.*

3. The proposed development is consistent with the residential development within the subdivision.

4. Vegetative buffers to screen the building are unfeasible due to the combination of site constraints, defensible space requirements, and lack of irrigation water.

5. The maximum parcel size after clustering lots 6&7 is 0.9 acres, which does not meet the 1 acre minimum to install an OWTS without a variance. The Applicant has formalized an agreement to connect to the Almont Sewage Hereafter In Transit Plant (ASHITP) for wastewater treatment for the residence.

6. Applicant has submitted a Drainage Plan which complies with the standards of LUR section 13-117.

7. The project meets or exceeds the standards of Section 13-105:G.1 *Finding of No Obtrusive Visibility Required for Approval* and Section 13-105:G.2 *Obtrusive Visibility Shall Cause Denial.*

8. This application is consistent with the standards and requirements of this *Resolution.*

9. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

NOW, THEREFORE, Land Use Change Application No. LUC-24-00022 is approved by the Gunnison County Planning Commission as a Minor Impact Project, and is so certified by the undersigned, subject to the following conditions:

1. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution.*

2. Approval of a Lot Cluster for lots 6&7 of the Homestead Subdivision, pursuant to LUR Section 5-102:F – *Lot Clusters.*

3. A Gunnison County Reclamation Permit shall be required for any site disturbing activities on this parcel. That permit shall contain specific reclamation conditions. Disturbed areas shall be reseeded with an approved seed mix. For activities not requiring a Reclamation Permit, disturbed areas shall be reseeded with an appropriate seed mix. Colorado Parks and Wildlife (CPW) and/or the Natural Resources Conservation Service (NRCS) are available to help identify an appropriate seed mix.

4. Property owners shall control or attempt to eradicate any noxious weeds that occur on the property. A list of noxious weeds may be found in the Colorado Noxious Weed list: www.colorado.gov/pacific/agconservation/noxious-weedspecies The Gunnison County Weed Management Program should be contacted (970-641-4393) for additional information and technical assistance.

5. Per Section 11-106 G.3.d.1. of the Gunnison County Land Use Resolution, dogs and cats shall be kept under appropriate control, by means which may include kenneling or other physically secure methods to ensure that negative effects to wildlife from pets do not occur. This includes construction and maintenance workers' pets.

6. A separate Gunnison Sage-grouse analysis will be required, which may include additional conditions, for any proposed development in the future not addressed in the "Gunnison Sage-Grouse Habitat Site Specific Analysis Permit Application Number BP-24-00024 & OWTS-24-00025," March 26, 2024.

7. Applicant shall use bear-proof trash containers to minimize human-bear conflict.

8. Any fencing shall be built using wildlife friendly specs so as not to restrict movement of elk, deer, and other wildlife.

9. Pets, specifically domestic dogs and cats, are not allowed to range freely and shall be kept under appropriate control, by means which may include kenneling, leashing, or other physically secure methods to ensure that negative effects to wildlife from pets do not occur.

10. All pet food sources shall be kept secure to not attract bears, predators, and/or nuisance wildlife species.

11. Husbandry of domestic livestock, specifically domestic sheep, shall not be allowed on the subject property in order to mitigate risk to Rocky Mountain bighorn sheep health, who are year-round occupants of the Almont area.

12. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.

13. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

14. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.

15. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

THIS CERTIFICATION AND THE PERMIT GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

Sean Pope
Planner

ATTEST:
Joan M. Bare
Gunnison County Clerk and Recorder

GUNNISON COUNTY SEAL COLORADO

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Application to Amend; Gold Basin Industrial Park S

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Amendment to the Gold Basin Industrial Park Special Area Regulations to allow for "overflow vehicle impound lot".

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 7/31/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 7/31/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/31/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 8/6/2024

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Rachael Blondy, *Planner*
(970) 641-7932
rblondy@gunnisoncounty.org
www.GunnisonCounty.org

To: Gunnison County Board of County Commissioners
RE: H&H Towing Application to Amend the Gold Basin Industrial Park Special Area Regulations
Memo Date: July 30, 2024
Meeting Date: August 6, 2024

Request

H&H Towing (H&H) has requested to amend Gunnison County's Gold Basin Industrial Park Special Area Regulations (Regulations). H&H is contracted to provide towing services for several insurance companies, as well as local, county, state, and federal law enforcement agencies in the Gunnison area. Their contracts require them to recover, tow, impound, and securely store vehicles in various conditions for variable periods of time. These vehicles must be stored securely behind a fence to protect both the vehicles and any property contained within them. H&H needs a secure location to store vehicles that are waiting for legal release. To accommodate this community need, H&H would like to sublease the former FedEx lot in the Gold Basin Industrial Park Special Area (Gold Basin) for vehicle storage.

Currently, the Regulations do not permit the storage of vehicles. Therefore, H&H Towing's request seeks to amend Section 5 of the Regulations to include "overflow vehicle impound lot" as a permitted use on leasehold areas. This amendment would allow H&H to securely store vehicles in compliance with their contractual obligations.

Direction from Board of County Commissioners

The Regulations state the following parties can initiate an amendment: the Board of County Commissioners (Board), the Planning Commission, the Community Development Director, or the lessee. H&H is not a lessee, but is interested in leasing the sublet property, and therefore requested the Board consider an amendment to the Regulations to allow for their proposed use. At a regular meeting on July 2, 2024, the Board discussed the proposed amendment to the Regulations. They concluded there need to be two rounds of amendments to the Regulations. First, the Board made a motion directing Community Development to submit a proposed amendment of the Regulations to the Planning Commission to allow for “overflow vehicle impound lots” in Gold Basin. Second, the Board requested that Community Development move forward with amendments to clarify and streamline the Regulations so they can be better in alignment with other County policies. The second amendments will be discussed at a future meeting.

Planning Commission Review and Recommendation

On July 18, 2024, Planning Commission reviewed the request and considered the standards of the Regulations listed in Section 12:B.2.c.4.a and below. In a 5 to 0 vote, the Planning Commission approved recommendation to the Board to adopt the proposed amendment, which would allow “overflow vehicle impound lots” in Gold Basin Industrial Park.

Request of Board of County Commissioners

The Board may conduct a public hearing "should it be deem(ed) to be in the best public interest"; or the Board may adopt, modify, or deny the amendments by written resolution without holding a public hearing, provided the request meets the Review Standards in Section 12:B.2.c.4.a of the Regulations:

1. Consistency With Any Comprehensive Plan Adopted By Gunnison County
2. Changed Conditions.
3. Effect On The Natural Environment.
4. Community Needs
5. Development Pattern
6. Changes In Applicable Law.
7. Public Health, Safety And Welfare
8. Compliance with Any Applicable Intergovernmental Agreements Adopted by Gunnison County

Staff has included a draft resolution (Exhibit C) for the BOCC's consideration.

Thank you,
Rachael Blondy

Exhibits

A. H&H Towing Letter
B. Redline of Gold Basin Industrial Park Special Area Regulations
C. Draft Resolution

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 24 - ____

A RESOLUTION APPROVING AMENDMENTS TO THE GOLD BASIN INDUSTRIAL PARK SPECIAL AREA REGULATIONS, LEGALLY DESCRIBED AS 38.79 ACRES IN NE4NW4. SECTION 11 49N1W #499861 AND PORTIONS OF 21.28 ACRES IN SE4SW4. SECTION 2 49N1W #499861, COUNTY OF GUNNISON, STATE OF COLORADO

WHEREAS, the Gold Basin Industrial Park Special Area Regulations were adopted by the Gunnison County Board of Commissioners May 15, 2005 to regulate land uses within that Special Area; and

WHEREAS, Section 12 of those Regulations provides the mechanism whereby said Regulations may be amended; and

WHEREAS, pursuant to Section 12 the Board of County Commissioners Board made a motion directing the Community Development Department to submit a proposed amendment of the Regulations to the Planning Commission to allow for "overflow vehicle impound lots" in Gold Basin on July 2, 2024, and

WHEREAS, the Gunnison County Planning Commission reviewed the proposed amendment on July 18, 2024 and forwarded a recommendation for approval of the amendment to the Board of County Commissioners; and

WHEREAS, the Gunnison County Board of Commissioners has considered the Planning Commission recommendation and the following review standards pursuant to Gold Basin Industrial Park Special Area Regulations Section 12:B.2.c.4(a) *Review Standards:*

1. **CONSISTENCY WITH ANY COMPREHENSIVE PLAN ADOPTED BY GUNNISON COUNTY.** Consistency of the proposed amendment with any applicable comprehensive plan adopted by Gunnison County.
2. **CHANGED CONDITIONS.** Changed conditions, including the economy of Gunnison County.
3. **EFFECT ON THE NATURAL ENVIRONMENT.** Effect of the proposed amendment on the natural environment.
4. **COMMUNITY NEEDS.** Community needs.
5. **DEVELOPMENT PATTERN.** Development pattern.
6. **CHANGES IN APPLICABLE LAW.** Changes in applicable law.
7. **PUBLIC HEALTH, SAFETY AND WELFARE.** Public health, safety and welfare.
8. **COMPLIANCE WITH ANY APPLICABLE INTERGOVERNMENTAL AGREEMENTS ADOPTED BY GUNNISON COUNTY.** Compliance with any applicable intergovernmental agreements adopted by Gunnison County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, to approve an amendment to Section 5:B. *Permitted Uses on Leasehold Areas* of the Gold Basin Industrial Park Special Area Regulations to include "overflow vehicle impound lots."

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

DRAFT

INTRODUCED by Commissioner _____,

seconded by Commissioner _____, and passed on this 6th day of August, 2024

BOARD OF COUNTY COMMISSIONERS

_____	_____	_____
Jonathan Houck, Chairperson	Elizabeth Smith, Commissioner	Laura Puckett-Daniels Commissioner

ATTEST:

_____

Gunnison County Clerk and Recorder

DRAFT

GOLD BASIN
INDUSTRIAL PARK
SPECIAL AREA REGULATIONS



Adopted May 15, 2005

Amended June 10, 2008

Amended July 6, 2010

Amended July 1, 2014

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SECTION 1: PURPOSES.

The Gold Basin Industrial Park Special Area ("Gold Basin Industrial Park") is a discrete geographical area in which land development and land use is limited to specific commercial business and light industrial uses compatible with the Gunnison/Crested Butte Airport and its neighborhood. The general purpose of these *Regulations* is to create specialized land use regulations and design standards for light industrial and related business development on a Leasehold Area adjacent to the Gunnison/Crested Butte Regional Airport). These purposes serve as basic goals for these *Regulations* and the review of applications for Gold Basin Industrial Park Special Area Permits. When there is a conflict between a statement of purpose and an adopted standard in these *Regulations,* or when an adopted standard is more specific, the standard shall supersede these purposes. These *Regulations* shall be liberally construed to further the following purposes.

A. TO SIMPLIFY THE REGULATORY REVIEW PROCESS. To provide a simplified and expedited permit application review process for business, light industrial and commercial uses within the Gold Basin Industrial Park Special Area.

B. TO AFFIRMATIVELY PROMOTE A COMPACT DEVELOPMENT PATTERN. To affirmatively promote a compact development pattern that discourages sprawl, in which denser and more intense forms of development will occur contiguous to, or in close proximity to, existing population and development centers and public services, and in so doing, minimize the cost of providing governmental and other services.

C. PROTECT THE ENVIRONMENT; PUBLIC HEALTH, SAFETY AND WELFARE; PUBLIC SERVICES, FACILITIES AND PROPERTY. To avoid or mitigate potential impacts caused by land development within the Gold Basin Industrial Park Special Area, to the environment, to public services and facilities, property and public safety, and land use within the Gold Basin Industrial Park Special Area and adjacent properties.

D. TO PROTECT AND ENHANCE ECONOMY. To protect and enhance the economic strength of the private and governmental sectors of Gunnison County in a manner that is compatible with the *Gunnison County Land Use Resolution*.

E. TO ENCOURAGE INNOVATIONS. To encourage innovations in commercial and industrial land use, so that the growing demands of the population may be met by greater variety in type, design, and layout of development.

F. TO PROVIDE OPPORTUNITY FOR NEW AND EXISTING BUSINESSES. To provide the opportunity for existing businesses to grow and new businesses to locate in close proximity to existing utilities and transportation routes.

G. TO ENCOURAGE ECONOMIC DIVERSITY. To encourage, strengthen and promote greater economic diversity in the County; to broaden employment opportunities and reduce seasonal employment fluctuation in a manner that will not endanger or detract from the existing economy.

H. TO WORK COOPERATIVELY WITH THE CITY OF GUNNISON. To encourage business, light industrial and commercial operations to be constructed and maintained in a manner that is compatible with the land use regulations and design requirements of the City of Gunnison.

SECTION 2: APPLICABILITY.

These *Regulations* shall apply to all development, including development of new uses, expansion of existing uses and change of the use of land or structures within the Gold Basin Industrial Park Special Area.

SECTION 3: RELATIONSHIP TO THE GUNNISON COUNTY LAND USE RESOLUTION.

A. USES GENERALLY EXEMPT FROM LAND USE RESOLUTION. Development within the Gold Basin Industrial Park Special Area shall be exempt from requirements of the *Gunnison County Land Use Resolution* unless otherwise specified in these *Regulations*.

B. DEFINITIONS. Terms not otherwise defined within these *Regulations* shall be defined pursuant to the *Gunnison County Land Use Resolution*.

C. CONSTRUCTION AND WORD USAGE. Construction and word usage shall be interpreted pursuant to the *Gunnison County Land Use Resolution*.

D. INTERPRETATIONS. The Gunnison County Community Development Director shall have authority to interpret these *Regulations*, and shall do so in the same manner provided pursuant to Section 1-114: *Interpretations*, of the *Gunnison County Land Use Resolution*.

E. ENFORCEMENT. Failure to comply with any provision of these *Regulations* shall be deemed a violation of and shall be subject to enforcement pursuant to the *Gunnison County Land Use Resolution.*

SECTION 4: DEFINITIONS.

This Section defines words, terms, and phrases used specifically in these *Regulations*. Terms not otherwise defined within these *Regulations* shall be defined pursuant to the *Gunnison County Land Use Resolution*

ANIMAL SHELTER means a facility designated or approved by Gunnison County for the purpose of impounding and housing and caring for homeless, lost or abandoned small animals, primarily dogs and cats.

BOARD means the Board of County Commissioners of the County of Gunnison, Colorado, duly authorized to act on behalf of Gunnison County, Colorado.

COMMERCIAL means any establishment engaged in the retail or wholesale of goods or services that is open to the general public or that may be open to members only. This does not include farm or ranch stands. "Commercial" also means "business."

COMMON AREA means all areas, tracts, and Leasehold Areas of land not designated as Leasehold Areas on any recorded plat map or survey of the Property, and shall specifically include all Streets, mini-parks, cut and fill slopes adjacent to Gold Basin Road, and all landscaped buffer areas between the Leasehold Areas and Gold Basin Road.

DESIGN REVIEW COMMITTEE ("DRC") means the committee established by these *Regulations* to review and act on plans for improvements on any Leasehold Area to ensure compliance with the Design Standards set forth in these *Regulations*. The Design Review Committee shall be composed of the Board and two Lessees of Leasehold Areas in the Gold Basin Industrial Park Special Area appointed by the Board, with each member of the Board and each Lessee entitled to one vote on matters coming before the Design Review Committee.

GOLD BASIN INDUSTRIAL PARK SPECIAL AREA shall be synonymous with the term "Property," and shall mean all of the real property now or hereafter made subject to these *Regulations*.

INDUSTRIAL means any establishment engaged in the commercial processing, fabrication, alteration, manufacture of raw, semi-processed materials, manufactured goods, or any components thereof.

IMPROVEMENT OR IMPROVEMENTS means those buildings, outbuildings, roads, driveways, parking areas, fencing, screening walls and barriers, retaining walls, stairs, decks, water lines, sewers, electrical and gas distribution facilities, hedges, windbreaks, plantings, trees and shrubs, poles, signs, loading areas, and all other structures, construction, installations, and landscaping of every type and kind whether above or below the land surface.

LEASEHOLD AREA means the beneficiary under, or holder of, a leasehold interest in a Leasehold Area or Improvements thereon, entitling that person or entity to occupy a Leasehold Area or said Improvements under a lease for a fixed term. Gunnison County shall not be considered a Lessee notwithstanding its occupancy of any Leasehold Area or Leasehold Areas.

MITIGATION means the following actions, prioritized in order of preference:

- **AVOIDING IMPACTS** Avoiding an impact by not taking a certain action or parts of an action; or

- **MINIMIZING IMPACTS** Limiting the degree or magnitude of the action or its implementation, or by changing its location; or
- **RECTIFYING IMPACTS** Repairing, rehabilitating, or restoring the impact area, facility or service; or
- **REDUCING OR ELIMINATING IMPACTS** Reducing or eliminating the impact over time by preservation and maintenance operations; and
- **COMPENSATING FOR IMPACTS** Compensating for the impact by replacing or providing equivalent biological, social, environmental and physical conditions, or a combination thereof.

NUISANCE means an activity that arises from the unreasonable, unwarranted or unlawful use of property, working obstruction or injury on the right of another or on the general public.

- **MIXED NUISANCE** is one that is both public and private in its effects.
- **PRIVATE NUISANCE** is a wrongful interference with a person's interest in the private use and enjoyment of land.
- **PUBLIC NUISANCE** includes “public nuisance” as defined in C.R.S. 16-13-301 et seq.

OCCUPANT means a Lessee, licensee of a Lessee, or any other person or entity other than a Lessee, in lawful possession of a Leasehold Area or any portion thereof.

COMMUNITY DEVELOPMENT DEPARTMENT means the Gunnison County Community Development Department.

PROPERTY shall be synonymous with Gold Basin Industrial Park Special Area, and shall mean all of the real property now or hereafter made subject to these *Regulations*.

RECLAMATION PERMIT means the Reclamation Permit issued and administered by the Gunnison County Public Works Department.

RECORD OR RECORDED OR RECORDATION means, with respect to any document, the recording of said document in the records of the Office of the Gunnison County Clerk and Recorder, Gunnison County, Colorado.

REGULATIONS means these *Gold Basin Industrial Park Special Area Regulations* (the "Regulations"), created to regulate the development and use of the Gold Basin Industrial Park Special Area in conjunction with the designation of the Gold Basin Industrial Park Special Area as a Special Area pursuant to the *Gunnison County Land Use Resolution*, as they may from time to time be amended or supplemented.

SIGN means any placard, poster, billboard, advertising structure or inscribed surface, pattern or artificial lighting, pictorial or symbolic ornament, emblematic structure, banner, fluttering apparatus, or other visually communicative or expressive device that is visible from an out-of-doors position and is used to advertise or call the public's attention to any public, business, commercial, industrial, recreational or any other activity, object for sale or lease, person or place, or to bear any kind of message. A sign includes any surface on which a name, text, device, signal, ornament, logotype, or advertising matter is made visible, but does not include a vehicle on which the name of a business appears. The meaning of "sign" shall also include any sign currently in disuse, but still visible from an out-of-doors position, and any frame or support structure erected specifically to support a sign.

STREET means a dedicated public right-of-way which provides vehicular and pedestrian access to adjacent properties. Street shall include road, lane, place, avenue, drive and similar terms.

WEED MANAGEMENT PLAN means the Weed Management Plan issued and monitored by the Gunnison County Public Works Department.

SECTION 5: OPERATIONS AND USE.

A. **PURPOSE.** This Section describes the permitted and prohibited uses of Leasehold Areas in the Gold Basin Industrial Park Special Area, and how the permitted uses are required to be operated.

