

# Table of Contents

1 Agenda 9-3-2024	9
2 Liquor License Black Mesa Lodge	11
1 Agenda Item - Liquor License Renewal Completed Form	11
2 Black Mesa Lodge LLC	12
3 August 20, 2024 BOCC Minutes	18
1 Agenda Item - Draft BOCC Minutes; 8_20_24 Completed Form	18
2 20240820mn	19
2.1 August 20, 2024	19
2.2 1. The project is in Crested Butte South, a designated Special Geographic Area, and	30
2.3 2. Parcels within Crested Butte South are governed by the Crested Butte South Special Area Regulations and Commercial Area Master Plan (CAMP), and	30
2.4 3. The subject property will receive domestic water and sewer services from the Crested Butte South Metro District	30
2.5 4. The purpose of the Special Area designation and the CAMP, described in CAMP Section 1.2 Purpose is to simplify the LUR review and approval, to promote a compact commercial and business development pattern, to protect the environment, public health,...	30
2.6 ...CB South Village Center is the community's cultural and social focal point that also provides for economic vitality including desired and needed businesses: a diversity of housing types; a variety of public spaces that encourage social and community ...	30
2.7 5. The CAMP addresses the transition from single family residential development to commercial and mixed-use development in CAMP Section 8.3.A:	30
2.8 All Single-Family Dwelling owners in the Village Center Perimeter Lots are aware they have built or will be building in an area envisioned for commercial, mixed-use and multiple-family dwellings, with activity, noise, parking areas, smells, traffic, I...	30
2.9 WHEREAS, the Application shall comply with the Administrative Impact Review standards of LUR Section 5-103:A.General Standards:	30
2.10 1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.	30
2.11 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.	30
4 Schedule	33
1 Board of County Commissioners	33
1.1 1. BOCC Regular Meeting	33
1.2 2. Mayors & Managers Meeting - Hosted by Gunnison School District	33
1.3 3. BOCC Work Session	33
1.4 4. BOCC Regular Meeting	33
1.5 5. Joint Public Hearing for LUC-24-00020	33
1.6 6. BOCC Work Session	33
1.7 7. Elected Officials and Managers Dinner and Meeting	33
1.8 8. BOCC Regular Meeting	33
1.9 9. Mayors & Managers Meeting - Hosted by Gunnison County	33

1.10	10. BOCC Work Session	33
1.11	11. BOCC Regular Meeting	33
1.12	12. BOCC Work Session	33
2	Gunnison County Organization	33
2.1	1. Holiday - Labor Day - Offices Closed	33
3	Gunnison-Hinsdale Board of Human Services	33
3.1	1. Gunnison-Hinsdale Board of Human Services Meeting	33
4.1	Draft 2025 Holiday Schedule	34
1	Agenda Item - Draft 2025 Gunnison County Holiday Schedule Completed Form	34
2	2025 Gunnison County Holiday Schedule	35
5.1	CA#1; Contract No 2025-0120	36
1	Agenda Item - 2025_0120 Amendment #1 Completed Form	36
2	CDPHE_820-20250120_Am	37
2.1	CONTRACT AMENDMENT #1	37
2.2	These provisions are to be read and interpreted in conjunction with the provisions of the Contract specified above.	41
2.3	Exhibit D, Grant Federal Provisions	53
3	Task Order 20250120	61
3.1	1. Gunnison_OC 2025-0120 1st Pg.docx.pdf	61
3.2	2. Gunnison_OC 2025-0120 Main Body.docx.pdf	62
3.3	3. Gunnison_OC 2025-0120 Sig Pg.docx.pdf	63
3.4	4. Gunnison_OC 2025-0120 Add Prov Ex A.docx.pdf	64
3.5	5. Gunnison_2025-0120 OC SOW Rev Ex B.docx.pdf	66
3.6	6. Gunnison_OC 2025-0120 Budget Ex C.pdf	76
3.7	7. 2025-0120 OC Fed Prov Ex D.docx.pdf	77
3.7.1	SAM Unique Entity ID (UEI): NSN9FAGKEDJ9	77
4	Master Task Order 23 FAA 00023, HHS, 5-year contract	81
4.1	23FAA00023 1_Cover Page Gunnison.docx	81
4.2	23FAA00023 2_Signature Page Gunnison.docx	82
4.3	23FAA00023 3_Gunison County Department of Health Main Body.docx	83
4.3.1	EXHIBIT A	112
4.3.2	ADDITIONAL PROVISIONS	112
4.3.2.1	To Master Task Order Contract Dated **/**/**** Task Order Routing Number ** *** *****	112
4.3.3	1. PURPOSE	121
4.3.4	2. DEFINITIONS	121
4.3.5	3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE	121
4.3.6	4. OBLIGATIONS OF COVERED ENTITY	126
4.3.7	5. TERMINATION	126
4.3.8	6. INJUNCTIVE RELIEF	127
4.3.9	7. LIMITATION OF LIABILITY	127
4.3.10	8. DISCLAIMER	127
4.3.11	9. CERTIFICATION	127
4.3.12	10. AMENDMENT	127
4.3.13	11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS	128
4.3.14	12. INTERPRETATION AND ORDER OF PRECEDENCE	128

4.3.15	13. SURVIVAL	128
4.3.16	1. PURPOSE	129
4.3.17	2. ADDITIONAL TERMS	129
5.2	Ack of CM Sig; Bid; ARS Companies	130
1	Agenda Item - Ack; ARS Companies Bid Completed Form	130
2	CR48Milling	131
5.3	Amend #1; PSA; MGT of America Consulting	132
1	Agenda Item - Agreement with MGT for Cost Allocation Report Completed Form	132
2	Gunnison Co - Extension - Amendment 1 - 8.13.24 (V3) PE	133
3	COMPLETE, 6 - consent 13 - Prof Svcs Agreement, MGT of America Consulting	135
5.4	IGA; Chaffee County; Borrowing Equipment	149
1	Agenda Item - Equipment Sharing IGA with Chaffee County Completed Form	149
2	Equipment IGA Chaffee CAO (1)	150
2.1	INTERGOVERNMENTAL AGREEMENT	150
2.2	FOR EMERGENCY LENDING AND BORROWING OF EQUIPMENT	150
2.3	THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) made effective on this ____ day of _____, 2024, between the COUNTY OF CHAFFEE, STATE OF COLORADO, who shall hereinafter be referred to as “Chaffee County” and the COUNTY OF GUNNISON, STATE OF COL...	150
2.4	RECITALS	150
2.5	WHEREAS, pursuant to the Colorado Constitution, Article XIV, Section 18(2.a.) and C.R.S. § 29-1-201, et seq., any political subdivision of the State of Colorado may cooperate or contract with one another to provide any function, service or facility I...	150
2.6	WHEREAS, Chaffee County and Gunnison County desire to enter into an Intergovernmental Agreement to provide backup equipment for unforeseen needs in the interest of maintaining continuity of governmental operations; and	150
2.7	WHEREAS, Chaffee County and Gunnison County desire to enter into an Intergovernmental Agreement for mutual lending and borrowing of equipment on a temporary emergency basis; and	150
2.8	WHEREAS, Chaffee County and Gunnison County deem such Agreement to be in the best interests of each of their inhabitants;	150
2.9	NOW, THEREFORE, Chaffee and Gunnison County in consideration of the agreements and covenants set forth herein, do hereby enter into this Agreement for temporary mutual emergency lending and borrowing of equipment.	150
2.10	SECTION I	150
2.11	DEFINITIONS	150
2.12	For purposes of this Agreement, the following definition shall apply:	150
2.13	“Equipment” shall mean all machinery, tools and vehicles owned or leased by either Chaffee or Gunnison and used for road and bridge construction, repair, and maintenance, and landfill operations, including but not limited to: Asphalt pavers, rollers, ...	150
2.14	“Lending Period” shall mean that period of time during which equipment is borrowed by one party from another party.	151
2.15	SECTION II	151
2.16	TERM OF AGREEMENT	151
2.17	THIS AGREEMENT shall continue in perpetuity until terminated in accordance with Section IV below.	151
2.18	SECTION III	151
2.19	TERMS OF LENDING AND BORROWING	151