B. **PERMITTED USES ON LEASEHOLD AREAS**. Any Leasehold Area within the Gold Basin Industrial Park Special Area shall be used only for the following uses:

1. Wood processing and product manufacturing
2. Veneer, Plywood & Engineered Wood Product Manufacturing
3. Millwork
4. Sawmill
5. Glass and Glass Product Manufacturing
6. Ornamental and Architectural Metal Product Manufacturing
7. Furniture and Related Product Manufacturing
8. Wood Kitchen Cabinet and Countertop Manufacturing
9. Manufacture or assembly of products from the following previously prepared materials: electronic components, and wire, fiber, glass, leather, paper, plastics, textiles and wood
10. Sign-making and sign sale or/and repair shop
11. Upholstery Shop
12. Warehouse and truck terminal
13. Welding or machine shop
14. Wholesale businesses
15. Wood truss manufacture
16. Public Works Facility
17. Yards for stockpiling coal, sand, gravel and other materials
18. Hay cube manufacturing plant facility.
19. Animal shelter.
20. Marijuana cultivation, manufacturing and testing.

C. PROHIBITED USES ON LEASEHOLD AREAS. The following uses and operations are prohibited:

1. **NO USE IN VIOLATION OF GOVERNMENT REGULATION.** No Leasehold Area shall be used in violation of any applicable federal law or regulation, or regulation of the State of Colorado or Gunnison County.
2. **RESIDENTIAL OCCUPANCY.** The occupancy of a Leasehold Area for a residence as defined by the *Gunnison County Land Use Resolution,* except as may be permitted within a Lease Agreement with Gunnison County, and in compliance with requirements of the U.S. Department of Energy and the Colorado Department of Public Health and Environment.
3. **MOBILE HOME OR RECREATIONAL VEHICLES.** Any mobile home or recreational vehicle park, or storage or residential use, including temporary, of any such vehicles.
4. **JUNK YARDS AND REFUSE DUMPS.** Use of a Leasehold Area as a junk yard, or for dumping, disposing, incinerating or reducing garbage or refuse of any nature.
5. **RAISING AND/OR SLAUGHTERING OF ANIMALS.** Use of a Leasehold Area for raising, storage, slaughter of animals, except that animals may be housed and cared for in an animal shelter as allowed by these *Regulations* and an applicable Lease agreement with Gunnison County.
6. **WATER WELLS, DRILLING, AND MINING OPERATIONS.** Any drilling for, excavation, refining and/or removal of oil, gas, hydrocarbon substance, water, geothermal steam and other subsurface substances, except as allowed by the U. S. Department of Energy and Colorado Department of Public Health and Environment to allow construction of structures for permitted industrial or commercial uses.

D. USE OF COMMON AREA. No structures or personal property shall be parked, stored or permitted on the Common Area. The DRC may adopt and amend reasonable rules of operation, consistent with these *Regulations* concerning use of the Common Area, which they shall make available to all Lessees and Occupants. All Lessees and Occupants, their invitees and licensees shall adhere to those rules of operation in their use of the Common Area.

E. NUISANCES. No noxious or offensive activity shall be conducted within the Gold Basin Industrial Park Special Area if that activity constitutes or may become a public nuisance. The use shall not operate during such hours or in manner that will create a public or private nuisance or unreasonably disturb adjacent property uses.

F. ACTIVITIES SHALL NOT INCREASE INSURANCE PREMIUMS. Except with the prior written consent of the Board, no Lessee or Occupant shall use a Leasehold Area or any portion of the Common Area in such a way that increases the cost of Gunnison County's insurance premium, or any other Lessee or Occupant, or that causes any such insurance to be canceled or threatened to be canceled.

G. CONDITION OF LOTS. The Lessee or Occupant of a Leasehold Area shall at all times keep their Leasehold Area and all the improvements on it in a safe and clean condition.

H. REFUSE COLLECTION AREAS. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any Leasehold Area or the Common Area. Each Lessee or Occupant shall provide suitable receptacles for the temporary storage and collection of refuse. No fires for the burning of trash, leaves, clippings, or other debris or refuse, and trash from their Leasehold Area. Processed and unprocessed hay, timber, lumber, stone and other similar organic or inorganic materials or products utilized in connection with permitted uses of a Leasehold Area may be present on a Leasehold Area.

I. DISPOSAL OF PETROLEUM PRODUCTS AND SIMILAR WASTE MATERIALS. The disposal of petroleum and similar products shall comply with all applicable federal, state and County regulations.

J. EXCAVATION. No excavation of a Leasehold Area shall be made except in connection with the construction of approved structures and other improvements. Upon completion of construction, exposed openings shall be backfilled and disturbed ground shall be graded, leveled and restored to its original condition. No excavation shall occur before written approvals from the DRC and from the Colorado Department of Public Health and Environment. Monitoring and mitigation procedures as required by either or both of those entities shall be effected by the Lessee.

K. IRRIGATION. Water needed to irrigate a Leasehold Area shall be obtained solely from Gunnison County water lines. No water shall be drawn or pumped from any pond for irrigation or any other purpose, and no sub-surface water shall be pumped or used under any circumstances.

L. NOISE. Every use in the Gold Basin Industrial Park Special Area shall be conducted to mitigate impacts caused by intermittence, frequency, or shrillness regardless of db(A) measurement. Sound levels of noise radiating 25 or more feet beyond the subject property boundary in excess of the db(A) established for time periods and uses listed in Appendix Table 3: *Maximum Permissible Noise Levels for Business, Commercial and Light Industrial Uses* may be considered a public nuisance.

1. **NOISES SPECIFIC TO OPERATION OF AN ANIMAL SHELTER.** Any animal shelter located within the park shall be designed and located to mitigate the sounds of barking to residents of the neighborhood, and dogs shall be housed inside during evening and nighttime hours.

M. ODORS. No industrial or commercial use shall cause or allow the emission of odors from any single source so as to result in detectable and unreasonable odors.

N. USE OF SPECIAL AREA NAME. The name "Gold Basin Industrial Park Special Area" may not be used in the name of any business, industrial or commercial operation, or on any building in the Gold Basin Industrial Park Special Area, or in the name of any Lessee or Occupant, other than Gunnison County, except as may be approved by the Board.

SECTION 6: LEASE AGREEMENT AND PERMITS.

All Lessees of Leasehold Areas in the Gold Basin Industrial Park Special Area shall enter into a lease agreement with Gunnison County for use of a Leasehold Area, and obtain a Gold Basin Industrial Park Special Area Permit. No improvements shall be erected, placed, altered, maintained, or permitted to remain on any Leasehold Area by any Lessee or Occupant until final plans and specifications shall have been submitted to and approved in writing by the DRC and, as applicable, a Building Permit is issued by Gunnison County or the City of Gunnison.

A. GOLD BASIN INDUSTRIAL PARK SPECIAL AREA PERMIT. Applications for a Gold Basin Industrial Park Special Area Permit shall be processed as follows:

1. CONCURRENT APPLICATIONS. An applicant may apply concurrently to the County and to any other necessary permit agencies.

2. CONCURRENT PROCESSING. Gunnison County seeks to avoid duplicative regulatory controls or unnecessary delays. Therefore, processing of an application for a permit normally will proceed concurrently with the processing of other required permit applications. However, final action of the application may not occur until a permit is issued by each other permit entity with applicable regulatory authority so that Gunnison County will have the benefit of the analysis and determinations by the other entity(s) in reaching its own decision.

3. CONSIDERATION OF OTHER PERMIT CONDITIONS. Gunnison County shall consider the conditions of any related permit when processing an application for a Gold Basin Industrial Park Special Area Permit.

4. PERMIT APPLICATION. The Community Development Department shall provide the applicable form for a Gold Basin Industrial Park Special Area Permit that shall, at a minimum, include the following information and materials:

a. APPLICANT. The name, address, telephone and fax numbers, and e-mail address for the applicant, or if the applicant is to be represented by an agent, a notarized letter signed by the applicant authorizing the agent to represent the applicant and also stating the same information for the agent.

b. LEASEHOLD AREA LOCATION. The Leasehold Area address at which the business or industrial operation is proposed to be located.

c. COLORADO DEPARTMENT OF HEALTH APPROVAL. Documentation of approval of the proposed construction by the U. S. Department of Energy and the Colorado Department of Public Health and Environment.

d. PROJECT DESCRIPTION. A detailed written description of what the applicant wants to do on or to the Leasehold Area, including:

1. BUSINESS OR INDUSTRIAL OPERATION. A description of the proposed business or industrial operation.

2. NUMBER OF EMPLOYEES. Number of employees required for the operation

3. HOURS OF OPERATION. The hours of daily operation, and the days of the week in which the business or industrial operation is proposed to be conducted.

4. CONSTRUCTION. The amount of square footage proposed for the structures, and the types of materials to be used in the structures.

5. TRAFFIC. Traffic estimated to be generated by the proposed project, including whether it will be commercial or industrial, or a mix of all uses, the types of vehicles that will be used, and the estimated numbers of vehicle trips per day.

6. PHASES. If the business or industrial operation is proposed to be developed in phases, an identification of the phases what activities are proposed to be included in each.

e. SITE DEVELOPMENT PLAN. A copy of the Site Development Plan, which shall include a scaled drawing of the Leasehold Area, including the following:

1. **ALL STRUCTURES**. All existing and proposed structures to be placed on the Leasehold Area, showing locations, and describing the use, type, shape, composition and appearance of each.
2. **BOUNDARY LINES AND SETBACKS.** Boundary lines and front, rear and side setback lines of the Leasehold Area**.**
3. **UTILITIES.** Locations of all existing and proposed utilities to serve the Leasehold Area, including water, sewer, electric, gas, phone and cable lines.
4. **PARKING AND DRIVEWAYS.** The number and location of all existing and proposed parking spaces and driveways on the Leasehold Area.
5. **SIGN LOCATIONS AND DESIGNS.** A plan for the location and renditions of their design, in compliance with these *Regulations*.
6. **EXTERIOR LIGHTING PLAN**. An exterior lighting plan that complies with the overall lighting plan for the park and with the applicable requirements of the *Gunnison County Land Use Resolution*.
7. **DRAINAGE PLAN.** A drainage plan for the Leasehold Area, depicting drainage patterns on and adjacent to the Leasehold Area. The Leasehold Area's drainage system shall be designed by a registered professional engineer licensed in the State of Colorado, according to generally accepted storm drainage practices and pursuant to the standards of these *Regulations* and all other applicable County, state and federal regulations.
8. **LANDSCAPING PLAN.** A landscaping plan that complies with site-specific requirements of the Design Review Committee.

f. **WATER SUPPLY AND WASTEWATER TREATMENT**. Verification from the Gunnison County Public Works Department intent to provide, signed agreement or contract between the applicant and the supplier indicating that it has the capacity and is willing to provide the amount of water that will be provided by the service provider, and any conditions of providing tap-on and service by the Dos Rios water supply system, and the Dos Rios wastewater treatment system.

5. **REVIEW PROCESS.** The following review process shall apply for a Gold Basin Industrial Park Special Area Permit:

a. **SUBMITTAL OF APPLICATION.** The applicant shall submit to the Community Development Department a complete application as required by these *Regulations*.

b. **DETERMINATION OF COMPLETENESS.** The Community Development Department shall determine whether the application is complete and includes all information required by these *Regulations*. The Community Development Department shall notify the applicant in writing that the application is either complete or incomplete, or shall indicate a date by which such determination shall reasonably be made. It is the goal, but not the requirement of these *Regulations* that this review be completed within 30 days of the submittal of the application.

1. **APPLICATION IS NOT COMPLETE**. If the application is not complete, the Community Development Department shall inform the applicant of the deficiencies in writing and shall take no further action on the application until the deficiencies are remedied.

   (a.) FAILURE TO CORRECT CONSTITUTES WITHDRAWAL. If the applicant fails to correct the deficiencies within 60 days of the postmarked or certified date of the mailing of the notification that the application was incomplete, the application shall be considered withdrawn.

2. **APPLICATION IS COMPLETE**. The Community Development Department shall determine it to be complete. A determination that an application is complete shall not constitute a determination that it complies with the applicable standards of these *Regulations*.

c. REQUEST FOR REVIEW BY DRC. The Community Development Department shall refer the complete application to the DRC, which shall complete its review pursuant to Section 7: *Design Review*.

d. REQUEST FOR REVIEW BY OTHER AGENCIES OR DEPARTMENTS. At the same time the application is being reviewed by the DRC, The Community Development Department may request the professional analysis and recommendations of any other review agency, organization, or technical consultant deemed appropriate and necessary to complete the review, including other County offices and departments, municipal, state, or federal agencies having an interest in or authority over all or part of the proposal, utility companies, the applicable school district and special service districts serving the proposed development, and engineers, designers, and legal consultants.

1. REVIEW AND COMMENT BY REVIEW AGENCIES. The review agencies that are sent a copy of the application shall be requested to make comments within 21 days of mailing by the Community Development Department, unless an extension of not more than 30 days has been requested by the agency before the 21st day. The Department may grant such a reasonable extension if it determines that good cause for the delay has been shown. The failure of any agency to respond within 21 days or within the period of extension shall not be deemed an approval of the application by the agency.

2. REVIEW OF AGENCY/DEPARTMENT COMMENTS BY APPLICANT. The applicant shall have the right to review the comments and recommendations received from the review agencies. The applicant may submit additional information and make changes in the development proposal to respond to the comments of the review agencies; provided, however, that if those changes are substantial or if they significantly alter the nature, character or extent of the application, the Community Development Department may, after the changes, refer the application again to some or all review agencies, to obtain additional comments, and may reasonably extend the period of their review accordingly.

e. NOTICE TO PUBLIC OF PROPOSED COMMERCIAL OR INDUSTRIAL USE. Notice shall be given to the public by posting of the property and provision of notice within a legal newspaper of general circulation, and shall identify a 15-day public comment period, during which comments may be submitted to the Community Development Department.

f. NOTICE TO CITY OF GUNNISON. Notice of the proposed use shall be provided to the City of Gunnison.

g. ACTION BY COMMUNITY DEVELOPMENT DIRECTOR. If the DRC has submitted written approval of the proposed plans, and within 30 days of having determined that the application is complete, or after having received comments from review agencies, and, as applicable, the applicant has reasonably responded to those comments, the Community Development Director shall approve, approve with conditions, or deny the application, based upon the compliance of the application with the applicable standards and requirements of these *Regulations*.

1. APPROVAL SUBJECT TO LEASE AGREEMENT APPROVAL BY GUNNISON COUNTY AND COMPLIANCE WITH ALL OTHER PERMITS. Approval requires, and shall include conditions that the applicant enter into a Lease Agreement with Gunnison County, and that the applicant timely and fully obtain and comply with all applicable federal, state, municipal and other permits required for the project.

h. APPROVAL FORWARDED TO BOARD OF COMMISSIONERS. If the application has been approved, the Community Development Director shall forward a copy of that decision to the Board of Commissioners.

i. RECORDATION OF CERTIFICATE. Within 15 days following approval of the Gold Basin Industrial Park Special Area Permit application, the Community Development Director shall record a Certificate of Approval in the Office of the Gunnison County Clerk and Recorder's Office. The Certificate shall describe the specific project, the description of the subject Leasehold Area, any relevant Findings

related to the project's compliance with these *Regulations*, conditions of approval, and shall include the Community Development Director's signature line and the date of approval.

6. APPEAL. A decision by the Community Development Director on a Gold Basin Industrial Park Special Area Permit application may be appealed by referral to the Board.

a. WRITTEN APPEAL. An appeal may be submitted to the Community Development Director no more than 15 days after the date on which the decision-making body issues its final decision on the application; that time for submittal shall not include the day on which the decision was made. The appeal shall be submitted in writing, stating the basis of the appeal and the relief that is requested, and shall include the necessary materials to support the appeal. The appeal shall become part of the record.

b. BOARD CONSIDERATION OF APPEAL. The appeal shall be considered by the Board at a regularly scheduled meeting within 45 days after the date the written appeal was filed.

c. NOTICE OF MEETING. The Community Development Department shall, by first-class mail, inform the applicant, the appellant, and, if a public hearing was part of the review process on the application for which an appeal of action has been filed, anyone who testified at the public hearing or submitted written comments on the application. That information shall include the date, time, and place of the meeting.

d. BOARD MAY CONDUCT PUBLIC HEARING. At the meeting, the Board may determine that a public hearing should be conducted on the appeal. If the Board so determines, notice shall be given and the public hearing shall be conducted pursuant to applicable requirements of the *Gunnison County Land Use Resolution*.

e. BOARD DECISION. The Board shall affirm, affirm with modifications, or reverse the original action.

1. MODIFICATION OR REVERSAL OF ORIGINAL ACTION. The original action shall only be modified or reversed if the applicant establishes, by a preponderance of the evidence based on the record of the review body, that:

(a.) NO CREDIBLE EVIDENCE. There is no credible evidence in the record to support the original decision;

(b.) ORIGINAL ACTION INCONSISTENT WITH THIS *RESOLUTION*. The original action was inconsistent with the applicable requirements of this *Resolution*; or

(c.) REVIEW BODY ACTION INAPPROPRIATE. The review body exceeded its jurisdiction or abused its discretion.

f. BOARD DECISION SHALL BE FINAL. The Board's decision shall be final and shall not be further appealed, but may be subject to judicial review.

B. STANDARDS FOR APPROVAL. An application for a Gold Basin Industrial Park Area Special Area Permit shall comply with the following standards:

1. COMPLIANCE WITH THESE REGULATIONS. The use shall comply with all applicable standards and provisions of these *Regulations*.

2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use shall be compatible with, or an enhancement of, the character of existing land uses in the Gold Basin Industrial Park Special Area, and shall not adversely impact the future development of the surrounding area. Potential visual and noise impacts shall be mitigated.

3. LEASE AGREEMENT WITH GUNNISON COUNTY. The Gunnison County Manager has provided written documentation that the applicant will be able to secure a lease for the subject Leasehold Area from the County.

4. NO SIGNIFICANT NET ADVERSE IMPACTS OFFSITE. No significant net adverse impact after mitigation on existing off-site uses.

SECTION 7: DESIGN REVIEW.

A. REQUIRED REVIEW AND APPROVAL. No improvements shall be erected, placed, altered, maintained or permitted to remain on any Leasehold Area by any Lessee or Occupant until the use has received a Gold Basin Industrial Park Special Area Permit, and plans and specifications have been submitted to and approved in writing by the Design Review Committee, and, as applicable, a Building Permit is issued by Gunnison County or the City of Gunnison.

B. DESIGN REVIEW COMMITTEE. The Design Review Committee ("DRC") is hereby established to review and act on plans for improvements within the Gold Basin Industrial Park Special Area of permit applications and to ensure plan compliance with Section 8: *Design Standards.* The Committee shall be composed of the Board of County Commissioners, and of two Lessees, who shall be appointed by the Board.

C. REVIEW AND ACTION BY DRC. The DRC may deny or approve the plan as submitted, as altered or amended, or subject to specific conditions.

1. DENIAL. The DRC shall have the right to deny the plan on any reasonable grounds including, but not limited to, the following:

a. NON-COMPLIANCE WITH THESE *REGULATIONS*. Failure to comply with any of the restrictions set forth in these *Regulations*.

b. INCOMPLETE INFORMATION. Failure to include required information in the plans and specifications as required by these Regulations, or as reasonably requested by the DRC .

c. EXTERIOR APPEARANCE. Objection to the exterior design, the appearance of materials or the types of materials employed in the proposed structure. Objection to the color scheme, finish, proportions, style of architecture, height or bulk of any structure.

d. INCOMPATIBILITY WITH OTHER GOLD BASIN INDUSTRIAL PARK SPECIAL AREA USES. Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other Leasehold Areas.

e. INCOMPATIBILITY. Any other matter which, in the judgment of the DRC, would render the proposed improvements or use incompatible with the general plan for improvements within the Gold Basin Industrial Park Special Area.

2. APPROVAL The DRC shall base its approval, among other factors, upon the adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements upon adjoining Leasehold Areas, proper facing of the main elevation with respect to nearby streets, adequacy of screening of mechanical, air conditioning and other rooftop installations, and conformity of the plans and specifications to the purpose and intent of these *Regulations.*

a. DRC ACTION TO COMMUNITY DEVELOPMENT DEPARTMENT. Upon approval or conditional approval by the DRC a copy of the approved plans and the DRC decision shall be deposited for permanent record with the DRC, and forwarded to the Community Development Department.

SECTION 8: DESIGN STANDARDS.

A. PURPOSE. This Section establishes the substantive standards by which applications for Gold Basin Industrial Park Special Area Permits will be reviewed and approved for development within the Gold Basin Industrial Special Area. These standards are intended to enhance and protect the value, desirability and attractiveness of all Leasehold Areas to the mutual benefit of Lessees, Gunnison County and the City of Gunnison, and to promote high quality design and the uniform application of standards.

B. STANDARDS ARE MINIMUM. These improvements standards are intended to ensure a minimum level of performance. If an alternate design, process, or material can be shown to provide performance equal to or better than that established by these standards, or where it can be shown that strict compliance with these standards would cause unacceptable environmental impacts, or would result in adverse conditions on- or off-

site because of unusual topography, size or shape of the Leasehold Area, existing vegetation, or other exceptional situations or condition, then the Community Development Director shall have authority to accept the alternative. The evaluation shall consider whether the alternative will provide for an equivalent level of public safety and whether the alternative will be equally durable, so that normally anticipated maintenance costs will not be increased.

C. MINIMUM SETBACKS. No Building or any portion thereof shall be placed on any nearer to the front, side or rear Leasehold Area line than 10 feet.

1. EXCEPTIONS. If a single building is constructed on two or more Leasehold Areas, no side yard setback is required from shared interior Leasehold Area lines

D. LANDSCAPING AND BUFFERING.

1. LANDSCAPING PLAN. Applicants shall prepare a landscaping plan that shall indicate the type and location of vegetation to be included on the site. The plan shall also contain a planting schedule and a plan for maintenance of all landscaping to be installed.

a. PROTECTION OF EXISTING VEGETATION. No material or temporary soil stockpiling shall be placed within four feet of existing shrubs or in the drip line of trees. During construction, temporary protective barriers or tree wells shall be installed around each plant and/or group of plants that are to remain onsite. Protective barriers should be of a durable material that will last until construction is completed. Snow fences and silt fences are examples of acceptable barriers.

b. VISIBILITY. To avoid landscape materials from blocking driver sight distances at intersections, no material greater than 30 inches in height shall be located within 15 feet of a driveway or road edge.

c. ALLOWANCE FOR SNOW STORAGE AND PLOWING. All landscaping design shall provide adequate space for snow plowing and areas for snow storage, that shall be indicated on the landscaping plan.

2. SITE PROTECTION.

a. TOPSOIL PRESERVATION. Topsoil moved during construction shall be stockpiled and redistributed on all re-graded surfaces in order to provide an even cover to all disturbed areas of the Leasehold Area. Such surfaces shall be stabilized by seeding or planting, or providing an all-weather surface approved by the Gunnison County Public Works Department.

b. REMOVAL OF DEBRIS. All stumps, other tree parts, litter, brush, weeds, excess or scrap construction materials, or other debris should be removed from the site within six months of substantial completion of construction and disposed of pursuant to requirements of the Gunnison County Landfill, or by other means in compliance with any applicable regulation. All dead or dying trees should be removed from the site, unless those trees are to be retained for wildlife habitat, upon the recommendation of the Colorado Division of Wildlife or the Colorado State Forest Service. If trees and limbs are reduced to chips, they may be used as mulch in landscaped areas.

c. SLOPE PLANTINGS. Landscaping of all cuts and fills and/or terraces shall be sufficient to prevent erosion. All roadway slopes steeper than one foot vertical to three feet horizontal (1': 3') shall be planted with ground cover appropriate for soil conditions, water availability, and environment, and pursuant to the requirements of a Gunnison County Reclamation Permit.

3. PLANTING SPECIFICATIONS.

a. MINIMUM TREE/SHRUB SIZES. Deciduous trees shall have at least a two inch caliper at planting. Sizes of evergreens and shrubs shall be allowed to vary depending upon the characteristics of use and its location and the types of shrubs proposed. Trees shall be staked upon planting and provision made by the Lessee for regular watering and maintenance until they are established. Dead and dying plants shall be replaced by the Lessee no later than the following planting season.

b. PLANT SPECIES. A mixture of plants, evergreen, and deciduous shrubs may be planted. Evergreen trees should be located on the perimeter of the lot for screening.

4. **TIMING.** All landscaping shall be installed no later than one growing season after substantial completion of construction on the Leasehold Area.

5. **SITE-SPECIFIC SELECTION.** The type and amount of landscaping shall be allowed to vary with the type and size of the proposed use. Plants or other landscaping material(s) that best serve the intended function of the land use should be selected. Appropriateness of any proposed phasing, as well as short and long-term impacts of the landscaping plan, should be considered.

6. **WATER CONSERVING LANDSCAPING.** Use of xeriscape plantings is preferred.

7. **LANDSCAPING ADJACENT TO BUILDINGS**. Landscape elements may be located adjacent to buildings.

8. **BUFFERING.** Buffering

   a. **BUFFER MATERIALS.** Buffering may consist of fencing and plant materials but may also include berms, rocks, boulders, mounds, or combinations of those materials, to minimize visual impacts to the neighborhood.

   b. **DUMPSTER AND UTILITY SCREENING.** Trash dumpsters and other waste/recycling containers serving multi-family or non-residential uses shall be screened from view off-site.

   c. **DRIVEWAYS EXCLUDED.** Required landscaped buffer areas shall not include driveways.

   d. **DESIGN OF LANDSCAPE BUFFER**. Arrangement of plantings and other landscaping elements in buffers shall, to the maximum extent feasible, provide protection to adjacent properties from obstructing views and access to solar exposure. If berms are proposed, the design and slope shall be subject to approval by Gunnison County.

   e. **MAINTENANCE OF LANDSCAPING WITHIN BUFFERS.** Plantings shall be watered regularly, in a manner appropriate to the specific plant species. Dead and dying plants shall be replaced by the developer no later than the next planting season. The applicant shall make provisions to ensure that landscaped buffer areas shall be maintained and kept free of all debris, rubbish, and weeds.

   f. **MATERIALS USED IN BUFFERS.** Existing and supplementary xeriscaping should be used to the maximum extent feasible and planted in random patterns (not rows). Plant materials of a scale capable of screening and softening structural mass shall be used to reduce visual impacts of development. A list of recommended plant materials is available from the Gunnison Office of the U.S.D.A. Natural Resources Conservation Service.

   g. **SCREENING IN BUFFERS.** If total screening is impractical or undesirable, partial screening should be used to break horizontal lines of structures and minimize apparent height of taller structures. Screening development with vegetation is preferable to screening with berms or other significant earth moving. If berms or recontouring of soil are used for screening, the features should complement natural land forms.

   h. **REVIEW BY PUBLIC WORKS DEPARTMENT.** If landscaped buffers are proposed along roadways or parking areas within the Gold Basin Industrial Park Special Area, the plan shall be submitted for review to the Gunnison County Public Works Department, for its compliance with snow removal and traffic-related sight-distance requirements.

9. **PARKING LOTS AND LOADING AREAS**. Parking lots, loading, and unloading areas that are not part of a parking lot shall include buffering that complies with this Section

E. SIGNS. One cluster sign is allowed at each approved access from Gold Basin Road into the Gold Basin Industrial Park Special Area that includes the name of the Special Area and/or listings of individual businesses in the development. Within the development, one sign per Leasehold Area is allowed, and all signs shall be designed and installed as follows:

1. **GENERAL STANDARDS.**

a. **ON-SITE LOCATION.** All signs shall identify or advertise only the business or establishment upon which the sign is located.

b. **ONE SIGN PER USE.** There shall be one sign per primary use, except that when the subject Leasehold Area abuts two public roadways, there may be one sign facing each roadway.

c. **NO SIGN IN ROAD RIGHT-OF-WAY.** No signs shall be allowed on any County or development road right-of-way, and existing signs in either of these rights-of-way shall be removed immediately upon request of the governing body.

d. **EXTERNAL LIGHT SHALL BE MINIMIZED.** Externally lit signs shall be designed, installed and maintained so as to eliminate upward directed light and glare and so that lights shall only shine downward, and shall illuminate only the sign and not property that adjoins or is nearby. Such light shall not interfere with the vision of motorists.

e. **INTERNALLY LIT SIGNS PROHIBITED.** There shall be no internally lit signs.

f. **NO MISLEADING INFORMATION.** Information presented on a sign shall be neither misleading, erroneous or patently untrue.

g. **NO SETBACK LIMITATION SPECIFIC TO SIGNAGE.** There shall be no setback limitation except that sign placement shall not interfere with snow removal, or vision of motorists, and shall not significantly detract from the environmental or aesthetic character of the County.

2. **CONSTRUCTION AND MAINTENANCE OF SIGNS.**

a. **STURDY CONSTRUCTION.** All signs and sign structures shall be constructed of materials of sufficient strength and quality to withstand weathering or deterioration by wind, moisture and other natural elements, and shall be maintained in a state of good repair with all braces, bolts, supporting framework, fastenings, lettering and design work free from deterioration.

b. **WIND LOAD.** Wind load requirements shall be equal to, or greater than 26 pounds per square foot of sign area.

c. **REPAIR OR REMOVAL.** The County Building Inspector shall have the authority to order the repair, alteration or removal of any sign or structure that constitutes a hazard to public health and safety, or which is otherwise not pursuant to this Section. In the event that such a sign has not been removed, altered or repaired within 60 days after written notification by the Inspector, the Board may, after due public notice and hearing, cause that sign or structure to be removed at the expense of the owner of the sign.

3. **SIGN AREA MEASUREMENT.**

a. **MAXIMUM INDIVIDUAL SIGN AREA.** The maximum permitted area of individual signs shall be 50 square feet.

b. **MAXIMUM HEIGHT.** Maximum sign heights shall be as follows:

1. **FREESTANDING SIGNS**. The maximum height of a freestanding sign shall be 12 feet.

2. **SIGNS LOCATED ON BULDING FASCIA.** Signs located on a building shall be no higher than the fascia of the building.

c. **MEASUREMENT OF SINGLE SURFACE.** To determine the surface area of a sign, the County Building Inspector shall measure the perimeter enclosing the extreme limits of the display surface(s) of the sign, including all graphic elements, borders and riders, but excluding the sign's structure or bracing unless those elements are part of the message or face of the sign. Where there are two faces back to back, the total area of the largest face shall determine the area of the sign.

d. **MEASUREMENT OF MULTI-FACETED SIGN.** Where two faces are placed at greater than 45-degree angles to one another, the sign area shall mean the total area of both faces.

4. **SIGNS ALLOWED ONLY BY VARIANCE BY THE BOARD.** The following signs are not permitted, except by variance issued by the Board, pursuant to applicable requirements of the *Gunnison County Land Use Resolution*.

   a. **NON-COMPLIANT SIGNS.** Any sign not in compliance with the provision of these *Regulations*; or

   b. **OFF-PREMISE SIGNS.** Off-premise signs except public directional signs, and those signs permitted pursuant to the "*Gunnison County Resolution Series 1989 No. 42, Concerning Placement of Tourist-Oriented Directional Sign,*" which are allowed without a variance; or

   c. **PROJECTING ROOF-MOUNTED SIGNS.** Roof-mounted signs that project above the highest point of a roofline or fascia of a building.

F. PARKING. No parking shall be permitted on any street, lawn, median strip, public walkway, swale, berm or at any place other than on the parking spaces approved by the DRC for each the Leasehold Area. Each Owner and Occupant shall be responsible for compliance with these standards by its employees and visitors. Off-street parking shall be provided by each Lessee for employees and visitors. All uses shall be required to provide the amount and design of parking spaces in Appendix Table 1: *Minimum Parking Row and Aisle Dimensions* and Appendix Table 2: *Off-Street Parking Standards* and to comply with the following:

1. **MULTIPLE USES.** If two or more principal uses occupy a single Leasehold Area or structure, the standard for off-street parking shall be the additive total for each principal use of the Leasehold Area or structure.

2. **SHARED PARKING.** When the peak use period for required parking for one land use will not overlap with the peak use period for required parking for another land use located on the same or adjacent Leasehold Area, the Community Development Director may reduce the required number of off-street parking spaces by up to 25 percent of the total required. Written approval by the adjacent Leasehold Area Owner or Occupant for use of the Leasehold Area is required. A subsequent change in land use will require evaluation by the Director and additional spaces may be required.

3. **REQUIRED FRACTIONAL SPACES**. When any calculation of off-street parking results in a required fractional space, such fraction shall be rounded up to the next higher number of spaces.

4. **LOCATION OF REQUIRED SPACES.** Required off-street parking spaces shall be located on the same Leasehold Area as the structure or business or industrial operation the spaces are intended to serve.

5. **SURFACE IMPROVEMENTS**. All off-street parking, access drives and loading areas shall be paved or improved with an all-weather surface approved by the DRC and properly graded to assure proper drainage. Overnight parking of campers, mobile homes, trailers or motor homes is prohibited. If parking requirements increase as a result of the change in use or number of employees, additional off-street parking shall be provided to comply with these Standards.

6. **BACKING ONTO ROAD PROHIBITED.** All parking areas shall be designed so that vehicles exiting from a parking space shall not back onto the right-of-way of the public street.

7. **SNOW STORAGE**. Adequate snow storage areas are required be planned into each site, and snow storage in dedicated parking areas is prohibited.

   a. **SNOW STORAGE OBSTRUCTIONS.** Snow storage areas shall be free of fences, landscaping (except for ground cover), retaining walls, and other obstructions of similar nature.

   b. **SNOW PLOWING OBSTRUCTIONS.** Pathways, signage, vegetation, fencing, and lighting shall be configured to cause the least obstruction to snow plowing. Locations of trash dumpsters relative to snow storage shall allow access and maintenance of the dumpsters, but shall not impede the free movement of trash removal vehicles.

   c. **FORMAL APPROVAL BY PUBLIC WORKS DEPARTMENT.** All designs for snow storage shall be subject to review and approval by the Gunnison County Public Works Department.

d. MINIMUM WIDTH ADJACENT TO PLOWED AREA. Designated snow storage areas shall not be less than six feet wide and, to the maximum extent feasible, shall be located adjacent to the area of the project from which snow is to be removed.

H. STORAGE AND LOADING AREAS. Materials, supplies and equipment, including company-owned or operated trucks or delivery vehicles, shall be stored inside structures or behind visual screening approved by the DRC to reasonably mitigate visual impact to adjoining Leasehold Areas and/or streets. All loading facilities, including turnarounds and docks, shall be set back and screened to minimize their visibility from any street. Screening of service areas and loading docks may consist of any approved combination of earth mounding, landscaping, walls and/or approved combination of earth mounding, landscaping, walls and/or fencing. Loading areas and docks shall not be closer than ten feet to an abutting street unless specifically approved by the DRC.

I. SITE COVERAGE. In no event can the footprint of any building or buildings exceed 50 percent of the square footage of the Leasehold Area.

J. BUILDING HEIGHT RESTRICTIONS: No building or appurtenance including, but not limited to, water towers, stand pipes, elevators or elevator equipment, stairways, ventilating fans, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, flag poles or similar equipment shall exceed any height restrictions required by the *Gunnison County Land Use Resolution*, the Federal Aviation Administration or any other applicable regulatory agency.

K. VIEW OBSTRUCTIONS. The DRC shall have the authority, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Leasehold Area if the location of the object will, in the reasonable judgment of the DRC, obstruct the vision of a motorist upon any of the streets within or providing access to the Gold Basin Industrial Park Special Area.

L. GAS TANKS AND WATER SOFTENER UNITS. Gas container and/or outdoor water softener units, may be placed above ground if enclosed on all sides by a decorative wall, provided the design, construction and installation location shall have first been approved by the DRC.

M. MAILBOX DESIGN AND LOCATION. No mailbox or paper box or other receptacles of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any unless and until the size, location, design and type of material for said box or receptacle shall have been approved by the DRC.

N. EXTERIOR AND INTERIOR LIGHTING: No exterior lighting of any nature shall be installed or operated without the prior written approval of the DRC, and in all cases shall be installed or constructed in conformance to the applicable section of the *Gunnison County Land Use Resolution*. All interior and exterior lighting must be arranged or shielded so as to avoid excess glare or reflection onto any portion of an adjacent street or into the path of oncoming vehicles or onto any adjacent . No flashing, traveling, animated or intermittent lighting shall be visible from the exterior of any Building.

O. STORMWATER MANAGEMENT. There shall be no construction of ponds except as may be necessary for use as water detention or retention areas, and all such constructed on the property shall be constructed according to an approved site development plan. In no event may Owners or Occupants of Leasehold Areas or members of the public use such ponds for fishing, irrigation, swimming, bathing, boating or other recreational purposes. The permit applicant shall provide the following:

1. DRAINAGE STUDY. The required drainage study shall be subject to review and approval by the Gunnison County Public Works Department, which may refer the study to the City of Gunnison Public Works Department for review for compatibility with the City's design and construction standards.

2. RUNOFF CONTROL STRUCTURES. The Owner or Occupant shall provide storm sewers, culverts and other runoff control structures as determined necessary by the drainage study.

3. HISTORIC RUNOFF. The drainage system shall be designed and constructed so that only historic runoff, not including historic irrigation, shall be released from the site. Drainage flows in excess of this amount shall be retained, detained or handled in a storm sewer system. All costs associated with handling runoff

generated by a development shall be paid by the Owner or Occupant who has applied for the Gold Basin Industrial Park Special Area Permit.

P. WELLS AND GENERAL DRILLING. Oil and Mining Operations: No water wells may be drilled or maintained on any portion of the Gold Basin Industrial Park Special Area. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted within the Gold Basin Industrial Park Special Area, nor shall any oil wells, tanks, tunnels, derricks, boring apparatus, mineral excavations or shafts be permitted upon or in the Gold Basin Industrial Park Special Area, except that such excavation as may be required for site preparation to construct and/or operate improvements may be undertaken under strict supervision of the DRC, the U.S. Department of Energy and the Colorado Department of Public Health and Environment.

Q. WIRELESS TELECOMMUNICATION DEVICES AND STRUCTURES. Installation of wireless telecommunication devices and structures shall be required to comply with the requirements of the *Gunnison County Land Use Resolution* current at the time a business or industrial operation applies for a Gold Basin Industrial Park Special Area Permit to locate within the Gold Basin Industrial Park Special Area, and with any applicable regulation of the Federal Aviation Administration.

R. UTILITY CONNECTIONS: All utility connections, including all electrical and telephone connections and installation of wires to buildings, shall be placed underground from the nearest available power source. No transformer, electric, gas or other meter of any type of other apparatus shall be located on any power pole nor hung on the outside of any building, but shall be placed on or below the surface of the ground and where placed on the surface, shall be adequately screened and fenced and all installations shall be subject to the prior written approval of the DRC.

S. USE OF NAME: The name "Gold Basin Industrial Park Special Area" may not be used in the name of any Building or project on the Gold Basin Industrial Park Special Area, or in the name of any Owner other than Gunnison County, without the DRC's prior written consent.

T. EXCAVATION. No excavation of the subject property or any Leasehold Area therein shall be made except in connection with construction of an improvement, and upon completion, exposed openings shall be back-filled and disturbed ground shall be graded, leveled and restored to its original condition. Prior approvals shall have been obtained from the DRC for such excavation, specific compliance with Colorado Department of Public Health Regulations and approvals, and appropriate monitoring and mitigation procedures shall be followed.

U. NOISE-SENSITIVE USES. The northerly property line of the Gold Basin Industrial Park Special Area, and to some extent most of subject property, is adjacent or near an operating airport, which may produce noise. Sound-sensitive industries or individuals should consider sound attenuation measures in the design of their buildings.

V. IRRIGATION. Automatic irrigation systems shall be required for each Leasehold Area. Irrigation water shall be pumped from Gunnison County water lines. No Leasehold Area Owner shall draw or pump water from any pond in the Gold Basin Industrial Park Special Area for irrigation or any other purpose, and no sub-surface water shall be pumped or used under any circumstances.

SECTION 9: PROVISION OF UTILITIES.