2.20	Gunnison County and Chaffee County agree to the following terms for lending and borrowing equipment:	151
2.21	1. Borrowing equipment shall be arranged in advance and on a temporary basis, not to exceed a period of ninety (90) days without the express advance written permission of the lending county.	151
2.22	2. Lending equipment is discretionary for each of the Counties given the needs and resources of the Counties at the time. Accordingly, the parties retain the discretion to refuse to lend equipment requested by the other party.	151
2.23	3. During the lending period, the borrowing county shall operate, secure and maintain the borrowed equipment using recognized industry practices. Consistent with such practices, the borrowing county shall otherwise keep the borrowed equipment in good...	151
2.24	4. Routine maintenance and repairs of equipment during the lending period will be the responsibility of the borrowing party, unless the repairs are for a preexisting condition of the equipment which will be the responsibility of the equipment owner.	151
2.25	5. The borrowing County will add the equipment to its applicable insurance policies during the lending period to the extent reasonable and necessary.	151
2.26	6. The fee for use will be based on the most current FEMA Schedule of Equipment Rates or otherwise negotiated in writing and charged off the hour meter of the equipment. Any loaned staff will be charged at their fully loaded cost rate from their dispa...	151
2.27	SECTION IV	151
2.28	TERMINATION	151
2.29	This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.	151
2.30	SECTION V	151
2.31	RESPONSIBILITIES	151
2.32	Equipment: Each party is responsible for providing equipment free of any known defect, fully operational for its intended use, and adequately maintained according to industry standards.	151
2.33	Employees: Each party is responsible for payment of workers' compensation benefits to its own respective employees for injuries sustained within the scope of employment.	152
2.34	Damage to Borrowed Equipment: All borrowed equipment shall be fully insured by the owner to include coverage for any damage sustained while in the possession of the other party. In the event insurance is not available, the parties agree to negotiate ...	152
2.35	Property damage or personal injury to third parties: Each party remains responsible for the acts or omissions of its employees to the extent those acts or omissions cause property damage or personal injury to third parties.	152
2.36	SECTION VI	152
2.37	NO WAIVER OF GOVERNMENTAL IMMUNITY	152
2.38	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...	152
2.39	SECTION VII	152
2.40	NON-ASSIGNABILITY	152
2.41	Neither party shall assign, sublet or transfer this Agreement or any interest therein to any other party without the prior written consent of both parties to this Agreement, which consent shall not be unreasonably withheld.	152
2.42	SECTION VIII	152

2.43	BINDING EFFECT, RELATIONSHIP OF PARTIES, ASSIGNMENT	152
2.44	Each and every clause and covenant of this Agreement shall extend to, benefit , and bind the successors and assigns of the parties hereto respectively. The parties enter into this Agreement as separate, independent governmental entities and shall mai...	152
2.45	SECTION IX	152
2.46	EXECUTION OF THIS AGREEMENT	152
2.47	This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement....	153
2.48	SECTION X	153
2.49	INFORMATIONAL OBLIGATIONS.	153
2.50	Each party shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity...	153
2.51	SECTION XI	153
2.52	AMENDMENTS	153
2.53	Any and all modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and non-binding unless set forth in writing and signed by both parties hereto.	153
2.54	SECTION XII	153
2.55	NO CONSTRUCTION AGAINST DRAFTING PARTY	153
2.56	Gunnison County, Chaffee County 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.	153
2.57	IN WITNESS WHEREOF the parties hereto agree to the foregoing Agreement.	153
2.58	APPROVED on _____, 2024 by Chaffee County Board of County Commissioners.	153
2.59	COUNTY OF CHAFFEE,	153
2.60	ATTEST: STATE OF COLORADO	153
2.61	_____	154
2.62	Deputy Clerk Chairperson	154
2.63	APPROVED on _____, 2024 by Gunnison County Board of County Commissioners.	154
2.64	BOARD OF COUNTY COMMISSIONERS	154
2.65	OF COUNTY OF GUNNISON,	154
2.66	By: _____	154
2.67	Jonathan Houck, Chairperson	154
2.68	ATTEST:	154
2.69	_____	154
2.70	Deputy Clerk	154
5.5	West Central Public Health Partnership Grant Application	155
1	Agenda Item - Grant Application OPHP Rapid Funding Completed Form	155
2	Gunnison County WCPHP OPHP Budget Rapid	156
2.1	12 month Budget Template	156
2.2	Narrative	168

5.6 Amend #1; Impaired Driving Grant; Contract No 24-HTS-ZL-00208	174
1 Agenda Item - Impaired Driving grant Completed Form	174
2 Envelope_Created_CDOT_-_GUNNISON_COUNTY_4910	175
2.1 Year 1 / FY 24 Description	177
2.2 Year 1 / FY 24 Subrecipient Responsibilities	177
3 COMPLETE, 5 - consent 15 - CDOT Subaward Agreement	184
3.1 1. PARTIES	186
3.2 2. TERM AND EFFECTIVE DATE	186
3.3 3. DEFINITIONS	187
3.4 4. STATEMENT OF WORK AND BUDGET	189
3.5 5. PAYMENTS TO SUBRECIPIENT	189
3.6 6. REPORTING - NOTIFICATION	191
3.7 7. SUBRECIPIENT RECORDS	192
3.8 8. CONFIDENTIAL INFORMATION - STATE RECORDS	193
3.9 9. CONFLICTS OF INTEREST	194
3.10 10. INSURANCE	194
3.11 11. BREACH OF AGREEMENT	196
3.12 12. REMEDIES	196
3.13 13. DISPUTE RESOLUTION	197
3.14 14. NOTICES and REPRESENTATIVES	197
3.15 15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION	198
3.16 16. GENERAL PROVISIONS	198
3.17 17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)	200
3.18 Description	203
3.19 Grantees Responsibilities	203
3.19.1 Reporting Frequency: The Office of Transportation Safety HSO requires three types of reports in conjunction with highway safety projects:	219
3.19.2 Quarterly Reports: These are to be submitted quarterly and are due within twenty (20) calendar days after the end of the reporting calendar quarter as follows:	219
3.19.3 Fourth and Final Report: The fourth quarter and final report can be combined. These are to be submitted within 45 days of contract completion , which is no later than November 15. Final reports are to be detailed and must describe whether the project ...	219
5.7 Lexis Nexis Subscription Agmt	220
1 Agenda Item - Lexis Nexis Subscription Agreement for CAO Completed Form	220
2 Gunnison County Attorneys Office- 4256BNVNQ	221
3 2023-192 CAO Lexis Nexis Subscription Agreement	225
5.8 WCPHP Behavioral Health Landscape Analysis Grant Application	231
1 Agenda Item - OPHP PBG Grant Application Completed Form	231
2 Gunnison County WCPHP_FY25_OPHP PBG Budget	232
2.1 12 month Budget Template	232
5.9 CA; Quote Q-1492375; Samsara Inc	244
1 Agenda Item - Samsara Contract Amendment and Extension Completed Form	244
2 Gunnison County - PubSec Samsara (1)	245
3 Signed Samsara doc_	251
5.10 Provider Agmt; RE1J School District	258

1	Agenda Item - MOU with school district Completed Form	258
2	County Juvenile Services MOU - Signed	259
6.2	2025 Final Budget Approval Scheduling Discussion	265
1	Agenda Item - Discuss 2025 Final Budget Approval Schedule Completed Form	265
2	Memo on Budget Deadlines	266
6.3	Grant Agmt; Valley Housing Fund	267
1	Agenda Item - Valley Housing Fund Grant Contract Completed Form	267
2	VHF Grant Agreement Gunnison County	268
2.1	1. The grant is to be used exclusively for the project or purposes described in the above paragraph. Any part of the grant funds not so used, or otherwise used in violation of this agreement, must be returned promptly to the Valley Housing Fund. If gr...	269
2.2	2. Upon our receipt of a duly signed copy of this letter agreement and the required ACH information, the grant payment will be remitted to you (or a person or entity you designate) electronically on a date and time mutually agreed to by you and the Va...	269
2.3	3. No part of the grant may be used (a) to carry on propaganda or otherwise attempt to influence legislation (within the meaning of section 4945(d)(1) of the Internal Revenue Code), or (b) to attempt to influence the outcome of any specific public ele...	269
2.4	4. Within one year of payment of the grant funds and each year thereafter until completion of the project, we will contact you to obtain a report from Gunnison County covering the manner in which all grant funds were spent and the progress made in acc...	269
2.5	5. We require that the Valley Housing Fund is listed as a partner, contributor, and/or supporter of this project in press releases, public outreach, or other appropriate channels. The VHF logo has been shared with Gunnison County for this purpose.	270
2.6	6. By accepting the grant, you affirm that, within your defined area of operation, your operating policies are inclusionary and non-discriminatory.	270
2.7	7. The grant is being made in reliance upon your business classification as in good standing in your state of registration and with the IRS. You will immediately inform us and cease expenditure of any grant funds upon any change or challenge to such s...	270
2.8	8. This letter agreement will be governed by the laws of the State of Colorado. Your acceptance of the terms and conditions of the grant should be indicated below by signature the officers who are, under your bylaws and the law governing you, authoriz...	270
7	CCI Legislative Committee Designated Voter	272
1	Agenda Item - CCI Legislative Committee Designated Voter Completed Form	272
2	CCI Leg Designated Committee Email	273
3	Designation-Form	274
8	June 2024 YTD Sales and Local Marketing Tax	275
1	Agenda Item - June 2024 YTD Sales and LMD Taxes Completed Form	275
2	06.2024 BOCC Sales Tax	276
2.1	06.2024 BOCC Sales Tax.pdf	276
2.1.1	pg1.pdf	276
2.1.2	pg2.pdf	277
2.1.3	pg3 YTD industry comparison.pdf	278
2.1.4	pg4 Taxes by Industry green bar graph v2.pdf	279
2.1.5	pg5 taxes by industry and juris.pdf	280

2.2 pg6-7 LMD.pdf	281
9 LUC-24-00002; St Andrews LLC; Condominium Plat	283
1 Agenda Item - LUC-24-00002 St. Andrews LLC Condominium Plat Completed Form	283
2 BOCC Packet_LUC-24-00002	284
2.1 BOCC Packet_LUC-24-00002.pdf	1
2.1.1 LUC-24-00002_Condo Replat.pdf	285
2.1.1.1 23053DanCondoMar24.pdf	285
2.2 BOCC Memo_LUC-24-00002.pdf	284
10 LUC-24-00033; Lacy Construction Co; Lot Cluster	287
1 Agenda Item - LUC-24-00033 Lacy Construction Lot Cluster Completed Form	287
2 BOCC Packet_LUC-24-00033	288
2.1 BOCC Memo_LUC-24-00033.pdf	288
2.2 Exhibit A. Site Plan.pdf	289
2.3 Exhibit B. Lot Cluster Agreement.pdf	290
11 Library District Request	293
1 Agenda Item - Library District Request Completed Form	293
2 Library District Request	294
3 00750911	295
4 00750775	296

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

**DATE:** Tuesday, September 3, 2024

**Page 1 of 2**

**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 #26-54026-0000; Black Mesa Lodge LLC dba Black Mesa Lodge; 9/6/2024 to 9/6/2025
- Adjourn

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

8:31 am

- Call to Order; Agenda Review
- Minutes Approval
  1. August 20, 2024 Regular Meeting
- Scheduling
  1. Draft 2025 Gunnison County Holiday Schedule
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
  1. Contract Amendment #1; Contract No. 2025\*0120; Health and Human Services; 7/1/2024 to 6/20/2025; \$0 – Updating contract documents for FY25
  2. Acknowledgement of County Manager's Signature; Bid; ARS Companies; County Road 48 Milling; Public Works; \$71,441.50
  3. Amendment #1; Professional Services Agreement; MGT of America Consulting, LLC; FY 2023 Cost Allocation Plan; 2/9/2024 to 10/31/2024; \$5,900
  4. Intergovernmental Agreement; County of Chaffee; Emergency Lending and Borrowing of Equipment; Public Works
  5. Grant Application; West Central Public Health Partnership; Health and Human Services; 8/1/2024 to 9/30/2024; \$9,998
  6. Impaired Driving Grant; Amendment #1; Contract No 24-HTS-ZL-00208; 10/1/2023 to 9/30/2025; \$257,891.08
  7. Subscription Agreement; Lexis Nexis; County Attorney's Office; 1/1/2025 to 12/31/2025; \$4,464
  8. Grant Application; WCPHP Behavioral Health Landscape Analysis and Public Health Capacity Assessment; Health and Human Services; 10/1/2024 to 9/30/2025; \$50,000
  9. Contract Amendment; Quote Q-1492375; Samsara Inc; Public Works; 8/5/2024 to 8/15/2024; \$3,565.84
  10. Provider Agreement; RE1J School District; Juvenile Services; 9/3/2024 to 6/30/2025; \$50,000

8:35 am

- County Manager's Reports
  1. Delegation of signing authority to County Manager for paving contract with United Companies
  2. 2025 Final Budget Approval Scheduling Discussion

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

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

**DATE:** Tuesday, September 3, 2024

**Page 2 of 2**

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

3. Grant Agreement; Valley Housing Fund; Whetstone Community Housing Development; Community and Economic Development; \$100,000

8:40 am

- Colorado Counties, Inc. Steering Committees Legislative Committee Designated Voter

8:45 am

- Sales and Local Marketing Tax

8:50 am

- Condominium Plat; LUC-24-00002; St. Andrews LLC

8:55 am

- Lot Cluster; LUC-24-00033; Lacy Construction Company Ltd.

9:00 am

- Library District Request for Ministerial Action to Refer Ballot Issue for the November 5, 2024 Coordinated General Election to Increase Ad Valorem Property Taxes

9:05 am

- **Unscheduled Public Comment:** Limit to 5 minutes per item. No formal action can be taken at this meeting.
- **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- **Adjourn**

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

**ZOOM MEETING DETAILS:**

Join Zoom Meeting: <https://us02web.zoom.us/j/89798905619>

One tap mobile

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

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

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

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

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

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

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Black Mesa lodge LLC

**Fiscal Impact:**

**Submitted by:** Kathy Simillion, County Clerk

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 8/29/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/29/2024

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/3/2024

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**GUNNISON COUNTY**

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

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

**LICENSE TYPE**

**ALCOHOL BEVERAGE LICENSE #26-54026-0000**  
to sell/serve malt, vinous, spirituous liquor for (on the)-premises  
consumption in the County of Gunnison, Colorado.