Gunnison County shall provide adequate service lines and stubs to each Leasehold Areas so that street and sidewalk cuts will not be required in order to connect the proposed buildings with the sewer mains. The actual tap of the sewer main shall be accomplished in conformance with all applicable County or City of Gunnison standards, including those involving design and construction. To the greatest extent feasible, shared utility pedestals will be required for Leasehold Areas.

SECTION 10: BEGINNING AND COMPLETING CONSTRUCTION

After commencement of construction of any Improvement, the Owner shall diligently prosecute the construction thereof to the end that the Improvement shall not remain in a partly finished condition any longer than is reasonable necessary for completion thereof. All landscaping required to be provided on any Leasehold Area shall be

completed within 90 days after the substantial completion of the construction of any Buildings to be constructed on the Leasehold Area, provided, however, if weather conditions do not at such time permit, then the landscaping shall be completed as soon thereafter as weather conditions permit. Seasonal adjustments will also be allowed. If any Lessee fails to undertake and complete its landscaping within the time limit previously set forth herein, the DRC may, at its option, after giving the Owner 10 days written notice, undertake and complete the landscaping of the Leasehold Area in accordance with the landscaping plan. If the DRC undertakes and completes such landscaping because of the failure of the Lessee to complete the same, the cost of such landscaping shall be assessed against Owner, and if said assessment is not paid within 30 days after written notice of such assessment from the DRC, said assessment will constitute a lien on the Leasehold Area and may be enforced by the DRC

SECTION 11: MAINTENANCE.

A. GUNNISON COUNTY'S RESPONSIBILITIES.

1. **COMMON AREA MAINTENANCE.** Gunnison County shall maintain and repair all common areas and facilities located on the subject property. "Common Areas" shall include any mini-parks, and cut and fill slopes adjacent to Gold Basin Road, and all landscaped buffer areas between the interior street and Gold Basin Road.

2. **SNOW REMOVAL AND LANDSCAPING.** The cost of snow removal, irrigation, mowing, pruning, fertilizing, drainage pipes and flumes replacing and adding grass, flowers, shrubbery, trees, and other items on the common areas, medians, or right of ways.

B. LESSEE'S MAINTENANCE RESPONSIBILITY: Each Leasehold Area Lessee shall be responsible for the maintenance of their Leasehold Area to the boundaries and all improvements constructed thereon, including repair and maintenance of any utility lines which service said .

C. ALLOCATION OF MAINTENANCE COSTS AND PROPERTY TAXES. Gunnison County shall, from time to time, and at least annually, and at least 30 days in advance of the assessment date, prepare a budget for the Gold Basin Industrial Park Special Area, to determine the assessments payable by the Lessees to meet the common expenses, and allocate and assess such common expenses upon the Lessees, proportionately, according to the square feet under lease by each Lessee, with the community areas owned by Gunnison County excluded. Gunnison County shall advise all members promptly, in writing, of the amount of the assessment payable by each of them, respectively, as determined by Gunnison County and shall furnish copies of each budget on which such common expenses are based. The assessments levied by Gunnison County shall be used exclusively for the purposes of promoting the business of the Lessees, and their health, safety and welfare, and in particular, for the improvement and maintenance of any designated common areas or structures.

D. COMMON EXPENSES. The common expenses shall include, among other things:

1. **LIGHTS.** The cost of maintenance of lights, signs and similar amenities, if and when the same are constructed by Gunnison County.

2. **UTILITIES.** Utility expenses for the common areas or structures.

3. I**NSURANCE.** the cost of all insurance premiums on all policies of insurance required to be, or which have been obtained by Gunnison County pertaining to such common areas or structures.

4. **TAXES**. Any taxes and governmental assessments which are levied against the property, or any common areas or structures; and

5. **ADMINISTRATION.** The cost of administering and enforcing these *Regulations*, and the cost of defending and protecting the Gold Basin Industrial Park Special Area from adverse private or public action in the immediate area.

E. PAYMENT OF ANNUAL GENERAL ASSESSMENTS. All Lessees shall be obligated to pay the assessments assessed them by Gunnison County. The first annual assessment for each Leasehold Area shall be adjusted according to the number of days remaining in the calendar year. Each assessment shall be paid by the Lessee to Gunnison County in one or more installments on the date or dates fixed by Gunnison

County. Those Leasehold Areas that have not been leased by Gunnison County shall be exempt for the assessments created by these *Regulations*, although Gunnison County shall provide such additional funds as may be necessary in order to administer the common areas in the manner provided for and contemplated in these *Regulations*. Each Lessee of a Leasehold Area, by acceptance of a lease, consents and agrees to the foregoing and waives any rights to the contrary under applicable statutory law.

1. **NO WAIVER OF LIABILITY OR ASSESSMENTS.** No Lessee may exempt himself from liability for his assessment by waiver of the use or maintenance of any of the common areas, or by abandonment of his Leasehold Area.

2. **STATEMENT OF ASSESSMENTS.** Gunnison County shall promptly provide any Lessee or prospective Lessee so requesting he same in writing, a written statement of all paid or unpaid assessments or charges or penalties due with respect to the Leasehold Area leased or the be leased.

3. **DEFAULT IN PAYMENT OF ASSESSMENTS.** Any assessment installment which is not paid when due shall be delinquent. Each assessment installment not paid within 30 days after the due date shall be subject to a late charge established by Gunnison County not exceeding $250, and such assessment installment shall also bear interest from the date of delinquency at the maximum legal rate, but not exceeding 18 per cent per annum. Furthermore, should any assessment installment not be paid when due, the entire unpaid annual assessment shall, at the option of Gunnison County, become due, and may be collected forthwith, time being of the essence. Gunnison County may, bring an action at law against the Lessee, or consider the nonpayment an event of default under the lease, and take whatever remedies are afforded under the lease for such default.

4. **REIMBURSEMENT BY LESSEES.** In the event that Gunnison County determines that the need for maintenance, repair or reconstruction as provided for in these *Regulations* is caused through the willful or negligent act of a Lessee, his tenant, guests, or invitees and is not covered or paid by insurance, then the cost, both direct and indirect, of such maintenance, repair or reconstruction shall be added to and become a part of the assessment to which such owner is subject, and shall be due and payable immediately.

SECTION 12: AMENDMENT AND TERMINATION .

A. TERM. Unless earlier terminated, or extended, in accordance with this provision, and subject to any limitations set forth in this provision, these *Regulations* shall continue in full force and effect for a period of 20 years from the date of their initial approval by the Board. However, unless there shall be recorded in Gunnison County within one year before the end of such 20 year period an instrument directing the termination of these *Regulations* and approved by the Board, the Declaration shall be continued automatically without further notice for an additional period of 10 years, and thereafter for successive periods of 10 years each, unless with one year prior to expiration of any such 10 year period these *Regulations* are terminated as set forth in this Section.

1. **TERMINATION AND MODIFICATION.** These *Regulations*, and any provision contained herein, may be terminated, extended, modified or amended as to all or a portion of the Gold Basin Industrial Park Special Area upon approval by the Board.

B. AMENDMENT. The following process shall apply to an application for to amend these *Regulations*:

1. **INITIATION.** An amendment to these may be initiated by any of the following:

   a. **BOARD MOTION**. The Board may initiate an amendment by motion directing the Community Development Director to submit a proposed amendment and report to the Planning Commission for review and for further action pursuant to this Section.

   b. **PLANNING COMMISSION INITIATIVE**. The Planning Commission may initiate an amendment by submitting a written recommendation for proposed amendment to the Board.

   c. **COMMUNITY DEVELOPMENT DIRECTOR**. The Community Development Director may initiate an amendment by submitting a written recommendation for proposed amendment directly to the Board, or by first submitting it to the Planning Commission for review and recommendation to the Board.

d. **LESSEE**. An amendment may be initiated by any Lessee, by the submittal of an application to the Community Development Department.

2. **SUBMITTAL OF DRAFT AMENDMENT LANGUAGE**. Any initiative or application for amendment shall be submitted to the Community Development Department, and shall include at a minimum the following:

a. **IDENTIFICATION OF APPLICANT, IF RESIDENT- OR PROPERTY OWNER-INITIATED**. The applicant's name, address, and telephone number. If the applicant is to be represented by an agent, a notarized letter signed by the applicant shall also be submitted, authorizing the agent to represent the applicant and stating the representative's name, address, and phone number.

b. **PRECISE WORDING**. The precise wording of the proposed amendment, and the Section in which it is proposed to occur.

c. **RATIONALE FOR PROPOSED AMENDMENT**. A concise statement of the purpose and need for the proposed amendment.

1. **COMMUNITY DEVELOPMENT DEPARTMENT'S REVIEW**. The Community Development Department shall review the application for completeness for compliance with this Section.

2. **PLANNING COMMISSION REVIEW**. A complete copy of the application shall be forwarded to the Planning Commission, together with a copy of the Community Development Department's report. The Planning Commission shall review the application, considering the standards of this, and shall make a recommendation to the Board to approve, approve with modifications, or deny the proposed amendment.

3. **BOARD PUBLIC HEARING**. The Planning Commission's recommendations shall be forwarded to the Board, together with a complete copy of the application. and a copy of the Community Development Department's review. Should it deem to be in the best public interest, the Board may conduct a public hearing, providing public notice a minimum of 15 days prior to the date of hearing, and otherwise pursuant to applicable requirements of the *Gunnison County Land Use Resolution*.

4. **BOARD REVIEW AND ACTION.** The Board shall consider the application, any relevant support materials, the Planning Commission's recommendation, as applicable, public testimony and evidence given at a public hearing, and compliance of the application with these *Regulations.* Following closure of the public hearing, the Board may, by written resolution, adopt the amendments, adopt the amendments with modifications, or deny the amendments. Such resolution shall include findings that address the review following:

(a.) **REVIEW STANDARDS**. The decision to amend the text of the *Resolution* is at the legislative discretion of the Board and is not controlled by any one factor. The Board shall consider the following in determining whether to adopt a proposed amendment, adopt a proposed amendment with modifications, table it for further study or deny it:

(1.) **CONSISTENCY WITH ANY COMPREHENSIVE PLAN ADOPTED BY GUNNISON COUNTY**. Consistency of the proposed amendment with any applicable comprehensive plan adopted by Gunnison County;

(2.) **CHANGED CONDITIONS**. Changed conditions, including the economy of Gunnison County;

(3.) **EFFECT ON THE NATURAL ENVIRONMENT**. Effect of the proposed amendment on the natural environment;

(4.) **COMMUNITY NEEDS**. Community needs;

(5.) **DEVELOPMENT PATTERN**. Development pattern;

(6.) **CHANGES IN APPLICABLE LAW**. Changes in applicable law;

(7.) PUBLIC HEALTH, SAFETY AND WELFARE. Public health, safety and welfare;

(8.) COMPLIANCE WITH ANY APPLICABLE INTERGOVERNMENTAL AGREEMENTS ADOPTED BY GUNNISON COUNTY. Compliance with any applicable intergovernmental agreements adopted by Gunnison County.

SECTION 13: AVIGATION EASEMENT

Notice is hereby given that Leasehold Areas within the Gold Basin Industrial Park Special Area are located adjacent to an airport and in close proximity to the flight and approach paths associated with that airport. Gunnison County, in adopting these *Regulations*, hereby gives and grants an avigation easement for flight over these as necessary and appropriate for aeronautical operations at such airport on condition that all such operations are conducted safely and in compliance with all applicable Federal Aviation Administration regulations. Notice is hereby given that such aeronautical operations may cause noise or otherwise disturb the occupants the s within this area.

A. WAIVER OF CLAIMS. Any Lessee, in entering a lease agreement with Gunnison County for use of any Leasehold Area within the Gold Basin Industrial Park Special Area thereby waives, remises and releases any right or cause of action it may now have or which it may have in the future against the Gunnison County pertaining to or resulting from the passage of aircraft in the airspace above the Lessee's Leasehold Area. However, nothing stated in the foregoing waiver, grant and release shall release any other person, including, without limitation, any assignee, transferee, or successor of the Lessee, from any cause of action pertaining to or resulting from the operation of aircraft outside the scope of this Avigation Easement, or liability for damages to any person or property resulting from the unlawful or negligent operation of any aircraft above Grantor's Property.

SECTION 14: SEVERABILITY OF THESE *REGULATIONS*.

If any article, division, section, paragraph, clause, provision, or portion of these *Regulations* is determined to be unconstitutional or invalid by a court of competent jurisdiction, such determination shall not affect the validity of these *Regulations* as a whole or any part of these *Regulations* other than the part determined to be unconstitutional or invalid. If any application of these *Regulations* to a particular structure or Leasehold Area is determined to be unconstitutional or invalid by a court of competent jurisdiction, such determination shall not be applicable to any other structure, or Leasehold Area not specifically included or referenced in that judgment.

SECTION 15: MISCELLANEOUS PROVISIONS.

A. NO LIABILITY. Gunnison County and the DRC shall not be liable for any damage, loss, or prejudice suffered or claimed by any person on account of:

1. APPROVAL OR DISAPPROVAL OF PLANS. The approval or disapproval of any plans, drawing and specifications, whether or not in any way defective.

2. CONSTRUCTION OR IMPROVEMENTS. The construction of any improvement or performance of any work, whether or not pursuant to approved plans, drawings, and specification; or

3. LEASEHOLD AREA DEVELOPMENT. The development of any Leasehold Area within the subject property.

B. ALL LESSEES BOUND. Any person who now or hereafter leases or acquires in rights in any improvements on a Leasehold Area shall be deemed to have consented and agreed to every covenant, condition, restriction and easement contained in these *Regulations*, whether or not any reference to these *Regulations* is contained in the instrument by which such person acquired such interest or lease.

C. GUNNISON COUNTY HELD HARMLESS. Each and every Lessee shall, and hereby does, indemnify and hold harmless Gunnison County against and from any and all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation or maintenance of the Gold Basin Industrial Park Special Area or the improvements hereon, the use or possession of any Leasehold Area, or the conduct of any business or other activity on any part of the Gold Basin Industrial Special Area or any Leasehold Area

D. DESTRUCTION OF IMPROVEMENTS. In the event any building or other improvement on a Leasehold Area is damaged or destroyed in whole or in part, by any casualty, the Lessee shall immediately undertake to restore the same to a condition and conformity with the plans and specification most recently approved by Gunnison County with respect to such building or improvement. If such restoration is not completed within two years following the casualty, or if a new plan is not submitted, approved and completed in that timeframe, the lease is terminated and the Lessee loses all rights of use and occupancy.

E. ADDITIONS TO THE PROPERTY. Additional real property may be annexed to the Gold Basin Industrial Park Special Area, following which such additional real property shall become a part of the Gold Basin Industrial Park Special Area, and become subject to these *Regulations.* Said annexation shall be accomplished by filing of record in the Office of the Clerk and Recorder of Gunnison, an amendment to these *Regulations*, as applicable, or other instrument executed by Gunnison County. Upon the recordation of such instrument, the provisions of these *Regulations* shall extend to such additional real property. So long as the rights of any existing Lessee or Occupant are not impaired or restricted in any way as to the approved use or occupancy of their Leasehold Area, an amendment may contain such additions and modifications of these *Regulations* and other provisions as may be necessary to reflect the different character, if any, of the added property, or as the Board may deem appropriate in the development of such property, and as are not inconsistent with the general plan and scheme of these *Regulations*.

F. RUN WITH LAND. Each of the requirements of these *Regulations* shall operate as covenants running with the land for the benefit of the Gold Basin Industrial Park Special Area and each Leasehold Area, and shall inure to the benefit of Gunnison County and the Lessees thereof, their heirs, successors and assigns, and shall apply to and bind Gunnison County and the Lessees of any and all of the Leasehold Areas, their heirs, successors and assigns.

G. ASSIGNMENT. Due to the unique Deed Restrictions put on Gunnison County by the U.S. Department of Energy in relation to this property, Gunnison County's rights and obligations continue with the land and as such, Gunnison County's responsibilities under these *Regulations* cannot be assigned.

SECTION 16: NO PRECEDENT SET BY THIS DESIGNATION.

Neither the designation nor these *Regulations*, procedures or approvals hereunder shall be construed as a precedent for any other action.

SECTION 17: VIOLATIONS AND ENFORCEMENT.

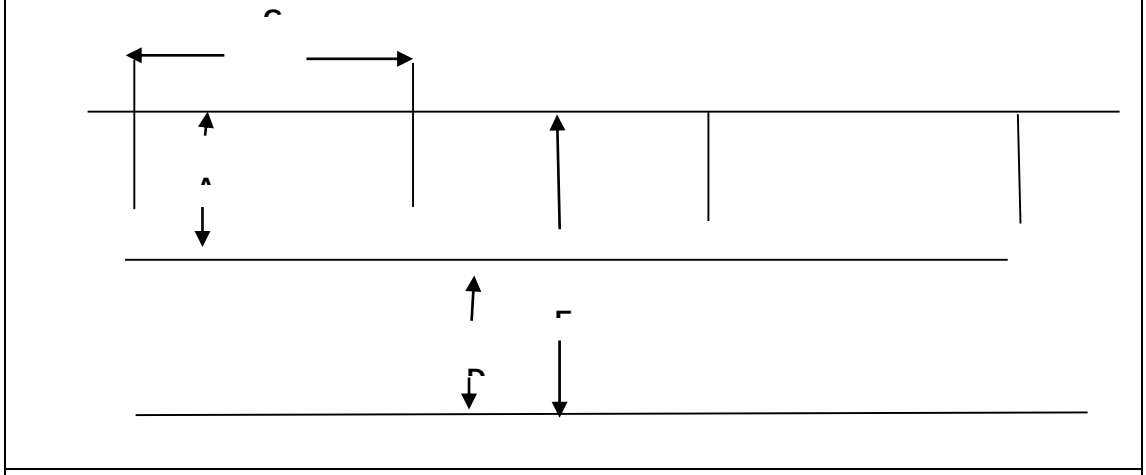
Failure to comply with any provision of these *Regulations* shall be deemed a violation of and shall be subject to enforcement pursuant to the *Gunnison County Land Use Resolution,* with the additional remedy that Gunnison County may terminate the Lessee's lease.