**BLACK MESA LODGE LLC DBA BLACK MESA LODGE  
100 CORRAL GULCH RD  
GUNNISON, COLORADO 81230**

Fee \$100.00

Effective Dates: 09.06.2024 – 09.06.2025

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*      8-22-24  
Gunnison County Clerk      Date      Board of County Commissioners      Date  
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**

1707 Cole Blvd, Suite 300

Lakewood, CO 80401

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

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>26-54026-0000</b>	License Expires at Midnight <b>September 06, 2025</b>
License Type <b>HOTEL &amp; RESTAURANT (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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

In testimony whereof, I have hereunto set my hand. 8/22/2024 LH

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Heidi Humphreys*

Heidi Humphreys, Executive Director

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

JUL 15 2024

Submit to Local Licensing Authority

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

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	\$
<b>Amount Due/Paid</b>	<b>\$ 625</b>

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      Uploaded to Movelt on Date   
 Paid Online

**Licensee Name**  
 BLACK MESA LODGE LLC

**Doing Business As Name (DBA)**  
 BLACK MESA LODGE

**Liquor License Number**      **License Type**  
 26-54026-0000      Hotel & Restaurant (county)

**Sales Tax License Number**      **Expiration Date**      **Due Date**  
 26540260000      09/06/2024      07/23/2024

**Business Address**

**Street Address**      **Phone Number**  
 100 CORRAL GULCH RD      9705960390

**City, State, ZIP Code**  
 Gunnison CO 81230

**Mailing Address**

**Street Address**  
 PO BOX 132

**City, State, ZIP Code**  
 Crawford CO 81415

**Email**  
 tom6972@msn.com

**Operating Manager**      **Date of Birth**  
 Tom McLeod      04-23-1953

Name (Individual/Business)

Black Mesa Lodge

Social Security Number/Tax Identification Number

522-84 4653

Home Phone Number

—

Business/Work Phone Number

970 596-0390

Street Address

100 Coral Gulch Rd

City

Gunnison

State ZIP Code

CO

81230

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

Tom McLeod

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

Tom McLeod

5-22-24

**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).

**Home Address**

Street Address		Phone Number
City	State	ZIP Code

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

Tom McLeod

Title

owner

Signature

Tom McLeod

Date (MM/DD/YY)

05-23-24

**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

Signature

Heather Simillion

Attest

Shey McWilliam

Date (MM/DD/YY)

7-15-2024

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

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**Agenda Item:** Draft BOCC Minutes; 8/20/24

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**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Draft BOCC Minutes; 8/20/24

**Fiscal Impact:**

**Submitted by:** Holly Perry

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\Hperry

Discharge Date: 8/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 9/3/2024

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
August 20, 2024**

The August 20, 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 8:30 am.

**CONSENT AGENDA:** **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve. Motion carried unanimously.

- 1. Alcohol Beverage License #03-14906; Almont FBF Holdings LLC dba Almont Resort; 9/29/24 to 9/29/25
- 2. Special Event Liquor Permit #4-2024; CB South Property Owners Association; 8/24/2024 from 3:00 pm to 7:00 pm

**ADJOURN:** Commissioner Houck adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:30 am.

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

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

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

**MINUTES APPROVAL:** **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the August 6<sup>th</sup> Regular Meeting minutes as amended. Motion carried unanimously.

- 1. August 6, 2024
  - Under Commissioner Smith Commissioner Items #3 she would like to read "...have more business activity in unincorporated areas," and "...legislative session that would bring in more meaningful revenue to the County."
  - Under Commissioner Smith Commissioner Items #7 it should read "up to \$1,500."
  - Under the GBIP for H&H Commissioner Houck would like it to state "allow other towing business uses."

**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. Small Dollar Grant Award; Colorado Division of Aeronautics Discretionary Aviation Grant Resolution; Gunnison – Crested Butte Regional Airport; \$16,052.40
- 2. Grant Award; Daniel’s Fund; Gunnison County Substance Abuse Prevention Project; Grant ID R-2405-26713; August 15, 2024 to August 14, 2025; \$50,000
- 3. Trade Contractor Agreement; K&K Concrete; Facilities; 8/19/2024 to 12/31/2024; \$772,115
- 4. Grant Application; Gary Community Venture Team; Gunnison-Hinsdale Early Childhood Council; 11/2/2024 to 10/31/2026; \$55,000
- 5. Internet Service; Visionary Broadband; Sawtooth Workforce Housing; Facilities; 3 years; \$31,128 per year
- 6. Annual Certification; Personal Identifying Information; Health and Human Services
- 7. Retention Letter re: McCloud Placer; SGR, LLC; County Attorney’s Office; Hourly fee based on work completed
- 8. Professional Services Agreement; Center for Energy and Environment; Community and Economic Development; 8/20/2024 to 12/31/2024; \$10,850
- 9. Road Project Agreement; 24-RO-11021500-059; USDA, Forest Service, White River National Forest; 8/20/2024 to 7/28/2026; \$15,000

**COUNTY MANAGER’S REPORTS:**

- 1. Quit Claim Deed; Gunnison County Housing Authority; Lots 1, 2, 3, 4, 5, and 6, Block 137, City of Gunnison – CM Birnie relayed that this is a transfer for Sawtooth Phase 1 and 2 to the Gunnison County Housing Authority which is different from the Gunnison Valley Regional Housing Authority. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to execute the Quit Claim Deed and authorize the full Board’s signature.

2. Intergovernmental Agreement; Sawtooth Workforce Housing; Gunnison County Housing Authority; \$5,000,000 – CM Birnie explained that this was approved in last year’s budget but wanted a discrete document separate from the budget. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the Intergovernmental Agreement between the County of Gunnison and Gunnison County Housing Authority and authorize the Chair’s signature.
3. Whetstone – CM Birnie noted that he will be coming back to the Board to transfer Whetstone to the Gunnison County Housing Authority as a future action. Commissioner Houck reiterated these are Gunnison County Housing Authority actions, not Gunnison Valley Regional Housing Authority.

Commissioner Smith stated that at the end of day, this a commitment to workforce housing within the community. Commissioner Puckett Daniels emphasized the need to use the people’s money for the people and likes being able to reinvest into community instead of a reserve. The staff was also thanked for their work on this.

**TREASURER’S MONTHLY REPORT:** County Treasurer Debbie Dunbar presented the July 2024 Treasurer’s report, and an investment report dated July 31, 2024 for discussion and acceptance. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to accept the Treasurer’s Report and authorize the Chair’s signature. Motion carried unanimously.

**VOUCHERS AND TRANSFERS APPROVAL:** Chief Financial Officer Perry Solheim presented the voucher approval report dated July 16, 2024 and the cash transfer authorization dated July 2024 for discussion and approval. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the voucher report in the amount of \$6,074,378.03. Motion carried unanimously. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the cash transfer in the amount of \$9,039,971.46. Motion carried unanimously.

Commissioner Smith clarified with Chief Financial Officer Perry Solheim that the Sales and Local Marketing Tax report was not included due to issues in the State. CFO Solheim confirmed and relayed that he is hoping to get an update on that today.

**HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEARS 2023; R013970; PARCEL NO. 2917-262-10-007; LOT 6, MARBLE SKI AREA SUBDIVISION, FILING NO. 4; LAURA PORAKOVA-DIMBERIO** Appraiser II Charles McDonald from the Assessor’s Office was present for discussion. The petitioner was not present.

Commissioner Houck asked a procedural question to CA Hoyt regarding if the Board can just ask questions to the Assessor’s Report already given in the packet rather than have a presentation. CA Hoyt responded it is up to their discretion. Commissioner Puckett Daniels asked about sale the petitioner references in the packet. Appraiser McDonald explained the sale was not on the open market and cannot be used as well as the other 7 examples given due to being a vacant lot, sold between parties, or outside the time frame. This year it was also labeled as 75% complete on this assessment. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to deny application R013970 Petition for Abatement. Motion carried unanimously.

**HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEARS 2023; R024620; PARCEL NO. 3177-242-10-035; LOT 32, GOLD LINK SUBDIVISION; KIRSTEN AND ROGER HERRSCHER** Appraiser III Mary Mast from the Assessor’s Office was present for discussion. The petitioner was not present.

Commissioner Puckett Daniels asked for clarification on the appraisal discrepancy between the one given from the assessor’s and the one from the petitioner. Appraiser Mast explained the sale number 2 from the petitioner’s appraisal was outside of their window of time for the assessment and the values were not time adjusted. She then relayed that she did a physical inspection on August 8<sup>th</sup> that showed deferred maintenance on the house which adjusted the condition from very good to average. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the petitioner’s abatement in part and deny it in part, and approve the assessor’s new recommended value of \$3,522,600 for the account R024620. Commissioner Houck clarified that upon further visible inspection, the Assessor’s Office noticed some things that changed the condition and allowed a partial reduction at their recommendation. Motion carried unanimously.

**SCHEDULE CHANGE** due to gap in the schedule Commissioner Houck decided to proceed with Commissioner Puckett Daniels’s commissioner items before the next Abatement Hearing.

**Commissioner Puckett Daniels:**

1. U.S. Forest Service Forest Health Team – Commissioner Puckett Daniels met with them and some foresters from Mongolian with Tom Egan on Saturday. She noted they were able to see bark beetles live and in action. However, her favorite part was how enthralled the Mongolian foresters were. She stated she was able to get a deeper insight into some of the conversations they have about how they partner with the Forest Service.
2. Gunnison Valley Regional Housing Authority – Commissioner Puckett Daniels relayed they had a great meeting on August 8<sup>th</sup> and they have a solidified strategic plan. Executive

Director Melissa LaMonica and staff are turning the strategic plan into work plans for the staff. Commissioner Puckett Daniels commented she is wanting Executive Director LaMonica to give an update to the Board on the work that they've been doing.

3. Sustainable Tourism and Outdoor Recreation Committee (STOR) – Commissioner Puckett Daniels stated that they are currently working on several items in strategic plan and there is a meeting next Thursday she plans to attend virtually. She then explained that the Communication Subcommittee is working on translations of signs throughout the community. There was also a good conversation on how ranching and recreation could work together better in the future. Commissioner Smith commented that regarding the ranching and agriculture, Hannah Cranor-Kersting is working on virtual fencing technology that may be beneficial. Commissioner Smith also expressed support for the translation signage and mentioned the City of Gunnison trying to do something similar with the Gunnison Cultural Connection and the Welcoming Initiative.
4. Gunnison Valley Regional Transport Authority (RTA) – Commissioner Puckett Daniels relayed that flights have been better than they have been in previous years. She also noted there were discussions regarding minimal revenue guarantees (MRGs) and are currently looking at one of up to \$500,000 for the Houston flight. They had really good load factors last season, but the expenses outran what was collected and still paid the full MRG last winter. Commissioner Puckett Daniels also discussed work to be done at the CB South bus stop where they will be rebuilding the road which will cause a disruption and reroute but should only add a few extra minutes to each trip with the schedule remaining unchanged. She then relayed they are also working to clean up their Organization Chart.

**HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEARS 2023; R045174; PARCEL NO. 3257-211-07-002; UNIT EAST, ASPEN TREE TOWNHOMES, CRESTED BUTTE SOUTH; ZOE PRIEST** Appraiser III Mary Mast from the Assessor's Office was present for discussion. The petitioner was not present.

Commissioner Smith asked for clarification on the petitioner's response and if they sent any additional information. Appraiser Mast confirmed that the petitioner didn't send anything to support her claim, but she believes she is referring to her sale price that she bought on April 26, 2023 which is outside the window for consideration which is July 1, 2020 to June 30, 2022. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to deny the petition for abatement for account R045174. Motion carried unanimously.

**BREAK** from 9:34 am to 9:55 am to hold the Gunnison County Board of Equalization Meeting.

**GUNNISON COUNTY BOARD OF EQUALIZATION MEETING:**

**CALL TO ORDER:** Commissioner Houck called the meeting to order at 9:34 am.

**APPEAL; SENIOR PROPERTY TAX EXEMPTION; CBOE #SR01; R026559; WILLIAM E. SWANSON JR.** Deputy Assessor Vicki Hildreth from the Assessor's Office and Petitioner Bill Swanson were present for discussion.

Deputy Assessor Hildreth stated that the long form was completed due to being held in a trust. In April of 2024 the Assessor's Office denied the application due to the ten consecutive year primary residence criteria not being met because his voter registration showed registration in Pitkin County until 2022. The Assessor's Office then coordinated with the Colorado Division of Property Taxes who confirmed that a person can only have one residence at a time and if the person is registered to vote, that address is considered the primary residence.

Mr. Swanson stated this address has been his primary residence since 2004 and he has sent tax returns and his Experian report to prove his residency. He does not deny having been registered in Pitkin County to vote and may not have eagerly changed his address to vote in Gunnison County but has lived in his house in Marble for 20 years.

Commissioner Houck restated that there are a specific set of State statutes that must be followed with one being your primary residence is where you are registered to vote. Commissioner Smith commented that there is not much they can do on this level with the statutes connecting primary residence to voter registration. Commissioner Puckett Daniels reiterated the voter registration is the primary residence, and the County has the authority only to do things the State has given them authority to do, and they cannot override the State's rules. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to deny the senior property tax exemption R026559. Commissioner Smith encouraged Mr. Swanson to reach out to his State Senator or State Representative because those are the people who have the ability to change the rules. Motion carried unanimously.

**ADJOURN:** Commissioner Houck adjourned the meeting of the Gunnison County Board of Equalization at 9:55 am.

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING (Cont'd):**

**GUNNISON CHAMBER OF COMMERCE AND VISITOR CENTER; EXECUTIVE DIRECTOR CELESTE HELMINSKI; GUNNISON GREENBACK FOR WESTERN COLORADO UNIVERSITY STUDENTS; \$5,000** Executive Director Celeste Helminski from Gunnison Country Chamber of Commerce was present for discussion.

ED Helminski explained they are wanting to provide a \$10 Gunnison Greenback to Western Colorado University students as an introduction to the city and to say we are glad you are here. The Chamber will be using reserve money and Gunnison Bank and Trust has agreed to give \$500 towards it. Commissioner Houck asked what the expected total cost of the program is to which she replied it would be about \$17,000 total cost for students that are physically on campus and not remote. The idea is the City, County, and Chamber will split the cost after the \$500 contribution from Gunnison Bank and Trust. Commissioner Smith asked if she has spoken to the City yet or if Western Colorado University will help fund it as well. ED Helminski relayed she is had made a request to the City with no response and they have not asked Western to participate but just to get the notice out. These greenbacks will be in a certificate only, since electronically it was too cumbersome. ED Helminski also relayed that they will be on campus for two days to distribute using ID numbers. Commissioner Puckett Daniels would like to treat this as a reimbursement of a third up to \$5,000. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to appropriate up to \$5,000 from the Board of County Commissioners discretionary funds or a reimbursable actual amount used of one third of the total program based on our discussion here this morning. Motion carried unanimously.

**TOWNHOME PLAT; LUC-24-00038; AFC DEVELOPMENT, LLC AND BASIN REAL ESTATE HOLDINGS, INC.** Planner Rachael Blondy was present for discussion.

Planner Blondy explained this is two applicants applying together for a townhome plat for an approval for 4 three-unit townhome buildings that have already been constructed. It was reviewed by the County Attorney's Office and found to comply with the standards on the resolution. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve LUC-24-00038 the townhome plat for AFC Development, LLC and Basin Real Estate Holdings Incorporated and to authorize the Chair's signature on the plat. Motion carried unanimously.

**LOT CLUSTER; LUC-24-00039; SUSAN AND MARK ELMENHORST** Planner Rachael Blondy was present for discussion.

Planner Blondy relayed the applicants are asking for a lot cluster for their two properties in Crested Butte South in order to build a house where the lot line currently is. It was reviewed by the Community and Economic Development Department and the Attorney's Office and found it meets all the standards of the resolution. Commissioner Puckett Daniels commented that in Crested Butte South there is a policy that promotes development and lot clustering prevents developing the second lot which goes against policy. She then asked why this lot cluster should be an exception. Planner Blondy explained that this is high up in the Crested Butte South area which is away from transportation and in the Marshall District area and having it further up prevents more development. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve LUC-24-00039 the lot cluster for lots 29,30, and block 29 Crested Butte South. Motion carried unanimously.