APPENDIX

Table 1: Minimum Parking Row and Aisle Dimensions

ANGLE	STALL WIDTH "A"	MINIMUM DEPTH "B"	CURB LENGTH "C"	AISLE WIDTH "D"	TOTAL DEPTH "E"
PARALLEL	8.0'	**N/A**	22.0'	12.0'	20.0'
30 DEG	8.0'	**16.0'**	16.0'	11.0'	27.0'
	8.5'	**16.4'**	17.0'	11.0'	27.4'
	9.0'	**16.8'**	18.0'	11.0'	27.8'
	9.5'	**17.3'**	19.0'	11.0'	28.3'
45 DEG	8.0'	**18.4'**	11.3'	14.0	32.4'
	8.5'	**18.7'**	12.0'	13.5'	32.2'
	9.0'	**19.1'**	12.7'	13.0'	32.1'
	9.5'	**19.4'**	13.4'	13.0'	32.4'
60 DEG	8.0'	**19.7'**	9.2'	19.0'	38.7'
	8.5'	**20.0'**	9.8'	18.5'	38.5'
	9.0'	**20.3'**	10.4'	18.0'	38.3'
	9.5'	**20.5'**	11.0'	18.0'	38.5'
90 DEG	8.0'	**20.'**	8.0'	26.0'	44.0'
	8.5'	**20.0'**	8.5'	25.0'	43.0'
	9.0'	**20.0'**	9.0'	24.0'	42.0'
	9.5'	**20.0'**	9.5'	24.0'	42.0'

PARALLEL PARKING SPACE DIMENSIONS



ANGLE PARKING SPACE DIMENSIONS

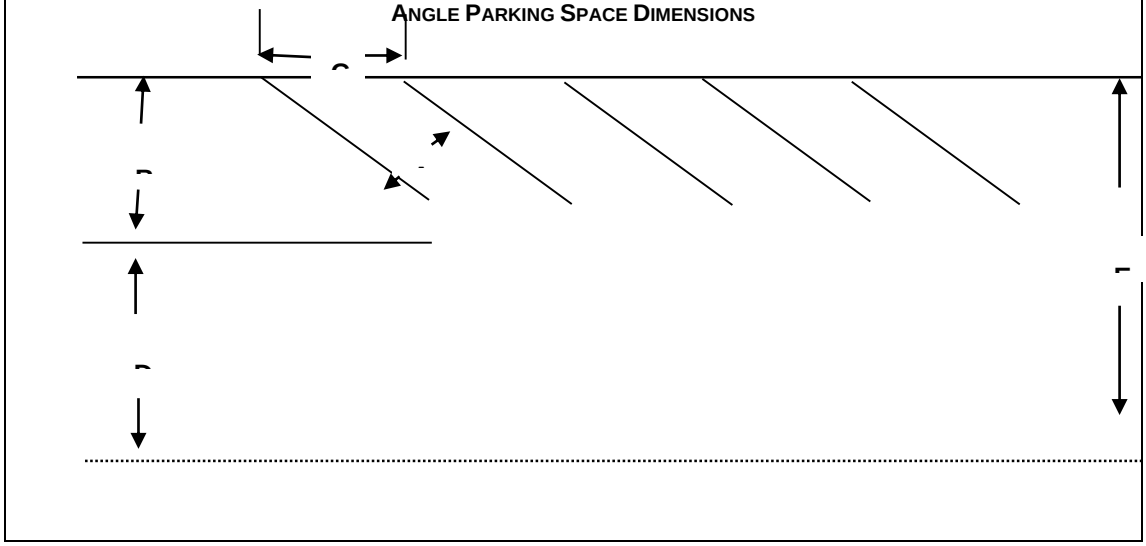


Table 2: Off-Street Parking Standards

• Light industrial or business	1 space per 500 s.f. or 1 space per employee, whichever is greater, plus 1 space for each company vehicle stored on the premises
• Warehouse	1 space per 1,000 s.f. or 1 space per employee whichever is greater, plus 1 space for each company vehicle stored on the premises
• Community buildings; Government • administrative facilities, services and buildings	1 space per 300 s.f, or 1 space per employee, whichever is greater, plus 1 space for each company vehicle stored on the premises
Floor area shall be measured as gross floor area within a building, exclusive of mechanical rooms, closets or storage areas and kitchen spaces, unless specifically stated otherwise. Where parking requirement is on a per employee basis, employment shall reflect the maximum number on any single shift.	

Table 3: Maximum Permissible Noise Levels for Business, Commercial and Light Industrial Uses

IMPACTED LAND USES	*ALLOWABLE DECIBEL LEVELS BY TIME OF DAY*	
	6:00 A.M. TO 7:00 P.M.	*7:00 P.M. TO 6 A.M.*
COMMERCIAL	*60 db (A)**	*55 db (A)**
LIGHT INDUSTRIAL	*80 db (A)**	*65 db (A)**
CAMPGROUNDS	50 db (A)*	45 db (A)*
RESIDENTIAL	50 db (A)*	40 db (A)*

GOLD BASIN
INDUSTRIAL PARK
SPECIAL AREA REGULATIONS

Adopted May 15, 2005

Amended June 10, 2008

Amended July 6, 2010

Amended July 1, 2014

DRAFT Amended July 10, 2024

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SECTION 1: PURPOSES.

The Gold Basin Industrial Park Special Area ("Gold Basin Industrial Park") is a discrete geographical area in which land development and land use is limited to specific commercial business and light industrial uses compatible with the Gunnison/Crested Butte Airport and its neighborhood. The general purpose of these *Regulations* is to create specialized land use regulations and design standards for light industrial and related business development on a Leasehold Area adjacent to the Gunnison/Crested Butte Regional Airport). These purposes serve as basic goals for these *Regulations* and the review of applications for Gold Basin Industrial Park Special Area Permits. When there is a conflict between a statement of purpose and an adopted standard in these *Regulations,* or when an adopted standard is more specific, the standard shall supersede these purposes. These *Regulations* shall be liberally construed to further the following purposes.

A. TO SIMPLIFY THE REGULATORY REVIEW PROCESS. To provide a simplified and expedited permit application review process for business, light industrial and commercial uses within the Gold Basin Industrial Park Special Area.

B. TO AFFIRMATIVELY PROMOTE A COMPACT DEVELOPMENT PATTERN. To affirmatively promote a compact development pattern that discourages sprawl, in which denser and more intense forms of development will occur contiguous to, or in close proximity to, existing population and development centers and public services, and in so doing, minimize the cost of providing governmental and other services.

C. PROTECT THE ENVIRONMENT; PUBLIC HEALTH, SAFETY AND WELFARE; PUBLIC SERVICES, FACILITIES AND PROPERTY. To avoid or mitigate potential impacts caused by land development within the Gold Basin Industrial Park Special Area, to the environment, to public services and facilities, property and public safety, and land use within the Gold Basin Industrial Park Special Area and adjacent properties.

D. TO PROTECT AND ENHANCE ECONOMY. To protect and enhance the economic strength of the private and governmental sectors of Gunnison County in a manner that is compatible with the *Gunnison County Land Use Resolution*.

E. TO ENCOURAGE INNOVATIONS. To encourage innovations in commercial and industrial land use, so that the growing demands of the population may be met by greater variety in type, design, and layout of development.

F. TO PROVIDE OPPORTUNITY FOR NEW AND EXISTING BUSINESSES. To provide the opportunity for existing businesses to grow and new businesses to locate in close proximity to existing utilities and transportation routes.

G. TO ENCOURAGE ECONOMIC DIVERSITY. To encourage, strengthen and promote greater economic diversity in the County; to broaden employment opportunities and reduce seasonal employment fluctuation in a manner that will not endanger or detract from the existing economy.

H. TO WORK COOPERATIVELY WITH THE CITY OF GUNNISON. To encourage business, light industrial and commercial operations to be constructed and maintained in a manner that is compatible with the land use regulations and design requirements of the City of Gunnison.

SECTION 2: APPLICABILITY.

These *Regulations* shall apply to all development, including development of new uses, expansion of existing uses and change of the use of land or structures within the Gold Basin Industrial Park Special Area.

SECTION 3: RELATIONSHIP TO THE GUNNISON COUNTY LAND USE RESOLUTION.

A. USES GENERALLY EXEMPT FROM LAND USE RESOLUTION. Development within the Gold Basin Industrial Park Special Area shall be exempt from requirements of the *Gunnison County Land Use Resolution* unless otherwise specified in these *Regulations*.

B. DEFINITIONS. Terms not otherwise defined within these *Regulations* shall be defined pursuant to the *Gunnison County Land Use Resolution*.

C. CONSTRUCTION AND WORD USAGE. Construction and word usage shall be interpreted pursuant to the *Gunnison County Land Use Resolution*.

D. INTERPRETATIONS. The Gunnison County Community Development Director shall have authority to interpret these *Regulations*, and shall do so in the same manner provided pursuant to Section 1-114: *Interpretations*, of the *Gunnison County Land Use Resolution*.

E. ENFORCEMENT. Failure to comply with any provision of these *Regulations* shall be deemed a violation of and shall be subject to enforcement pursuant to the *Gunnison County Land Use Resolution.*

SECTION 4: DEFINITIONS.

This Section defines words, terms, and phrases used specifically in these *Regulations*. Terms not otherwise defined within these *Regulations* shall be defined pursuant to the *Gunnison County Land Use Resolution*

ANIMAL SHELTER means a facility designated or approved by Gunnison County for the purpose of impounding and housing and caring for homeless, lost or abandoned small animals, primarily dogs and cats.

BOARD means the Board of County Commissioners of the County of Gunnison, Colorado, duly authorized to act on behalf of Gunnison County, Colorado.

COMMERCIAL means any establishment engaged in the retail or wholesale of goods or services that is open to the general public or that may be open to members only. This does not include farm or ranch stands. "Commercial" also means "business."

COMMON AREA means all areas, tracts, and Leasehold Areas of land not designated as Leasehold Areas on any recorded plat map or survey of the Property, and shall specifically include all Streets, mini-parks, cut and fill slopes adjacent to Gold Basin Road, and all landscaped buffer areas between the Leasehold Areas and Gold Basin Road.

DESIGN REVIEW COMMITTEE ("DRC") means the committee established by these *Regulations* to review and act on plans for improvements on any Leasehold Area to ensure compliance with the Design Standards set forth in these *Regulations*. The Design Review Committee shall be composed of the Board and two Lessees of Leasehold Areas in the Gold Basin Industrial Park Special Area appointed by the Board, with each member of the Board and each Lessee entitled to one vote on matters coming before the Design Review Committee.

GOLD BASIN INDUSTRIAL PARK SPECIAL AREA shall be synonymous with the term "Property," and shall mean all of the real property now or hereafter made subject to these *Regulations*.

INDUSTRIAL means any establishment engaged in the commercial processing, fabrication, alteration, manufacture of raw, semi-processed materials, manufactured goods, or any components thereof.

IMPROVEMENT OR IMPROVEMENTS means those buildings, outbuildings, roads, driveways, parking areas, fencing, screening walls and barriers, retaining walls, stairs, decks, water lines, sewers, electrical and gas distribution facilities, hedges, windbreaks, plantings, trees and shrubs, poles, signs, loading areas, and all other structures, construction, installations, and landscaping of every type and kind whether above or below the land surface.

LEASEHOLD AREA means the beneficiary under, or holder of, a leasehold interest in a Leasehold Area or Improvements thereon, entitling that person or entity to occupy a Leasehold Area or said Improvements under a lease for a fixed term. Gunnison County shall not be considered a Lessee notwithstanding its occupancy of any Leasehold Area or Leasehold Areas.

MITIGATION means the following actions, prioritized in order of preference:

- **AVOIDING IMPACTS** Avoiding an impact by not taking a certain action or parts of an action; or

- **MINIMIZING IMPACTS** Limiting the degree or magnitude of the action or its implementation, or by changing its location; or
- **RECTIFYING IMPACTS** Repairing, rehabilitating, or restoring the impact area, facility or service; or
- **REDUCING OR ELIMINATING IMPACTS** Reducing or eliminating the impact over time by preservation and maintenance operations; and
- **COMPENSATING FOR IMPACTS** Compensating for the impact by replacing or providing equivalent biological, social, environmental and physical conditions, or a combination thereof.

NUISANCE means an activity that arises from the unreasonable, unwarranted or unlawful use of property, working obstruction or injury on the right of another or on the general public.

- **MIXED NUISANCE** is one that is both public and private in its effects.
- **PRIVATE NUISANCE** is a wrongful interference with a person's interest in the private use and enjoyment of land.
- **PUBLIC NUISANCE** includes “public nuisance” as defined in C.R.S. 16-13-301 et seq.

OCCUPANT means a Lessee, licensee of a Lessee, or any other person or entity other than a Lessee, in lawful possession of a Leasehold Area or any portion thereof.

COMMUNITY DEVELOPMENT DEPARTMENT means the Gunnison County Community Development Department.

PROPERTY shall be synonymous with Gold Basin Industrial Park Special Area, and shall mean all of the real property now or hereafter made subject to these *Regulations*.

RECLAMATION PERMIT means the Reclamation Permit issued and administered by the Gunnison County Public Works Department.

RECORD OR RECORDED OR RECORDATION means, with respect to any document, the recording of said document in the records of the Office of the Gunnison County Clerk and Recorder, Gunnison County, Colorado.

REGULATIONS means these *Gold Basin Industrial Park Special Area Regulations* (the "Regulations"), created to regulate the development and use of the Gold Basin Industrial Park Special Area in conjunction with the designation of the Gold Basin Industrial Park Special Area as a Special Area pursuant to the *Gunnison County Land Use Resolution*, as they may from time to time be amended or supplemented.

SIGN means any placard, poster, billboard, advertising structure or inscribed surface, pattern or artificial lighting, pictorial or symbolic ornament, emblematic structure, banner, fluttering apparatus, or other visually communicative or expressive device that is visible from an out-of-doors position and is used to advertise or call the public's attention to any public, business, commercial, industrial, recreational or any other activity, object for sale or lease, person or place, or to bear any kind of message. A sign includes any surface on which a name, text, device, signal, ornament, logotype, or advertising matter is made visible, but does not include a vehicle on which the name of a business appears. The meaning of "sign" shall also include any sign currently in disuse, but still visible from an out-of-doors position, and any frame or support structure erected specifically to support a sign.

STREET means a dedicated public right-of-way which provides vehicular and pedestrian access to adjacent properties. Street shall include road, lane, place, avenue, drive and similar terms.

WEED MANAGEMENT PLAN means the Weed Management Plan issued and monitored by the Gunnison County Public Works Department.

SECTION 5: OPERATIONS AND USE.

A. **PURPOSE.** This Section describes the permitted and prohibited uses of Leasehold Areas in the Gold Basin Industrial Park Special Area, and how the permitted uses are required to be operated.

B. **PERMITTED USES ON LEASEHOLD AREAS**. Any Leasehold Area within the Gold Basin Industrial Park Special Area shall be used only for the following uses:

1. Wood processing and product manufacturing
2. Veneer, Plywood & Engineered Wood Product Manufacturing
3. Millwork
4. Sawmill
5. Glass and Glass Product Manufacturing
6. Ornamental and Architectural Metal Product Manufacturing
7. Furniture and Related Product Manufacturing
8. Wood Kitchen Cabinet and Countertop Manufacturing
9. Manufacture or assembly of products from the following previously prepared materials: electronic components, and wire, fiber, glass, leather, paper, plastics, textiles and wood
10. Sign-making and sign sale or/and repair shop
11. Upholstery Shop
12. Warehouse and truck terminal
13. Welding or machine shop
14. Wholesale businesses
15. Wood truss manufacture
16. Public Works Facility
17. Yards for stockpiling coal, sand, gravel and other materials
18. Hay cube manufacturing plant facility.
19. Animal shelter.
20. Marijuana cultivation, manufacturing and testing.
21. Overflow vehicle impound lots.

C. PROHIBITED USES ON LEASEHOLD AREAS. The following uses and operations are prohibited:

1. **NO USE IN VIOLATION OF GOVERNMENT REGULATION.** No Leasehold Area shall be used in violation of any applicable federal law or regulation, or regulation of the State of Colorado or Gunnison County.
2. **RESIDENTIAL OCCUPANCY.** The occupancy of a Leasehold Area for a residence as defined by the *Gunnison County Land Use Resolution,* except as may be permitted within a Lease Agreement with Gunnison County, and in compliance with requirements of the U.S. Department of Energy and the Colorado Department of Public Health and Environment.
3. **MOBILE HOME OR RECREATIONAL VEHICLES.** Any mobile home or recreational vehicle park, or storage or residential use, including temporary, of any such vehicles.
4. **JUNK YARDS AND REFUSE DUMPS.** Use of a Leasehold Area as a junk yard, or for dumping, disposing, incinerating or reducing garbage or refuse of any nature.
5. **RAISING AND/OR SLAUGHTERING OF ANIMALS.** Use of a Leasehold Area for raising, storage, slaughter of animals, except that animals may be housed and cared for in an animal shelter as allowed by these *Regulations* and an applicable Lease agreement with Gunnison County.
6. **WATER WELLS, DRILLING, AND MINING OPERATIONS.** Any drilling for, excavation, refining and/or removal of oil, gas, hydrocarbon substance, water, geothermal steam and other subsurface substances, except as allowed by the U. S. Department of Energy and Colorado Department of Public Health and Environment to allow construction of structures for permitted industrial or commercial uses.

D. **USE OF COMMON AREA.** No structures or personal property shall be parked, stored or permitted on the Common Area. The DRC may adopt and amend reasonable rules of operation, consistent with these *Regulations* concerning use of the Common Area, which they shall make available to all Lessees and Occupants. All Lessees and Occupants, their invitees and licensees shall adhere to those rules of operation in their use of the Common Area.

E. **NUISANCES**. No noxious or offensive activity shall be conducted within the Gold Basin Industrial Park Special Area if that activity constitutes or may become a public nuisance. The use shall not operate during such hours or in manner that will create a public or private nuisance or unreasonably disturb adjacent property uses.

F. **ACTIVITIES SHALL NOT INCREASE INSURANCE PREMIUMS**. Except with the prior written consent of the Board, no Lessee or Occupant shall use a Leasehold Area or any portion of the Common Area in such a way that increases the cost of Gunnison County's insurance premium, or any other Lessee or Occupant, or that causes any such insurance to be canceled or threatened to be canceled.

G. **CONDITION OF LOTS.** The Lessee or Occupant of a Leasehold Area shall at all times keep their Leasehold Area and all the improvements on it in a safe and clean condition.

H. **REFUSE COLLECTION AREAS.** No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any Leasehold Area or the Common Area. Each Lessee or Occupant shall provide suitable receptacles for the temporary storage and collection of refuse. No fires for the burning of trash, leaves, clippings, or other debris or refuse, and trash from their Leasehold Area. Processed and unprocessed hay, timber, lumber, stone and other similar organic or inorganic materials or products utilized in connection with permitted uses of a Leasehold Area may be present on a Leasehold Area.

I. **DISPOSAL OF PETROLEUM PRODUCTS AND SIMILAR WASTE MATERIALS.** The disposal of petroleum and similar products shall comply with all applicable federal, state and County regulations.

J. **EXCAVATION.** No excavation of a Leasehold Area shall be made except in connection with the construction of approved structures and other improvements. Upon completion of construction, exposed openings shall be backfilled and disturbed ground shall be graded, leveled and restored to its original condition. No excavation shall occur before written approvals from the DRC and from the Colorado Department of Public Health and Environment. Monitoring and mitigation procedures as required by either or both of those entities shall be effected by the Lessee.

K. **IRRIGATION.** Water needed to irrigate a Leasehold Area shall be obtained solely from Gunnison County water lines. No water shall be drawn or pumped from any pond for irrigation or any other purpose, and no sub-surface water shall be pumped or used under any circumstances.

L. **NOISE.** Every use in the Gold Basin Industrial Park Special Area shall be conducted to mitigate impacts caused by intermittence, frequency, or shrillness regardless of db(A) measurement. Sound levels of noise radiating 25 or more feet beyond the subject property boundary in excess of the db(A) established for time periods and uses listed in Appendix Table 3: *Maximum Permissible Noise Levels for Business, Commercial and Light Industrial Uses* may be considered a public nuisance.

1. **NOISES SPECIFIC TO OPERATION OF AN ANIMAL SHELTER.** Any animal shelter located within the park shall be designed and located to mitigate the sounds of barking to residents of the neighborhood, and dogs shall be housed inside during evening and nighttime hours.

M. **ODORS**. No industrial or commercial use shall cause or allow the emission of odors from any single source so as to result in detectable and unreasonable odors.

N. **USE OF SPECIAL AREA NAME.** The name "Gold Basin Industrial Park Special Area" may not be used in the name of any business, industrial or commercial operation, or on any building in the Gold Basin Industrial Park Special Area, or in the name of any Lessee or Occupant, other than Gunnison County, except as may be approved by the Board.

SECTION 6: LEASE AGREEMENT AND PERMITS.

All Lessees of Leasehold Areas in the Gold Basin Industrial Park Special Area shall enter into a lease agreement with Gunnison County for use of a Leasehold Area, and obtain a Gold Basin Industrial Park Special Area Permit. No improvements shall be erected, placed, altered, maintained, or permitted to remain on any Leasehold Area by any Lessee or Occupant until final plans and specifications shall have been submitted to and approved in writing by the DRC and, as applicable, a Building Permit is issued by Gunnison County or the City of Gunnison.

A. GOLD BASIN INDUSTRIAL PARK SPECIAL AREA PERMIT. Applications for a Gold Basin Industrial Park Special Area Permit shall be processed as follows:

1. CONCURRENT APPLICATIONS. An applicant may apply concurrently to the County and to any other necessary permit agencies.

2. CONCURRENT PROCESSING. Gunnison County seeks to avoid duplicative regulatory controls or unnecessary delays. Therefore, processing of an application for a permit normally will proceed concurrently with the processing of other required permit applications. However, final action of the application may not occur until a permit is issued by each other permit entity with applicable regulatory authority so that Gunnison County will have the benefit of the analysis and determinations by the other entity(s) in reaching its own decision.