**RESOLUTION; CRESTED BUTTE SOUTH BLOCK 6 SUBDIVISION 2; LUC-23-00021; ADAGIO PROPERTIES, LLC** Planning Director Hillary Seminick and Adagio Manager Clark Atkinson were present for discussion.

PD Seminick noted applicant applied back in May of 2023 to subdivide a portion of block 6 in Crested Butte South into 28 lots. There are 19 townhome lots in total that would be developed as residential with the remaining large lots to be referred to as the commercial component, but could have residential in the area so it's functionality would be developed as mixed use. PD Seminick relayed the applicant has provided draft covenants to regulate both components to which the County is not a party to either of the covenants.

PD Seminick discussed that for classifying impact, normally a project of this size would undergo a major impact review, however the staff has outlined the legal basis in reducing this classification of impact. The applicant originally submitted a minor impact review, and the Planning commission determined they met the criteria for classifying impact and the impact classification was reduced to an administrative review.

Commissioner Puckett Daniels asked about trail access, road access, and access to the lots. Mr. Atkinson relayed that the Commercial Area Master Plan (CAMP) is rigorous for snow removal and parking and they have confirmed all the driveway easements are in the envelope that will be recorded concurrently. Mr. Atkinson also relayed the plat building facing for Commissioner Puckett Daniels. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve Resolution 2024-30 a resolution approving LUC-23-00021 block 6 subdivision. Motion carried unanimously. There was an amended motion to include authorizing chair's signature on plat. Motion carried unanimously.

**DEVELOPMENT IMPROVEMENTS AGREEMENT; ADAGIO PROPERTIES, LLC; COMMUNITY AND ECONOMIC AND DEVELOPMENT** Planning Director Hillary Seminick and Adagio Manager Clark Atkinson were present for discussion.

PD Seminick explained this is secure any improvements that have been down on a development application such as utilities, water and sewer lines, improvements to Ford’s Way, and the sidewalks. Mr. Atkinson also proposed temporary sidewalks for the public while the lots are vacant which will incrementally improve as lots are developed. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the Development Improvement Agreement for Adagio in conjunction with LUC-23-00021 and authorize the Chair’s signature. Motion carried unanimously.

**BREAK** 10:40 am to 10:45 am

**HEARING; PETITION FOR ABATEMENT OR REFUND OF TAXES; PROPERTY TAX YEARS 2023; R013970; PARCEL NO. 2917-262-10-007; LOT 6, MARBLE SKI AREA SUBDIVISION, FILING NO. 4; LAURA PORAKOVA-DIMBERIO** Appraiser II Charles McDonald from the Assessor’s Office and Petitioner Laura Porakova-Dimberio were present for discussion.

Due to issues with connecting on zoom, the hearing was reopened to include the petitioner.

Commissioner Houck explained where they are currently at and what was decided but wanted to include her input. Ms. Porakova-Dimberio stated she found a property that sold October 29, 2021 for \$345,000 and with a building larger than her property. She believes it is unfair she has a 512 square foot property and is getting taxed the same as 1300 square foot property. Appraiser McDonald noted this was not included in the mass appraisal because it was not on the open market. Ms. Porakova-Dimberio asked for the examples used in the Assessor’s Report and it was recommended to her to visit the Assessor’s website or to look at the packet given for this meeting available on the Gunnison County website to fully look at those examples.

Commissioner Puckett Daniels also stated that often a small residence on a property causes the price per square foot to go up because there is less square footage over which to spread the amenities. Commissioner Houck explained that based on the examples given, he doesn’t believe there is a desire to reverse the previous decision. **Moved** by Commissioner Houck, seconded by Commissioner Smith that based on the discussion we just had with the petitioner on R013970 and that we made a denial earlier that we reaffirm that decision based on the further discussion and input from the property owner. Motion carried unanimously.

**UNSCHEDULED PUBLIC COMMENT:**

1. Deena & Dan Buffington – Ms. Buffington stated they live on County Road 19 and they believe that traffic has gotten out of control and dust is becoming a problem. Commissioner Houck relayed that costs have gone up, but the revenue has not. Commissioner Smith stated the Board has talked about this issue for years and the County is underfunded in revenue for the roads, but there has been a discussion with consultants to look at all the roads in the County and prioritize them to make the limited resources go as far as they can and to support a potential ballot measure for increased funds. Mr. Buffington asked about a collaboration with paving. CM Birnie noted they can get in touch with him to discuss that option.
2. Country Meadows – Elizabeth McGee relayed County Meadows would like to be able to purchase the land. Commissioner Smith is planning on getting their attorney, Will Edwards, and Gunnison County Attorney Matt Hoyt connected. Commissioner Smith also relayed she would like to attend the ONE meeting. CA Hoyt noted that the State has sued the property owner and received an order from the Court that the State and property owner enforce the electrical code issues out at the property. Furthermore, he wondered what more the County can do that is more than the State actions. CM Birnie then relayed that this issue involves State regulations and they are able to do more than the County. Commissioner Smith empathized with them and ensured them that she is working on this issue. Commissioner Puckett Daniels noted she is working on this issue as well.

**BREAK** from 11:41 am to 12:17 pm to hold the Gunnison/Hinsdale Board of Human Services Regular Meeting, from 12:17 pm to 12:19 pm to hold the Gunnison Valley Local Marketing District Meeting, and from 12:19 pm to 12:21 pm to hold the Gunnison County Housing Authority Meeting.

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

See Separate Minutes

**GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:**

**CALL TO ORDER:** Commissioner Houck called the meeting to order at 12:17 pm.

**ACKNOWLEDGEMENT; TRANSFER OF FUNDS; GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT TO GUNNISON COUNTY HOUSING AUTHORITY; \$1,000,000**

**Moved** by Commissioner Houck, seconded by Commissioner Smith to acknowledge the transfer of funds from the Gunnison River Valley LMD to Gunnison County Housing Authority in the amount of \$1,000,000. Motion carried unanimously.

**ADJOURN:** Commissioner Houck adjourned the Gunnison River Valley Local Marketing District Meeting at 12:19 pm.

**GUNNISON COUNTY HOUSING AUTHORITY MEETING:**

**CALL TO ORDER:** Commissioner Houck called the meeting to order at 12:19 pm.

**ACKNOWLEDGEMENT; TRANSFER OF FUNDS; GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT TO GUNNISON COUNTY HOUSING AUTHORITY; \$1,000,000**

**Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels that the Gunnison County Housing Authority acknowledge the transfer of the LMD monies to the Gunnison County Housing Authority in the amount of \$1,000,000. Motion carried unanimously.

**INTERGOVERNMENTAL AGREEMENT; SAWTOOTH WORKFORCE HOUSING; GUNNISON COUNTY HOUSING AUTHORITY; \$5,000,000**

**Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the Intergovernmental Agreement for the Sawtooth Workforce Housing Project between Gunnison County and the Gunnison County Housing Authority and authorize the Manager’s signature as Executive Secretary. Motion carried unanimously.

**ADJOURN:** Commissioner Houck adjourned the Gunnison County Housing Authority Meeting at 12:21 pm.

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING (cont’d):**

**COMMISSIONER ITEMS:**

**Commissioner Houck:**

- 1. No Updates

**Commissioner Smith:**

- 1. County Meadows – Commissioner Smith relayed that Attorney William Edwards wrote an article in the Gunnison Times regarding some misconceptions and misunderstandings that exist in relation to County Meadows.