3. CONSIDERATION OF OTHER PERMIT CONDITIONS. Gunnison County shall consider the conditions of any related permit when processing an application for a Gold Basin Industrial Park Special Area Permit.

4. PERMIT APPLICATION. The Community Development Department shall provide the applicable form for a Gold Basin Industrial Park Special Area Permit that shall, at a minimum, include the following information and materials:

a. APPLICANT. The name, address, telephone and fax numbers, and e-mail address for the applicant, or if the applicant is to be represented by an agent, a notarized letter signed by the applicant authorizing the agent to represent the applicant and also stating the same information for the agent.

b. LEASEHOLD AREA LOCATION. The Leasehold Area address at which the business or industrial operation is proposed to be located.

c. COLORADO DEPARTMENT OF HEALTH APPROVAL. Documentation of approval of the proposed construction by the U. S. Department of Energy and the Colorado Department of Public Health and Environment.

d. PROJECT DESCRIPTION. A detailed written description of what the applicant wants to do on or to the Leasehold Area, including:

1. BUSINESS OR INDUSTRIAL OPERATION. A description of the proposed business or industrial operation.

2. NUMBER OF EMPLOYEES. Number of employees required for the operation

3. HOURS OF OPERATION. The hours of daily operation, and the days of the week in which the business or industrial operation is proposed to be conducted.

4. CONSTRUCTION. The amount of square footage proposed for the structures, and the types of materials to be used in the structures.

5. TRAFFIC. Traffic estimated to be generated by the proposed project, including whether it will be commercial or industrial, or a mix of all uses, the types of vehicles that will be used, and the estimated numbers of vehicle trips per day.

6. PHASES. If the business or industrial operation is proposed to be developed in phases, an identification of the phases what activities are proposed to be included in each.

e. SITE DEVELOPMENT PLAN. A copy of the Site Development Plan, which shall include a scaled drawing of the Leasehold Area, including the following:

1. **ALL STRUCTURES**. All existing and proposed structures to be placed on the Leasehold Area, showing locations, and describing the use, type, shape, composition and appearance of each.

2. **BOUNDARY LINES AND SETBACKS.** Boundary lines and front, rear and side setback lines of the Leasehold Area**.**

3. **UTILITIES.** Locations of all existing and proposed utilities to serve the Leasehold Area, including water, sewer, electric, gas, phone and cable lines.

4. **PARKING AND DRIVEWAYS.** The number and location of all existing and proposed parking spaces and driveways on the Leasehold Area.

5. **SIGN LOCATIONS AND DESIGNS.** A plan for the location and renditions of their design, in compliance with these *Regulations*.

6. **EXTERIOR LIGHTING PLAN**. An exterior lighting plan that complies with the overall lighting plan for the park and with the applicable requirements of the *Gunnison County Land Use Resolution*.

7. **DRAINAGE PLAN.** A drainage plan for the Leasehold Area, depicting drainage patterns on and adjacent to the Leasehold Area. The Leasehold Area's drainage system shall be designed by a registered professional engineer licensed in the State of Colorado, according to generally accepted storm drainage practices and pursuant to the standards of these *Regulations* and all other applicable County, state and federal regulations.

8. **LANDSCAPING PLAN.** A landscaping plan that complies with site-specific requirements of the Design Review Committee.

f. **WATER SUPPLY AND WASTEWATER TREATMENT**. Verification from the Gunnison County Public Works Department intent to provide, signed agreement or contract between the applicant and the supplier indicating that it has the capacity and is willing to provide the amount of water that will be provided by the service provider, and any conditions of providing tap-on and service by the Dos Rios water supply system, and the Dos Rios wastewater treatment system.

5. **REVIEW PROCESS.** The following review process shall apply for a Gold Basin Industrial Park Special Area Permit:

a. **SUBMITTAL OF APPLICATION.** The applicant shall submit to the Community Development Department a complete application as required by these *Regulations*.

b. **DETERMINATION OF COMPLETENESS.** The Community Development Department shall determine whether the application is complete and includes all information required by these *Regulations*. The Community Development Department shall notify the applicant in writing that the application is either complete or incomplete, or shall indicate a date by which such determination shall reasonably be made. It is the goal, but not the requirement of these *Regulations* that this review be completed within 30 days of the submittal of the application.

1. **APPLICATION IS NOT COMPLETE**. If the application is not complete, the Community Development Department shall inform the applicant of the deficiencies in writing and shall take no further action on the application until the deficiencies are remedied.

(a.) **FAILURE TO CORRECT CONSTITUTES WITHDRAWAL.** If the applicant fails to correct the deficiencies within 60 days of the postmarked or certified date of the mailing of the notification that the application was incomplete, the application shall be considered withdrawn.

2. **APPLICATION IS COMPLETE**. The Community Development Department shall determine it to be complete. A determination that an application is complete shall not constitute a determination that it complies with the applicable standards of these *Regulations*.

c. REQUEST FOR REVIEW BY DRC. The Community Development Department shall refer the complete application to the DRC, which shall complete its review pursuant to Section 7: *Design Review*.

d. REQUEST FOR REVIEW BY OTHER AGENCIES OR DEPARTMENTS. At the same time the application is being reviewed by the DRC, The Community Development Department may request the professional analysis and recommendations of any other review agency, organization, or technical consultant deemed appropriate and necessary to complete the review, including other County offices and departments, municipal, state, or federal agencies having an interest in or authority over all or part of the proposal, utility companies, the applicable school district and special service districts serving the proposed development, and engineers, designers, and legal consultants.

1. REVIEW AND COMMENT BY REVIEW AGENCIES. The review agencies that are sent a copy of the application shall be requested to make comments within 21 days of mailing by the Community Development Department, unless an extension of not more than 30 days has been requested by the agency before the 21st day. The Department may grant such a reasonable extension if it determines that good cause for the delay has been shown. The failure of any agency to respond within 21 days or within the period of extension shall not be deemed an approval of the application by the agency.

2. REVIEW OF AGENCY/DEPARTMENT COMMENTS BY APPLICANT. The applicant shall have the right to review the comments and recommendations received from the review agencies. The applicant may submit additional information and make changes in the development proposal to respond to the comments of the review agencies; provided, however, that if those changes are substantial or if they significantly alter the nature, character or extent of the application, the Community Development Department may, after the changes, refer the application again to some or all review agencies, to obtain additional comments, and may reasonably extend the period of their review accordingly.

e. NOTICE TO PUBLIC OF PROPOSED COMMERCIAL OR INDUSTRIAL USE. Notice shall be given to the public by posting of the property and provision of notice within a legal newspaper of general circulation, and shall identify a 15-day public comment period, during which comments may be submitted to the Community Development Department.

f. NOTICE TO CITY OF GUNNISON. Notice of the proposed use shall be provided to the City of Gunnison.

g. ACTION BY COMMUNITY DEVELOPMENT DIRECTOR. If the DRC has submitted written approval of the proposed plans, and within 30 days of having determined that the application is complete, or after having received comments from review agencies, and, as applicable, the applicant has reasonably responded to those comments, the Community Development Director shall approve, approve with conditions, or deny the application, based upon the compliance of the application with the applicable standards and requirements of these *Regulations*.

1. APPROVAL SUBJECT TO LEASE AGREEMENT APPROVAL BY GUNNISON COUNTY AND COMPLIANCE WITH ALL OTHER PERMITS. Approval requires, and shall include conditions that the applicant enter into a Lease Agreement with Gunnison County, and that the applicant timely and fully obtain and comply with all applicable federal, state, municipal and other permits required for the project.

h. APPROVAL FORWARDED TO BOARD OF COMMISSIONERS. If the application has been approved, the Community Development Director shall forward a copy of that decision to the Board of Commissioners.

i. RECORDATION OF CERTIFICATE. Within 15 days following approval of the Gold Basin Industrial Park Special Area Permit application, the Community Development Director shall record a Certificate of Approval in the Office of the Gunnison County Clerk and Recorder's Office. The Certificate shall describe the specific project, the description of the subject Leasehold Area, any relevant Findings

related to the project's compliance with these *Regulations*, conditions of approval, and shall include the Community Development Director's signature line and the date of approval.

6. APPEAL. A decision by the Community Development Director on a Gold Basin Industrial Park Special Area Permit application may be appealed by referral to the Board.

a. WRITTEN APPEAL. An appeal may be submitted to the Community Development Director no more than 15 days after the date on which the decision-making body issues its final decision on the application; that time for submittal shall not include the day on which the decision was made. The appeal shall be submitted in writing, stating the basis of the appeal and the relief that is requested, and shall include the necessary materials to support the appeal. The appeal shall become part of the record.

b. BOARD CONSIDERATION OF APPEAL. The appeal shall be considered by the Board at a regularly scheduled meeting within 45 days after the date the written appeal was filed.

c. NOTICE OF MEETING. The Community Development Department shall, by first-class mail, inform the applicant, the appellant, and, if a public hearing was part of the review process on the application for which an appeal of action has been filed, anyone who testified at the public hearing or submitted written comments on the application. That information shall include the date, time, and place of the meeting.

d. BOARD MAY CONDUCT PUBLIC HEARING. At the meeting, the Board may determine that a public hearing should be conducted on the appeal. If the Board so determines, notice shall be given and the public hearing shall be conducted pursuant to applicable requirements of the *Gunnison County Land Use Resolution*.

e. BOARD DECISION. The Board shall affirm, affirm with modifications, or reverse the original action.

1. MODIFICATION OR REVERSAL OF ORIGINAL ACTION. The original action shall only be modified or reversed if the applicant establishes, by a preponderance of the evidence based on the record of the review body, that:

(a.) NO CREDIBLE EVIDENCE. There is no credible evidence in the record to support the original decision;

(b.) ORIGINAL ACTION INCONSISTENT WITH THIS *RESOLUTION*. The original action was inconsistent with the applicable requirements of this *Resolution*; or

(c.) REVIEW BODY ACTION INAPPROPRIATE. The review body exceeded its jurisdiction or abused its discretion.

f. BOARD DECISION SHALL BE FINAL. The Board's decision shall be final and shall not be further appealed, but may be subject to judicial review.

B. STANDARDS FOR APPROVAL. An application for a Gold Basin Industrial Park Area Special Area Permit shall comply with the following standards:

1. COMPLIANCE WITH THESE REGULATIONS. The use shall comply with all applicable standards and provisions of these *Regulations*.

2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use shall be compatible with, or an enhancement of, the character of existing land uses in the Gold Basin Industrial Park Special Area, and shall not adversely impact the future development of the surrounding area. Potential visual and noise impacts shall be mitigated.

3. LEASE AGREEMENT WITH GUNNISON COUNTY. The Gunnison County Manager has provided written documentation that the applicant will be able to secure a lease for the subject Leasehold Area from the County.

4. NO SIGNIFICANT NET ADVERSE IMPACTS OFFSITE. No significant net adverse impact after mitigation on existing off-site uses.

SECTION 7: DESIGN REVIEW.

A. REQUIRED REVIEW AND APPROVAL. No improvements shall be erected, placed, altered, maintained or permitted to remain on any Leasehold Area by any Lessee or Occupant until the use has received a Gold Basin Industrial Park Special Area Permit, and plans and specifications have been submitted to and approved in writing by the Design Review Committee, and, as applicable, a Building Permit is issued by Gunnison County or the City of Gunnison.

B. DESIGN REVIEW COMMITTEE. The Design Review Committee ("DRC") is hereby established to review and act on plans for improvements within the Gold Basin Industrial Park Special Area of permit applications and to ensure plan compliance with Section 8: *Design Standards.* The Committee shall be composed of the Board of County Commissioners, and of two Lessees, who shall be appointed by the Board.

C. REVIEW AND ACTION BY DRC. The DRC may deny or approve the plan as submitted, as altered or amended, or subject to specific conditions.

1. DENIAL. The DRC shall have the right to deny the plan on any reasonable grounds including, but not limited to, the following:

a. NON-COMPLIANCE WITH THESE *REGULATIONS*. Failure to comply with any of the restrictions set forth in these *Regulations*.

b. INCOMPLETE INFORMATION. Failure to include required information in the plans and specifications as required by these Regulations, or as reasonably requested by the DRC .

c. EXTERIOR APPEARANCE. Objection to the exterior design, the appearance of materials or the types of materials employed in the proposed structure. Objection to the color scheme, finish, proportions, style of architecture, height or bulk of any structure.

d. INCOMPATIBILITY WITH OTHER GOLD BASIN INDUSTRIAL PARK SPECIAL AREA USES. Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other Leasehold Areas.

e. INCOMPATIBILITY. Any other matter which, in the judgment of the DRC, would render the proposed improvements or use incompatible with the general plan for improvements within the Gold Basin Industrial Park Special Area.

2. APPROVAL The DRC shall base its approval, among other factors, upon the adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements upon adjoining Leasehold Areas, proper facing of the main elevation with respect to nearby streets, adequacy of screening of mechanical, air conditioning and other rooftop installations, and conformity of the plans and specifications to the purpose and intent of these *Regulations.*

a. DRC ACTION TO COMMUNITY DEVELOPMENT DEPARTMENT. Upon approval or conditional approval by the DRC a copy of the approved plans and the DRC decision shall be deposited for permanent record with the DRC, and forwarded to the Community Development Department.

SECTION 8: DESIGN STANDARDS.

A. PURPOSE. This Section establishes the substantive standards by which applications for Gold Basin Industrial Park Special Area Permits will be reviewed and approved for development within the Gold Basin Industrial Special Area. These standards are intended to enhance and protect the value, desirability and attractiveness of all Leasehold Areas to the mutual benefit of Lessees, Gunnison County and the City of Gunnison, and to promote high quality design and the uniform application of standards.

B. STANDARDS ARE MINIMUM. These improvements standards are intended to ensure a minimum level of performance. If an alternate design, process, or material can be shown to provide performance equal to or better than that established by these standards, or where it can be shown that strict compliance with these standards would cause unacceptable environmental impacts, or would result in adverse conditions on- or off-

site because of unusual topography, size or shape of the Leasehold Area, existing vegetation, or other exceptional situations or condition, then the Community Development Director shall have authority to accept the alternative. The evaluation shall consider whether the alternative will provide for an equivalent level of public safety and whether the alternative will be equally durable, so that normally anticipated maintenance costs will not be increased.

C. MINIMUM SETBACKS. No Building or any portion thereof shall be placed on any nearer to the front, side or rear Leasehold Area line than 10 feet.

1. EXCEPTIONS. If a single building is constructed on two or more Leasehold Areas, no side yard setback is required from shared interior Leasehold Area lines

D. LANDSCAPING AND BUFFERING.

1. LANDSCAPING PLAN. Applicants shall prepare a landscaping plan that shall indicate the type and location of vegetation to be included on the site. The plan shall also contain a planting schedule and a plan for maintenance of all landscaping to be installed.

a. PROTECTION OF EXISTING VEGETATION. No material or temporary soil stockpiling shall be placed within four feet of existing shrubs or in the drip line of trees. During construction, temporary protective barriers or tree wells shall be installed around each plant and/or group of plants that are to remain onsite. Protective barriers should be of a durable material that will last until construction is completed. Snow fences and silt fences are examples of acceptable barriers.

b. VISIBILITY. To avoid landscape materials from blocking driver sight distances at intersections, no material greater than 30 inches in height shall be located within 15 feet of a driveway or road edge.

c. ALLOWANCE FOR SNOW STORAGE AND PLOWING. All landscaping design shall provide adequate space for snow plowing and areas for snow storage, that shall be indicated on the landscaping plan.

2. SITE PROTECTION.

a. TOPSOIL PRESERVATION. Topsoil moved during construction shall be stockpiled and redistributed on all re-graded surfaces in order to provide an even cover to all disturbed areas of the Leasehold Area. Such surfaces shall be stabilized by seeding or planting, or providing an all-weather surface approved by the Gunnison County Public Works Department.

b. REMOVAL OF DEBRIS. All stumps, other tree parts, litter, brush, weeds, excess or scrap construction materials, or other debris should be removed from the site within six months of substantial completion of construction and disposed of pursuant to requirements of the Gunnison County Landfill, or by other means in compliance with any applicable regulation. All dead or dying trees should be removed from the site, unless those trees are to be retained for wildlife habitat, upon the recommendation of the Colorado Division of Wildlife or the Colorado State Forest Service. If trees and limbs are reduced to chips, they may be used as mulch in landscaped areas.

c. SLOPE PLANTINGS. Landscaping of all cuts and fills and/or terraces shall be sufficient to prevent erosion. All roadway slopes steeper than one foot vertical to three feet horizontal (1': 3') shall be planted with ground cover appropriate for soil conditions, water availability, and environment, and pursuant to the requirements of a Gunnison County Reclamation Permit.

3. PLANTING SPECIFICATIONS.

a. MINIMUM TREE/SHRUB SIZES. Deciduous trees shall have at least a two inch caliper at planting. Sizes of evergreens and shrubs shall be allowed to vary depending upon the characteristics of use and its location and the types of shrubs proposed. Trees shall be staked upon planting and provision made by the Lessee for regular watering and maintenance until they are established. Dead and dying plants shall be replaced by the Lessee no later than the following planting season.

b. PLANT SPECIES. A mixture of plants, evergreen, and deciduous shrubs may be planted. Evergreen trees should be located on the perimeter of the lot for screening.

4. **TIMING.** All landscaping shall be installed no later than one growing season after substantial completion of construction on the Leasehold Area.

5. **SITE-SPECIFIC SELECTION.** The type and amount of landscaping shall be allowed to vary with the type and size of the proposed use. Plants or other landscaping material(s) that best serve the intended function of the land use should be selected. Appropriateness of any proposed phasing, as well as short and long-term impacts of the landscaping plan, should be considered.

6. **WATER CONSERVING LANDSCAPING.** Use of xeriscape plantings is preferred.

7. **LANDSCAPING ADJACENT TO BUILDINGS**. Landscape elements may be located adjacent to buildings.

8. **BUFFERING.** Buffering

   a. **BUFFER MATERIALS.** Buffering may consist of fencing and plant materials but may also include berms, rocks, boulders, mounds, or combinations of those materials, to minimize visual impacts to the neighborhood.

   b. **DUMPSTER AND UTILITY SCREENING.** Trash dumpsters and other waste/recycling containers serving multi-family or non-residential uses shall be screened from view off-site.

   c. **DRIVEWAYS EXCLUDED.** Required landscaped buffer areas shall not include driveways.

   d. **DESIGN OF LANDSCAPE BUFFER**. Arrangement of plantings and other landscaping elements in buffers shall, to the maximum extent feasible, provide protection to adjacent properties from obstructing views and access to solar exposure. If berms are proposed, the design and slope shall be subject to approval by Gunnison County.

   e. **MAINTENANCE OF LANDSCAPING WITHIN BUFFERS.** Plantings shall be watered regularly, in a manner appropriate to the specific plant species. Dead and dying plants shall be replaced by the developer no later than the next planting season. The applicant shall make provisions to ensure that landscaped buffer areas shall be maintained and kept free of all debris, rubbish, and weeds.

   f. **MATERIALS USED IN BUFFERS.** Existing and supplementary xeriscaping should be used to the maximum extent feasible and planted in random patterns (not rows). Plant materials of a scale capable of screening and softening structural mass shall be used to reduce visual impacts of development. A list of recommended plant materials is available from the Gunnison Office of the U.S.D.A. Natural Resources Conservation Service.

   g. **SCREENING IN BUFFERS.** If total screening is impractical or undesirable, partial screening should be used to break horizontal lines of structures and minimize apparent height of taller structures. Screening development with vegetation is preferable to screening with berms or other significant earth moving. If berms or recontouring of soil are used for screening, the features should complement natural land forms.

   h. **REVIEW BY PUBLIC WORKS DEPARTMENT.** If landscaped buffers are proposed along roadways or parking areas within the Gold Basin Industrial Park Special Area, the plan shall be submitted for review to the Gunnison County Public Works Department, for its compliance with snow removal and traffic-related sight-distance requirements.

9. **PARKING LOTS AND LOADING AREAS**. Parking lots, loading, and unloading areas that are not part of a parking lot shall include buffering that complies with this Section

E. SIGNS. One cluster sign is allowed at each approved access from Gold Basin Road into the Gold Basin Industrial Park Special Area that includes the name of the Special Area and/or listings of individual businesses in the development. Within the development, one sign per Leasehold Area is allowed, and all signs shall be designed and installed as follows:

1. **GENERAL STANDARDS.**

a. **ON-SITE LOCATION.** All signs shall identify or advertise only the business or establishment upon which the sign is located.

b. **ONE SIGN PER USE.** There shall be one sign per primary use, except that when the subject Leasehold Area abuts two public roadways, there may be one sign facing each roadway.

c. **NO SIGN IN ROAD RIGHT-OF-WAY.** No signs shall be allowed on any County or development road right-of-way, and existing signs in either of these rights-of-way shall be removed immediately upon request of the governing body.

d. **EXTERNAL LIGHT SHALL BE MINIMIZED.** Externally lit signs shall be designed, installed and maintained so as to eliminate upward directed light and glare and so that lights shall only shine downward, and shall illuminate only the sign and not property that adjoins or is nearby. Such light shall not interfere with the vision of motorists.

e. **INTERNALLY LIT SIGNS PROHIBITED.** There shall be no internally lit signs.

f. **NO MISLEADING INFORMATION.** Information presented on a sign shall be neither misleading, erroneous or patently untrue.

g. **NO SETBACK LIMITATION SPECIFIC TO SIGNAGE.** There shall be no setback limitation except that sign placement shall not interfere with snow removal, or vision of motorists, and shall not significantly detract from the environmental or aesthetic character of the County.

2. **CONSTRUCTION AND MAINTENANCE OF SIGNS.**

a. **STURDY CONSTRUCTION.** All signs and sign structures shall be constructed of materials of sufficient strength and quality to withstand weathering or deterioration by wind, moisture and other natural elements, and shall be maintained in a state of good repair with all braces, bolts, supporting framework, fastenings, lettering and design work free from deterioration.

b. **WIND LOAD.** Wind load requirements shall be equal to, or greater than 26 pounds per square foot of sign area.

c. **REPAIR OR REMOVAL.** The County Building Inspector shall have the authority to order the repair, alteration or removal of any sign or structure that constitutes a hazard to public health and safety, or which is otherwise not pursuant to this Section. In the event that such a sign has not been removed, altered or repaired within 60 days after written notification by the Inspector, the Board may, after due public notice and hearing, cause that sign or structure to be removed at the expense of the owner of the sign.

3. **SIGN AREA MEASUREMENT.**

a. **MAXIMUM INDIVIDUAL SIGN AREA.** The maximum permitted area of individual signs shall be 50 square feet.

b. **MAXIMUM HEIGHT.** Maximum sign heights shall be as follows:

1. **FREESTANDING SIGNS**. The maximum height of a freestanding sign shall be 12 feet.

2. **SIGNS LOCATED ON BULDING FASCIA.** Signs located on a building shall be no higher than the fascia of the building.

c. **MEASUREMENT OF SINGLE SURFACE.** To determine the surface area of a sign, the County Building Inspector shall measure the perimeter enclosing the extreme limits of the display surface(s) of the sign, including all graphic elements, borders and riders, but excluding the sign's structure or bracing unless those elements are part of the message or face of the sign. Where there are two faces back to back, the total area of the largest face shall determine the area of the sign.

d. **MEASUREMENT OF MULTI-FACETED SIGN.** Where two faces are placed at greater than 45-degree angles to one another, the sign area shall mean the total area of both faces.

4. **SIGNS ALLOWED ONLY BY VARIANCE BY THE BOARD.** The following signs are not permitted, except by variance issued by the Board, pursuant to applicable requirements of the *Gunnison County Land Use Resolution*.

   a. **NON-COMPLIANT SIGNS.** Any sign not in compliance with the provision of these *Regulations*; or

   b. **OFF-PREMISE SIGNS.** Off-premise signs except public directional signs, and those signs permitted pursuant to the "*Gunnison County Resolution Series 1989 No. 42, Concerning Placement of Tourist-Oriented Directional Sign,*" which are allowed without a variance; or

   c. **PROJECTING ROOF-MOUNTED SIGNS.** Roof-mounted signs that project above the highest point of a roofline or fascia of a building.

F. PARKING. No parking shall be permitted on any street, lawn, median strip, public walkway, swale, berm or at any place other than on the parking spaces approved by the DRC for each the Leasehold Area. Each Owner and Occupant shall be responsible for compliance with these standards by its employees and visitors. Off-street parking shall be provided by each Lessee for employees and visitors. All uses shall be required to provide the amount and design of parking spaces in Appendix Table 1: *Minimum Parking Row and Aisle Dimensions* and Appendix Table 2: *Off-Street Parking Standards* and to comply with the following:

1. **MULTIPLE USES.** If two or more principal uses occupy a single Leasehold Area or structure, the standard for off-street parking shall be the additive total for each principal use of the Leasehold Area or structure.

2. **SHARED PARKING.** When the peak use period for required parking for one land use will not overlap with the peak use period for required parking for another land use located on the same or adjacent Leasehold Area, the Community Development Director may reduce the required number of off-street parking spaces by up to 25 percent of the total required. Written approval by the adjacent Leasehold Area Owner or Occupant for use of the Leasehold Area is required. A subsequent change in land use will require evaluation by the Director and additional spaces may be required.

3. **REQUIRED FRACTIONAL SPACES**. When any calculation of off-street parking results in a required fractional space, such fraction shall be rounded up to the next higher number of spaces.

4. **LOCATION OF REQUIRED SPACES.** Required off-street parking spaces shall be located on the same Leasehold Area as the structure or business or industrial operation the spaces are intended to serve.

5. **SURFACE IMPROVEMENTS**. All off-street parking, access drives and loading areas shall be paved or improved with an all-weather surface approved by the DRC and properly graded to assure proper drainage. Overnight parking of campers, mobile homes, trailers or motor homes is prohibited. If parking requirements increase as a result of the change in use or number of employees, additional off-street parking shall be provided to comply with these Standards.

6. **BACKING ONTO ROAD PROHIBITED.** All parking areas shall be designed so that vehicles exiting from a parking space shall not back onto the right-of-way of the public street.

7. **SNOW STORAGE**. Adequate snow storage areas are required be planned into each site, and snow storage in dedicated parking areas is prohibited.

   a. **SNOW STORAGE OBSTRUCTIONS.** Snow storage areas shall be free of fences, landscaping (except for ground cover), retaining walls, and other obstructions of similar nature.

   b. **SNOW PLOWING OBSTRUCTIONS.** Pathways, signage, vegetation, fencing, and lighting shall be configured to cause the least obstruction to snow plowing. Locations of trash dumpsters relative to snow storage shall allow access and maintenance of the dumpsters, but shall not impede the free movement of trash removal vehicles.

   c. **FORMAL APPROVAL BY PUBLIC WORKS DEPARTMENT.** All designs for snow storage shall be subject to review and approval by the Gunnison County Public Works Department.

d. MINIMUM WIDTH ADJACENT TO PLOWED AREA. Designated snow storage areas shall not be less than six feet wide and, to the maximum extent feasible, shall be located adjacent to the area of the project from which snow is to be removed.

H. STORAGE AND LOADING AREAS. Materials, supplies and equipment, including company-owned or operated trucks or delivery vehicles, shall be stored inside structures or behind visual screening approved by the DRC to reasonably mitigate visual impact to adjoining Leasehold Areas and/or streets. All loading facilities, including turnarounds and docks, shall be set back and screened to minimize their visibility from any street. Screening of service areas and loading docks may consist of any approved combination of earth mounding, landscaping, walls and/or approved combination of earth mounding, landscaping, walls and/or fencing. Loading areas and docks shall not be closer than ten feet to an abutting street unless specifically approved by the DRC.

I. SITE COVERAGE. In no event can the footprint of any building or buildings exceed 50 percent of the square footage of the Leasehold Area.

J. BUILDING HEIGHT RESTRICTIONS: No building or appurtenance including, but not limited to, water towers, stand pipes, elevators or elevator equipment, stairways, ventilating fans, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, flag poles or similar equipment shall exceed any height restrictions required by the *Gunnison County Land Use Resolution*, the Federal Aviation Administration or any other applicable regulatory agency.

K. VIEW OBSTRUCTIONS. The DRC shall have the authority, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Leasehold Area if the location of the object will, in the reasonable judgment of the DRC, obstruct the vision of a motorist upon any of the streets within or providing access to the Gold Basin Industrial Park Special Area.

L. GAS TANKS AND WATER SOFTENER UNITS. Gas container and/or outdoor water softener units, may be placed above ground if enclosed on all sides by a decorative wall, provided the design, construction and installation location shall have first been approved by the DRC.

M. MAILBOX DESIGN AND LOCATION. No mailbox or paper box or other receptacles of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any unless and until the size, location, design and type of material for said box or receptacle shall have been approved by the DRC.

N. EXTERIOR AND INTERIOR LIGHTING: No exterior lighting of any nature shall be installed or operated without the prior written approval of the DRC, and in all cases shall be installed or constructed in conformance to the applicable section of the *Gunnison County Land Use Resolution*. All interior and exterior lighting must be arranged or shielded so as to avoid excess glare or reflection onto any portion of an adjacent street or into the path of oncoming vehicles or onto any adjacent . No flashing, traveling, animated or intermittent lighting shall be visible from the exterior of any Building.

O. STORMWATER MANAGEMENT. There shall be no construction of ponds except as may be necessary for use as water detention or retention areas, and all such constructed on the property shall be constructed according to an approved site development plan. In no event may Owners or Occupants of Leasehold Areas or members of the public use such ponds for fishing, irrigation, swimming, bathing, boating or other recreational purposes. The permit applicant shall provide the following:

1. DRAINAGE STUDY. The required drainage study shall be subject to review and approval by the Gunnison County Public Works Department, which may refer the study to the City of Gunnison Public Works Department for review for compatibility with the City's design and construction standards.

2. RUNOFF CONTROL STRUCTURES. The Owner or Occupant shall provide storm sewers, culverts and other runoff control structures as determined necessary by the drainage study.

3. HISTORIC RUNOFF. The drainage system shall be designed and constructed so that only historic runoff, not including historic irrigation, shall be released from the site. Drainage flows in excess of this amount shall be retained, detained or handled in a storm sewer system. All costs associated with handling runoff

generated by a development shall be paid by the Owner or Occupant who has applied for the Gold Basin Industrial Park Special Area Permit.

P. WELLS AND GENERAL DRILLING. Oil and Mining Operations: No water wells may be drilled or maintained on any portion of the Gold Basin Industrial Park Special Area. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted within the Gold Basin Industrial Park Special Area, nor shall any oil wells, tanks, tunnels, derricks, boring apparatus, mineral excavations or shafts be permitted upon or in the Gold Basin Industrial Park Special Area, except that such excavation as may be required for site preparation to construct and/or operate improvements may be undertaken under strict supervision of the DRC, the U.S. Department of Energy and the Colorado Department of Public Health and Environment.

Q. WIRELESS TELECOMMUNICATION DEVICES AND STRUCTURES. Installation of wireless telecommunication devices and structures shall be required to comply with the requirements of the *Gunnison County Land Use Resolution* current at the time a business or industrial operation applies for a Gold Basin Industrial Park Special Area Permit to locate within the Gold Basin Industrial Park Special Area, and with any applicable regulation of the Federal Aviation Administration.

R. UTILITY CONNECTIONS: All utility connections, including all electrical and telephone connections and installation of wires to buildings, shall be placed underground from the nearest available power source. No transformer, electric, gas or other meter of any type of other apparatus shall be located on any power pole nor hung on the outside of any building, but shall be placed on or below the surface of the ground and where placed on the surface, shall be adequately screened and fenced and all installations shall be subject to the prior written approval of the DRC.

S. USE OF NAME: The name "Gold Basin Industrial Park Special Area" may not be used in the name of any Building or project on the Gold Basin Industrial Park Special Area, or in the name of any Owner other than Gunnison County, without the DRC's prior written consent.

T. EXCAVATION. No excavation of the subject property or any Leasehold Area therein shall be made except in connection with construction of an improvement, and upon completion, exposed openings shall be back-filled and disturbed ground shall be graded, leveled and restored to its original condition. Prior approvals shall have been obtained from the DRC for such excavation, specific compliance with Colorado Department of Public Health Regulations and approvals, and appropriate monitoring and mitigation procedures shall be followed.

U. NOISE-SENSITIVE USES. The northerly property line of the Gold Basin Industrial Park Special Area, and to some extent most of subject property, is adjacent or near an operating airport, which may produce noise. Sound-sensitive industries or individuals should consider sound attenuation measures in the design of their buildings.

V. IRRIGATION. Automatic irrigation systems shall be required for each Leasehold Area. Irrigation water shall be pumped from Gunnison County water lines. No Leasehold Area Owner shall draw or pump water from any pond in the Gold Basin Industrial Park Special Area for irrigation or any other purpose, and no sub-surface water shall be pumped or used under any circumstances.

SECTION 9: PROVISION OF UTILITIES.

Gunnison County shall provide adequate service lines and stubs to each Leasehold Areas so that street and sidewalk cuts will not be required in order to connect the proposed buildings with the sewer mains. The actual tap of the sewer main shall be accomplished in conformance with all applicable County or City of Gunnison standards, including those involving design and construction. To the greatest extent feasible, shared utility pedestals will be required for Leasehold Areas.

SECTION 10: BEGINNING AND COMPLETING CONSTRUCTION

After commencement of construction of any Improvement, the Owner shall diligently prosecute the construction thereof to the end that the Improvement shall not remain in a partly finished condition any longer than is reasonable necessary for completion thereof. All landscaping required to be provided on any Leasehold Area shall be

completed within 90 days after the substantial completion of the construction of any Buildings to be constructed on the Leasehold Area, provided, however, if weather conditions do not at such time permit, then the landscaping shall be completed as soon thereafter as weather conditions permit. Seasonal adjustments will also be allowed. If any Lessee fails to undertake and complete its landscaping within the time limit previously set forth herein, the DRC may, at its option, after giving the Owner 10 days written notice, undertake and complete the landscaping of the Leasehold Area in accordance with the landscaping plan. If the DRC undertakes and completes such landscaping because of the failure of the Lessee to complete the same, the cost of such landscaping shall be assessed against Owner, and if said assessment is not paid within 30 days after written notice of such assessment from the DRC, said assessment will constitute a lien on the Leasehold Area and may be enforced by the DRC

SECTION 11: MAINTENANCE.

A. GUNNISON COUNTY'S RESPONSIBILITIES.

1. **COMMON AREA MAINTENANCE.** Gunnison County shall maintain and repair all common areas and facilities located on the subject property. "Common Areas" shall include any mini-parks, and cut and fill slopes adjacent to Gold Basin Road, and all landscaped buffer areas between the interior street and Gold Basin Road.

2. **SNOW REMOVAL AND LANDSCAPING.** The cost of snow removal, irrigation, mowing, pruning, fertilizing, drainage pipes and flumes replacing and adding grass, flowers, shrubbery, trees, and other items on the common areas, medians, or right of ways.

B. LESSEE'S MAINTENANCE RESPONSIBILITY: Each Leasehold Area Lessee shall be responsible for the maintenance of their Leasehold Area to the boundaries and all improvements constructed thereon, including repair and maintenance of any utility lines which service said .

C. ALLOCATION OF MAINTENANCE COSTS AND PROPERTY TAXES. Gunnison County shall, from time to time, and at least annually, and at least 30 days in advance of the assessment date, prepare a budget for the Gold Basin Industrial Park Special Area, to determine the assessments payable by the Lessees to meet the common expenses, and allocate and assess such common expenses upon the Lessees, proportionately, according to the square feet under lease by each Lessee, with the community areas owned by Gunnison County excluded. Gunnison County shall advise all members promptly, in writing, of the amount of the assessment payable by each of them, respectively, as determined by Gunnison County and shall furnish copies of each budget on which such common expenses are based. The assessments levied by Gunnison County shall be used exclusively for the purposes of promoting the business of the Lessees, and their health, safety and welfare, and in particular, for the improvement and maintenance of any designated common areas or structures.

D. COMMON EXPENSES. The common expenses shall include, among other things:

1. **LIGHTS.** The cost of maintenance of lights, signs and similar amenities, if and when the same are constructed by Gunnison County.

2. **UTILITIES.** Utility expenses for the common areas or structures.

3. I**NSURANCE.** the cost of all insurance premiums on all policies of insurance required to be, or which have been obtained by Gunnison County pertaining to such common areas or structures.

4. **TAXES**. Any taxes and governmental assessments which are levied against the property, or any common areas or structures; and

5. **ADMINISTRATION.** The cost of administering and enforcing these *Regulations*, and the cost of defending and protecting the Gold Basin Industrial Park Special Area from adverse private or public action in the immediate area.

E. PAYMENT OF ANNUAL GENERAL ASSESSMENTS. All Lessees shall be obligated to pay the assessments assessed them by Gunnison County. The first annual assessment for each Leasehold Area shall be adjusted according to the number of days remaining in the calendar year. Each assessment shall be paid by the Lessee to Gunnison County in one or more installments on the date or dates fixed by Gunnison

County. Those Leasehold Areas that have not been leased by Gunnison County shall be exempt for the assessments created by these *Regulations*, although Gunnison County shall provide such additional funds as may be necessary in order to administer the common areas in the manner provided for and contemplated in these *Regulations*. Each Lessee of a Leasehold Area, by acceptance of a lease, consents and agrees to the foregoing and waives any rights to the contrary under applicable statutory law.

1. **NO WAIVER OF LIABILITY OR ASSESSMENTS.** No Lessee may exempt himself from liability for his assessment by waiver of the use or maintenance of any of the common areas, or by abandonment of his Leasehold Area.

2. **STATEMENT OF ASSESSMENTS.** Gunnison County shall promptly provide any Lessee or prospective Lessee so requesting he same in writing, a written statement of all paid or unpaid assessments or charges or penalties due with respect to the Leasehold Area leased or the be leased.

3. **DEFAULT IN PAYMENT OF ASSESSMENTS.** Any assessment installment which is not paid when due shall be delinquent. Each assessment installment not paid within 30 days after the due date shall be subject to a late charge established by Gunnison County not exceeding $250, and such assessment installment shall also bear interest from the date of delinquency at the maximum legal rate, but not exceeding 18 per cent per annum. Furthermore, should any assessment installment not be paid when due, the entire unpaid annual assessment shall, at the option of Gunnison County, become due, and may be collected forthwith, time being of the essence. Gunnison County may, bring an action at law against the Lessee, or consider the nonpayment an event of default under the lease, and take whatever remedies are afforded under the lease for such default.

4. **REIMBURSEMENT BY LESSEES.** In the event that Gunnison County determines that the need for maintenance, repair or reconstruction as provided for in these *Regulations* is caused through the willful or negligent act of a Lessee, his tenant, guests, or invitees and is not covered or paid by insurance, then the cost, both direct and indirect, of such maintenance, repair or reconstruction shall be added to and become a part of the assessment to which such owner is subject, and shall be due and payable immediately.

SECTION 12: AMENDMENT AND TERMINATION .

A. TERM. Unless earlier terminated, or extended, in accordance with this provision, and subject to any limitations set forth in this provision, these *Regulations* shall continue in full force and effect for a period of 20 years from the date of their initial approval by the Board. However, unless there shall be recorded in Gunnison County within one year before the end of such 20 year period an instrument directing the termination of these *Regulations* and approved by the Board, the Declaration shall be continued automatically without further notice for an additional period of 10 years, and thereafter for successive periods of 10 years each, unless with one year prior to expiration of any such 10 year period these *Regulations* are terminated as set forth in this Section.

1. **TERMINATION AND MODIFICATION.** These *Regulations*, and any provision contained herein, may be terminated, extended, modified or amended as to all or a portion of the Gold Basin Industrial Park Special Area upon approval by the Board.