**Commissioner Houck has left the meeting. Commissioner Smith is Acting Chair.**

- 2. Colorado Counties, Inc. Steering Committees (CCI) – Commissioner Smith relayed that she will not be attending the meeting due to going to Denver for the CCAT lobbyist interviews. However, she will share comments from Assistant County Manager for Health, Human and Safety Services Joni Reynolds about a piece of legislation with Commissioner Puckett Daniels.
- 3. Counties & Commissioners Acting Together (CCAT) – Commissioner Smith will be going to Denver to attend in person interviews for its lobbyist. She also relayed the Summer Retreat was here in Gunnison and there was an incredible response to the work with geothermal, compressed natural gas for the bus system, and housing in Gunnison County from the Commissioners. Fading West’s Director of Development Services Scott Simmons stated he has not seen any model in the United States that incorporated geothermal infrastructure as part of the workforce housing development.
- 4. Child Welfare Allocation Committee (CWAC) – Commissioner Smith has been working with subgroup corresponding with the Health and Human Services Department to have a more informed perspective. There will be weekly meetings for the next few months.
- 5. Special Session on Property Taxes – Commissioner Smith stated there is a meeting next week to negotiate a resolution with the people who are running as well as Initiatives 50 and 108 which would decimate both state and local government budgets if passed.

**ADJOURN:** Commissioner Smith adjourned the meeting at 12:35 pm.

\_\_\_\_\_  
Jonathan Houck, Chairperson

\_\_\_\_\_  
Elizabeth Smith, Vice-Chairperson

\_\_\_\_\_  
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

\_\_\_\_\_  
Holly Perry, Deputy County Clerk

Attest:

\_\_\_\_\_  
Kathy Simillion, County Clerk

**GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES**

*Note: For all the details of each resolution including any exhibits, please refer to [gunnisoncounty.org](http://gunnisoncounty.org)*

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY  
RESOLUTION NO. 24 - 30**

**A RESOLUTION APPROVING LUC-23-00021 BLOCK 6 SUBDIVISION TWO LOCATED AT THE PROPERTY LEGALLY DESCRIBED AS A PORTION OF BLOCK 6 CRESTED BUTTE SOUTH, SECOND FILING, LOCATED WITHIN NW ¼ SECTION 27, TOWNSHIP 14 S, RANGE 85 W OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO**

WHEREAS, the Applicant, Adagio Properties, submitted an Application to Gunnison County Community Development on May 16, 2023 to subdivide a portion of Block 6 of the Crested Butte Subdivision into 28 lots (“Subdivision”) as described in *Table 1. CB South Block 6 Subdivision Dimensions*

*Table 1. CB South Block 6 Subdivision Dimensions*

Lot Number	Lot Area (sq. ft.)	Lot Use	CAMP Zone
1	<i>Lot 1 subdivided Feb 20, 2019 (BOCC Resolution No. 2019-05, Reception No. 658764)</i>		
2	14,520	Commercial	Commercial Building Zone/Active Ground Floor Use Zone
3	24,000	Commercial	Commercial Building Zone
4	19,500	Commercial	Commercial Building Zone
5	13,879	Commercial	Commercial Building Zone
6	8,400	Commercial	Commercial Building Zone
7	26,666	Commercial	Commercial Building Zone
8	12,854	Commercial	Commercial Building Zone
9	14,520	Commercial	Active Ground Floor Use Zone
10	49,950	Commercial	Commercial Building Zone/Active Ground Floor Use Zone
11	11A 3,645 11B 1,995 11C 1,995 11D 2,550	Attached townhome	Village Core Residential Zone
12	12A 2,550 12B 1,955 12C 2,550	Attached townhome	Village Core Residential Zone
13	13A 2,550 13B 1,955 13C 1,995 13D 2,550	Attached townhome	Village Core Residential Zone
14	14A 2,550 14B 1,995 14C 1,995 14D 2,550	Attached townhome	Village Core Residential Zone
15	15A 2,720 15B 2,592	Attached townhome	Village Core Residential Zone
16	16A 2,640 16B 4,084	Attached townhome	Village Core Residential Zone

; and,

WHEREAS, the Subdivision is located in Crested Butte South, a designated Special Area and is governed by the Crested Butte South Special Area Regulations and Commercial Area Master Plan (CAMP), as amended; and,

WHEREAS, pursuant to CAMP Section 8.21.B *Remainder of Block 6*, the Applicant submitted the Application to Crested Butte South Property Owners Association approved the application with the following conditions on February 12, 2024:

1. *Infrastructure must be completed by a date set forth in the County's Development Improvement Agreement with Adagio (DIA).*
  - *CAMP 8.1 E Infrastructure*
2. *Ford's Way must be completed initially to construction grade and then later paved by a date set forth in the County's DIA.*
  - *CAMP 8.1 E. Infrastructure*
  - *CAMP 8.1 H. Transportation*
  - *CAMP 8.2 G.*
  - *CAMP 8.2 H.*
  - *CAMP 8.15 Street Design*
3. *Shared Driveway easements are shown on the Plan. Adagio shall contractually require adjacent lots with shared driveway access to share in the shared driveway costs, with the first developed lot responsible to complete the agreed upon driveway plan on both lots for two-way traffic ingress/egress, and a reimbursement agreement to be paid by the 2nd lot for its share of the driveway upon construction of the adjoining lot. The shared driveway easement shall be a total of 28 feet wide to accommodate 26 feet of driveway surface with 13 feet of driveway surface on each lot.*
  - *CAMP 8.1 E. Infrastructure*
  - *CAMP 8.16 C Driveway and Parking Area Design.*
  - *CAMP 17 B*
4. *Pedestrian Pathways and Sidewalks-The Plan includes a 6' pedestrian pathway easement that connects Ford's Way to Glacier Street. The Plan also shows a temporary pedestrian trail around the perimeter of the Property. These pathways shall be completed by a date set forth in the County's DIA concurrent with the Property's infrastructure. Adagio agrees to construct a temporary 6' wide trail on the perimeter of Block 6. The trail will be built from crushed gravel or crusher fines, approximately 3-4" thick, and will be installed at an APPROXIMATE location as noted on the attached Plan. The trail will be constructed at or close to existing grade with no retaining walls, rails or vehicular guardrails. It will be replaced over time with concrete sidewalks when each lot submits plans for a permit to construct their buildings. Adagio will contractually require each purchaser of these lots to complete construction of the sidewalks on each of their lots, as part of the development thereof. The final sidewalks shall be coordinated with the grade of the finished streets.*
  - *CAMP 8.1 H. Transportation*
  - *CAMP.2 G.*
  - *CAMP 8.16 Sidewalks*
5. *Management Plan of Ford's Way, ½ of Glacier Street and the proposed sidewalks/pedestrian easements and trails shall be outlined in a declaration of covenants for the Property. The declaration of covenants shall include but is not limited to long term maintenance, and snow removal for the roads, sidewalks/pedestrian easements, and trails. This will be the sole responsibility of the new HOA.*
  - *CAMP 8.15 Street Design H and I Plan.*
  - *CAMP 8.16 Sidewalks*
6. *Right of First Refusal the POA board conditioned that a right of first refusal be given on lots 5 and 6 under the terms outlined in Appendix 2.*
  - *CAMPS.1 B*
  - *CAMP 8.2 F*
7. *POA approval is expressly contingent upon performance and compliance of the above conditions. If the above conditions are met, the POA agrees that all requirements in the Commercial Area Master Plan (CAMP) and Special Use Area regulations for CB South have been met by Adagio.*

and,

WHEREAS, pursuant to CAMP Section 8.21.B.2 the Application resulted in a "Master Development Plan that must be generally followed by each lot developer within the Remainder of Block 6 unless the DRC (Development Review Committee) approves an amendment to the Master Development Plan;" and,

WHEREAS, Crested Butte South Commercial Area Master Plan Section 6.5 *Gunnison County Land*