B. AMENDMENT. The following process shall apply to an application for to amend these *Regulations*:

1. **INITIATION.** An amendment to these may be initiated by any of the following:

   a. **BOARD MOTION**. The Board may initiate an amendment by motion directing the Community Development Director to submit a proposed amendment and report to the Planning Commission for review and for further action pursuant to this Section.

   b. **PLANNING COMMISSION INITIATIVE**. The Planning Commission may initiate an amendment by submitting a written recommendation for proposed amendment to the Board.

   c. **COMMUNITY DEVELOPMENT DIRECTOR**. The Community Development Director may initiate an amendment by submitting a written recommendation for proposed amendment directly to the Board, or by first submitting it to the Planning Commission for review and recommendation to the Board.

d. **LESSEE**. An amendment may be initiated by any Lessee, by the submittal of an application to the Community Development Department.

2. **SUBMITTAL OF DRAFT AMENDMENT LANGUAGE**. Any initiative or application for amendment shall be submitted to the Community Development Department, and shall include at a minimum the following:

a. **IDENTIFICATION OF APPLICANT, IF RESIDENT- OR PROPERTY OWNER-INITIATED**. The applicant's name, address, and telephone number. If the applicant is to be represented by an agent, a notarized letter signed by the applicant shall also be submitted, authorizing the agent to represent the applicant and stating the representative's name, address, and phone number.

b. **PRECISE WORDING**. The precise wording of the proposed amendment, and the Section in which it is proposed to occur.

c. **RATIONALE FOR PROPOSED AMENDMENT**. A concise statement of the purpose and need for the proposed amendment.

1. **COMMUNITY DEVELOPMENT DEPARTMENT'S REVIEW**. The Community Development Department shall review the application for completeness for compliance with this Section.

2. **PLANNING COMMISSION REVIEW**. A complete copy of the application shall be forwarded to the Planning Commission, together with a copy of the Community Development Department's report. The Planning Commission shall review the application, considering the standards of this, and shall make a recommendation to the Board to approve, approve with modifications, or deny the proposed amendment.

3. **BOARD PUBLIC HEARING**. The Planning Commission's recommendations shall be forwarded to the Board, together with a complete copy of the application. and a copy of the Community Development Department's review. Should it deem to be in the best public interest, the Board may conduct a public hearing, providing public notice a minimum of 15 days prior to the date of hearing, and otherwise pursuant to applicable requirements of the *Gunnison County Land Use Resolution*.

4. **BOARD REVIEW AND ACTION.** The Board shall consider the application, any relevant support materials, the Planning Commission's recommendation, as applicable, public testimony and evidence given at a public hearing, and compliance of the application with these *Regulations.* Following closure of the public hearing, the Board may, by written resolution, adopt the amendments, adopt the amendments with modifications, or deny the amendments. Such resolution shall include findings that address the review following:

(a.) **REVIEW STANDARDS**. The decision to amend the text of the *Resolution* is at the legislative discretion of the Board and is not controlled by any one factor. The Board shall consider the following in determining whether to adopt a proposed amendment, adopt a proposed amendment with modifications, table it for further study or deny it:

(1.) **CONSISTENCY WITH ANY COMPREHENSIVE PLAN ADOPTED BY GUNNISON COUNTY**. Consistency of the proposed amendment with any applicable comprehensive plan adopted by Gunnison County;

(2.) **CHANGED CONDITIONS**. Changed conditions, including the economy of Gunnison County;

(3.) **EFFECT ON THE NATURAL ENVIRONMENT**. Effect of the proposed amendment on the natural environment;

(4.) **COMMUNITY NEEDS**. Community needs;

(5.) **DEVELOPMENT PATTERN**. Development pattern;

(6.) **CHANGES IN APPLICABLE LAW**. Changes in applicable law;

(7.) PUBLIC HEALTH, SAFETY AND WELFARE. Public health, safety and welfare;

(8.) COMPLIANCE WITH ANY APPLICABLE INTERGOVERNMENTAL AGREEMENTS ADOPTED BY GUNNISON COUNTY. Compliance with any applicable intergovernmental agreements adopted by Gunnison County.

SECTION 13: AVIGATION EASEMENT

Notice is hereby given that Leasehold Areas within the Gold Basin Industrial Park Special Area are located adjacent to an airport and in close proximity to the flight and approach paths associated with that airport. Gunnison County, in adopting these *Regulations*, hereby gives and grants an avigation easement for flight over these as necessary and appropriate for aeronautical operations at such airport on condition that all such operations are conducted safely and in compliance with all applicable Federal Aviation Administration regulations. Notice is hereby given that such aeronautical operations may cause noise or otherwise disturb the occupants the s within this area.

A. WAIVER OF CLAIMS. Any Lessee, in entering a lease agreement with Gunnison County for use of any Leasehold Area within the Gold Basin Industrial Park Special Area thereby waives, remises and releases any right or cause of action it may now have or which it may have in the future against the Gunnison County pertaining to or resulting from the passage of aircraft in the airspace above the Lessee's Leasehold Area. However, nothing stated in the foregoing waiver, grant and release shall release any other person, including, without limitation, any assignee, transferee, or successor of the Lessee, from any cause of action pertaining to or resulting from the operation of aircraft outside the scope of this Avigation Easement, or liability for damages to any person or property resulting from the unlawful or negligent operation of any aircraft above Grantor's Property.

SECTION 14: SEVERABILITY OF THESE *REGULATIONS*.

If any article, division, section, paragraph, clause, provision, or portion of these *Regulations* is determined to be unconstitutional or invalid by a court of competent jurisdiction, such determination shall not affect the validity of these *Regulations* as a whole or any part of these *Regulations* other than the part determined to be unconstitutional or invalid. If any application of these *Regulations* to a particular structure or Leasehold Area is determined to be unconstitutional or invalid by a court of competent jurisdiction, such determination shall not be applicable to any other structure, or Leasehold Area not specifically included or referenced in that judgment.

SECTION 15: MISCELLANEOUS PROVISIONS.

A. NO LIABILITY. Gunnison County and the DRC shall not be liable for any damage, loss, or prejudice suffered or claimed by any person on account of:

1. APPROVAL OR DISAPPROVAL OF PLANS. The approval or disapproval of any plans, drawing and specifications, whether or not in any way defective.

2. CONSTRUCTION OR IMPROVEMENTS. The construction of any improvement or performance of any work, whether or not pursuant to approved plans, drawings, and specification; or

3. LEASEHOLD AREA DEVELOPMENT. The development of any Leasehold Area within the subject property.

B. ALL LESSEES BOUND. Any person who now or hereafter leases or acquires in rights in any improvements on a Leasehold Area shall be deemed to have consented and agreed to every covenant, condition, restriction and easement contained in these *Regulations*, whether or not any reference to these *Regulations* is contained in the instrument by which such person acquired such interest or lease.

C. GUNNISON COUNTY HELD HARMLESS. Each and every Lessee shall, and hereby does, indemnify and hold harmless Gunnison County against and from any and all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation or maintenance of the Gold Basin Industrial Park Special Area or the improvements hereon, the use or possession of any Leasehold Area, or the conduct of any business or other activity on any part of the Gold Basin Industrial Special Area or any Leasehold Area

D. DESTRUCTION OF IMPROVEMENTS. In the event any building or other improvement on a Leasehold Area is damaged or destroyed in whole or in part, by any casualty, the Lessee shall immediately undertake to restore the same to a condition and conformity with the plans and specification most recently approved by Gunnison County with respect to such building or improvement. If such restoration is not completed within two years following the casualty, or if a new plan is not submitted, approved and completed in that timeframe, the lease is terminated and the Lessee loses all rights of use and occupancy.

E. ADDITIONS TO THE PROPERTY. Additional real property may be annexed to the Gold Basin Industrial Park Special Area, following which such additional real property shall become a part of the Gold Basin Industrial Park Special Area, and become subject to these *Regulations.* Said annexation shall be accomplished by filing of record in the Office of the Clerk and Recorder of Gunnison, an amendment to these *Regulations*, as applicable, or other instrument executed by Gunnison County. Upon the recordation of such instrument, the provisions of these *Regulations* shall extend to such additional real property. So long as the rights of any existing Lessee or Occupant are not impaired or restricted in any way as to the approved use or occupancy of their Leasehold Area, an amendment may contain such additions and modifications of these *Regulations* and other provisions as may be necessary to reflect the different character, if any, of the added property, or as the Board may deem appropriate in the development of such property, and as are not inconsistent with the general plan and scheme of these *Regulations*.

F. RUN WITH LAND. Each of the requirements of these *Regulations* shall operate as covenants running with the land for the benefit of the Gold Basin Industrial Park Special Area and each Leasehold Area, and shall inure to the benefit of Gunnison County and the Lessees thereof, their heirs, successors and assigns, and shall apply to and bind Gunnison County and the Lessees of any and all of the Leasehold Areas, their heirs, successors and assigns.

G. ASSIGNMENT. Due to the unique Deed Restrictions put on Gunnison County by the U.S. Department of Energy in relation to this property, Gunnison County's rights and obligations continue with the land and as such, Gunnison County's responsibilities under these *Regulations* cannot be assigned.

SECTION 16: NO PRECEDENT SET BY THIS DESIGNATION.

Neither the designation nor these *Regulations*, procedures or approvals hereunder shall be construed as a precedent for any other action.

SECTION 17: VIOLATIONS AND ENFORCEMENT.

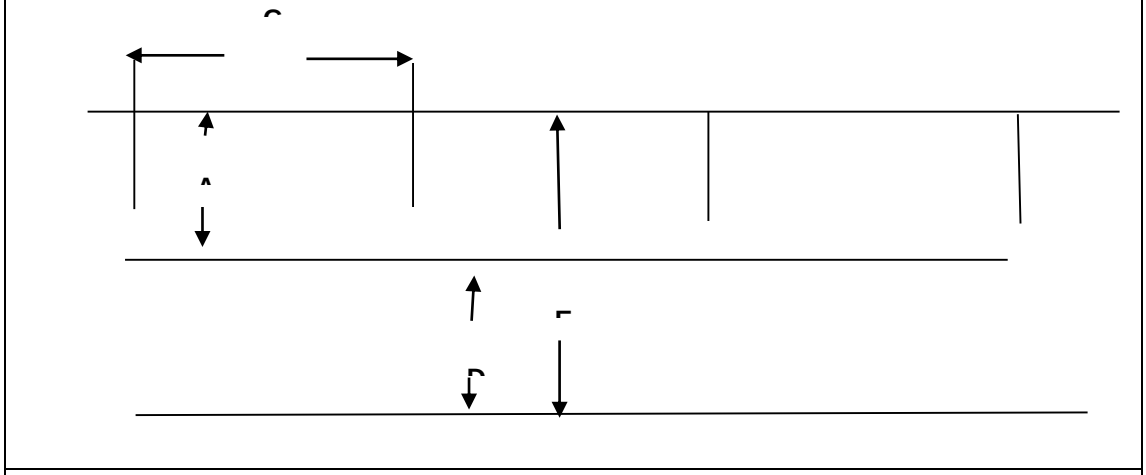
Failure to comply with any provision of these *Regulations* shall be deemed a violation of and shall be subject to enforcement pursuant to the *Gunnison County Land Use Resolution,* with the additional remedy that Gunnison County may terminate the Lessee's lease.

APPENDIX

Table 1: Minimum Parking Row and Aisle Dimensions

ANGLE	STALL WIDTH "A"	MINIMUM DEPTH "B"	CURB LENGTH "C"	AISLE WIDTH "D"	TOTAL DEPTH "E"
PARALLEL	8.0'	**N/A**	22.0'	12.0'	20.0'
30 DEG	8.0'	**16.0'**	16.0'	11.0'	27.0'
	8.5'	**16.4'**	17.0'	11.0'	27.4'
	9.0'	**16.8'**	18.0'	11.0'	27.8'
	9.5'	**17.3'**	19.0'	11.0'	28.3'
45 DEG	8.0'	**18.4'**	11.3'	14.0	32.4'
	8.5'	**18.7'**	12.0'	13.5'	32.2'
	9.0'	**19.1'**	12.7'	13.0'	32.1'
	9.5'	**19.4'**	13.4'	13.0'	32.4'
60 DEG	8.0'	**19.7'**	9.2'	19.0'	38.7'
	8.5'	**20.0'**	9.8'	18.5'	38.5'
	9.0'	**20.3'**	10.4'	18.0'	38.3'
	9.5'	**20.5'**	11.0'	18.0'	38.5'
90 DEG	8.0'	**20.'**	8.0'	26.0'	44.0'
	8.5'	**20.0'**	8.5'	25.0'	43.0'
	9.0'	**20.0'**	9.0'	24.0'	42.0'
	9.5'	**20.0'**	9.5'	24.0'	42.0'

PARALLEL PARKING SPACE DIMENSIONS



ANGLE PARKING SPACE DIMENSIONS

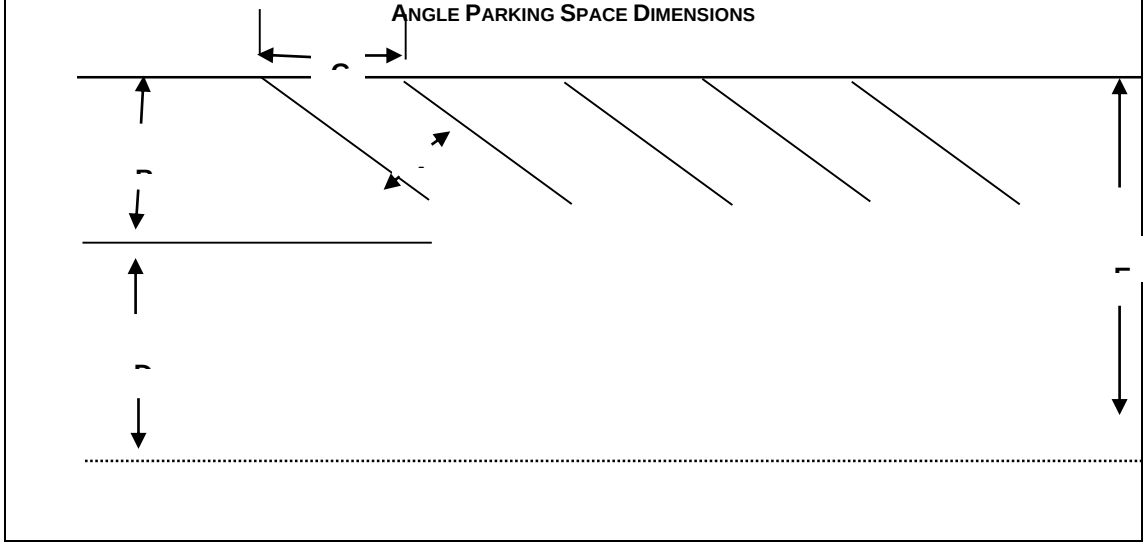


Table 2: Off-Street Parking Standards

• Light industrial or business	1 space per 500 s.f. or 1 space per employee, whichever is greater, plus 1 space for each company vehicle stored on the premises
• Warehouse	1 space per 1,000 s.f. or 1 space per employee whichever is greater, plus 1 space for each company vehicle stored on the premises
• Community buildings; Government • administrative facilities, services and buildings	1 space per 300 s.f, or 1 space per employee, whichever is greater, plus 1 space for each company vehicle stored on the premises
Floor area shall be measured as gross floor area within a building, exclusive of mechanical rooms, closets or storage areas and kitchen spaces, unless specifically stated otherwise. Where parking requirement is on a per employee basis, employment shall reflect the maximum number on any single shift.	

Table 3: Maximum Permissible Noise Levels for Business, Commercial and Light Industrial Uses

IMPACTED LAND USES	*ALLOWABLE DECIBEL LEVELS BY TIME OF DAY*	
	6:00 A.M. TO 7:00 P.M.	*7:00 P.M. TO 6 A.M.*
COMMERCIAL	*60 db (A)**	*55 db (A)**
LIGHT INDUSTRIAL	*80 db (A)**	*65 db (A)**
CAMPGROUNDS	50 db (A)*	45 db (A)*
RESIDENTIAL	50 db (A)*	40 db (A)*

H&H TOWING
GUNNISON, CO

03/26/2023

Amendment Application Subjects:

A. Applicant:
H&H Towing and Auto Repair Inc.
203 W. US Highway 50
Gunnison, CO 81230
970-641-2628
Office@hhtowing.com

Managing Representatives:
Jason Navidi
Zachary Trafton

B. Proposed Amendments: Please amend section 5 to include "Overflow Vehicle Impound Lot" in the "Permitted Uses on Leasehold Areas" section.

C. **H&H Towing** is the largest and longest established towing company in the Gunnison area. We are contracted for towing services with numerous major automobile insurance companies, and all local city, county, state and federal law enforcement agency branches in the Gunnison area. Within these contracts we are required to recover, tow, impound or store vehicles in various conditions for variable amounts of time. These vehicles are required to be stored "securely" behind a fence to protect the vehicles and the property contained within. In some cases these vehicles are evidence in civil or criminal proceedings. The proposed use of this lot would be for holding these specific vehicles securely until their corresponding destiny is realized. At no time will these vehicles be entered into the lot without the intention of swift removal. Some of the government agencies we tow and impound vehicles for include:

Gunnison County Sheriff, Saguache County Sheriff, Hinsdale County Sheriff
Gunnison Police Department (Neighborhood Services), Colorado State Patrol / CDOT
National Forest Service, National Park Service, Bureau of Land Management
Western State University Security, Crested Butte Marshal, Mt Crested Butte Police
Gunnison County Airport, Gunnison County Public Works

At no time will this lot be used for dismantling, crushing or actual recycling of any motor vehicles or parts. All recycling operations are completed at a third party facility not on the premises or in the Gunnison area. There are no facilities in Gunnison County that offer vehicle dismantling or scrap services. Vehicle parts or bodies must be transported to Montrose or further away.

H&H TOWING
GUNNISON, CO

The vehicles that will be held in this facility are collected from the Gunnison Community. They are involved in accidents, they are abandoned on city streets, county roads. H&H Towing is required by contract to remove these vehicles as a service to the public and must maintain custody of these vehicles until they are legally released or removed from the premises. Unclaimed vehicles must undergo a 30-60 day abandoned vehicle process required by Colorado state law. These vehicles need somewhere to wait those 30-60 days. Automobile insurance companies can take 10-60 days to process insurance claims for vehicles that may be repairable or may be considered "total loss." These vehicles must also have a secure place to wait until they are moved to a repair facility or are transported to a recycling or auction facility off site.

Review Standards:

Environmental: There will be no negative impact on the natural environment as no measurable amounts of hazardous chemicals will be left or distributed in the area. No more than would be dropped, spilled or left by a warehouse or trucking terminal in normal use.

Community Needs: The community is in dire need of the services H&H Towing provides for nuisance vehicle removal. Public safety and welfare is improved as well by removal of vehicles from city streets, county roads and public highways. We serve tens of thousands of customers from the area every year. We also provide vehicles to the local police departments and fire department for training use every year.

Leasehold area Location: 49 Basin Park Drive "AKA Fedex Lease"

1. **Project Description:** See attached letter to Gunnison County Commissioners.
2. **Business Operation:** See attached letter to Gunnison County Commissioners
3. **Number of Employees:** H&H Towing currently operates with 7 employees and plans to add 1-2 employees if this application is approved.
4. **Regular Business Hours**: Monday Through Friday 8am to 5pm (After hours by Appointment)
5. **No structures proposed**
6. **Traffic**: Tow trucks; average of 5 trips or less per day to access the space and retrieve or deliver vehicles for staging.
7. **Site Plan:** No changes to the existing fencing, layout or site are proposed.
8. **Lighting:** No changes to existing lighting systems are proposed
9. **Drainage:** No changes to existing drainage patterns are proposed
10. **Landscaping Plan**: No changes to current landscaping are proposed. Snow plowing and storage for snow piles are planned for the south facing fence line.
11. **Lease Agreement**: Lease agreement pending based on approval of application by Gunnison County

203 W. US 50
Gunnison, CO 81230
P:970-641-2628
F:970-641-2630
www.hhtowing.com