*Use Change Permit and Building Permit* states that “A development that has obtained a Crested Butte South Special Area Permit in compliance with the CAMP shall be required to secure a Land Use Change Permit and, as applicable, a Building Permit from Gunnison County. Such development shall be classified, reviewed and permitted at no higher impact classification than as an Administrative Review Project That Requires a Land Use Change Permit, pursuant to the applicable sections of the Gunnison County Land Use Resolution, except that no additional Gunnison County noticing requirements are needed”. While potentially eligible for an Administrative Review Impact Classification, the Applicant requested a Minor Impact Review. Staff notes that *LUR* Section 3-111:B.1 requires the County to consider demand for public services, impacts on the impact area and environment, and impacts related to all existing and proposed development in the impact area. Staff noted that Section 8 of CAMP established CB South Village Center Design Standards. With these considerations taken into account, Staff did not object to Applicant’s request of Minor Impact Review; and,

WHEREAS, *CAMP Section 3.1 Uses Generally Exempt from the Land Use Resolution* states “Development within the CB South Special Area shall be exempt from the requirements of the LUR, unless otherwise specified herein, or by Gunnison County;” and,

WHEREAS, Gunnison County Land Use Resolution (LUR) review pursuant to Section 9-101: E. and F.: *Secondary Residences Are Allowed, And Standards Are Addressed In Covenants* does not apply to the Application. While not proposed at this time, Section 5.2.B.3 of the Crested Butte South Commercial Area Master Plan (CAMP) permits Accessory Apartments in all residential area; and,

WHEREAS, Gunnison County review pursuant to LUR Section 9-102: *Home Occupations* does not apply to the Application. While not proposed at this time, Section 5.2.B.3 of the CAMP permits Home Occupations; and,

WHEREAS, Gunnison County review pursuant to LUR Section 9-103: *Bed And Breakfast* does not apply to the Application. While not proposed at this time, CAMP Section 5.2.A.8 permits for Accommodations, including Bed and Breakfasts, in the CB South Village Center; and,

WHEREAS, Gunnison County review pursuant to LUR Section 9-103: *Commercial and Industrial Uses* does not apply to the Application. CAMP Section 5.2.A 1-16 identifies the allowable commercial uses and prohibited uses, and Industrial uses are prohibited by CAMP Section 5.3.A. Manufacturing uses are generally prohibited in CAMP Section 5.3.B with exception of the following, provided retail is the primary use: breweries, vintner, distillery, coffee roasting, food and/or greenhouse production, mountain sports equipment, and others as approved by the Property Owner Association (POA) Board; and,

WHEREAS, Gunnison County review pursuant to LUR Section 9-304: *Adult-Oriented Uses* does not apply to the Application. While not proposed at this time, Farmer’s Markets are permitted by CAMP Section 5.2.10; and,

WHEREAS, Gunnison County review pursuant to LUR Section 9-506: *Child Care Center* does not apply to the Application. While none are proposed at this time, Daycares are permitted in CAMP Section 5.2.A.2; and,

WHEREAS, Gunnison County review pursuant to LUR 10-102: *Locational Standards For Residential Development* does not apply to the Application. Residential uses are permitted in the CB South Village Center under Section 5.2.A.13. More specifically, in the “Village Center Core: multi-family dwelling units and row houses subject to limitations set forth herein.” Block 6 is located in Filing 2, which permits multifamily residential structures; and,

WHEREAS, Gunnison County review pursuant to LUR 10-103: *Residential Density* does not apply to the Application. CAMP Section 5.2.A 13 defines allowed residential uses within the Village Commercial Core; and,

WHEREAS, Gunnison County review pursuant to LUR Section 10-104: *Locational Standards for Commercial, Industrial, or Other Non-Residential Uses* does not apply to the Application. CAMP Section 5.2.A defines allowed Commercial, Industrial, and Manufacturing uses within the Village Commercial Core; and,

WHEREAS, Gunnison County review pursuant to LUR Section 10-104: *Development in Geologic Hazard Areas* does apply pursuant to CAMP Section 7.2 Geologic Hazard Study which states “...development in areas subject to geologic hazards shall be subject to the applicable requirements of the LUR;” and,

WHEREAS, Gunnison County review pursuant to LUR Section 10-104: *Development in Wildfire Hazard Areas* does apply pursuant to CAMP Section 7.14 *Wildfire Hazard Areas* requires “Development shall be subject to the most current and applicable sections of the LUR;” and,

WHEREAS, Gunnison County review pursuant to LUR Section 11-107: *Protection of Water Quality* does not apply pursuant to “Irrigation Ditch Evaluation”, SGM, May 25, 2023, assessing that the stormwater ditch on the property is not a Waters of the US. A Water Body as defined by the Land Use Resolution excludes stormwater and irrigation ditches; exempting the feature from the provisions of this section; and,

WHEREAS, Gunnison County review pursuant to LUR Section 12-103: *Protection of Water Quality* does apply pursuant to “Irrigation Ditch Evaluation”, CAMP Section 8.15.A requires that “Streets shall be designed in accordance with the Gunnison County and Crested Butte Fire Protection District standards in effect at the time of development except as may be varied as specified and allowed herein”; and,

WHEREAS, Gunnison County review pursuant to LUR Section 10-104: *Development in Wildfire Hazard Areas* does apply pursuant to CAMP Section 7.14 *Wildfire Hazard Areas* requires “Development shall be subject to the most current and applicable sections of the LUR;” and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-103: *General Site Plan Standards And Lot Measurements* does not apply pursuant to CAMP Section 8. *CB South Village Center Design Standards* and subsection 8.9 *Minimum Setbacks*; and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-104: *Setbacks From Property Lines And Road Rights-Of-Way* does not apply pursuant to CAMP Section 8. *CB South Village Center Design Standards* and subsections 8.8 *Dimensional Standards* and 8.10 *Building Height*; and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-105: *Residential Building Sizes And Lot Coverages* does not apply pursuant to CAMP Section 8. *CB South Village Center Design Standards* and subsections 8.8 *Dimensional Standards*, 8.9 *Minimum Setbacks*, and 8.10 *Building Height*; and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-108: *Open Space and Recreation Areas* does not apply pursuant to CAMP Section 8.8.A *Dimensional Standards for the CB South Village Center*; and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-109: *Signs* does not apply pursuant to CAMP Section 8.21, stating all signs shall be designed and installed per the *CB South Sign Regulations*; and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-110: *Off-Road Parking And Loading* does not apply pursuant to CAMP Section 8.13 *Parking Regulations*; and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-111: *Landscaping and Buffering* does not apply pursuant to CAMP Section 8.12 *Landscaping*; and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-112: *Snow Storage* does not apply pursuant to CAMP Section 8.18 *Snow Storage and Staging in CB South Village Center*, which requires “All designs for snow storage shall be subject to review and approval by the CB South Metro District”; and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-113: *Fencing* does not apply pursuant to CAMP Section 8.12.C *Walls, Fences, and Berms*; and,

WHEREAS, Gunnison County review pursuant to LUR Section 13-114: *Exterior Lighting* does not apply pursuant to CAMP Section 8.14 *Exterior Lighting Design*; and,

WHEREAS, a copy of the Application was sent to the following referral agencies by email on April 12, 2024:

- Gunnison Regional Transit Authority
- Gunnison County Public Works
- Gunnison County Environmental Health Official
- Crested Butte Fire Protection District
- Crested Butte South Metro District

- Gunnison Watershed School District
- Colorado Division of Water Resources
- Colorado Division of Natural Resources

Responses were not received from the following departments/agencies: Gunnison Regional Transit Authority, Gunnison County Environmental Health Official, Crested Butte South Metro District, Gunnison Watershed School District, the Colorado Division of Water Resources, or the Colorado Division of Natural Resources.

WHEREAS, pursuant to LUR Section 12-105 *Water Supply* and LUR Section 12-106 *Wastewater Treatment*; the Crested Butte South Metropolitan District provided a conditional will-serve letter on March 13, 2023 with the following conditions:

1. *Approval by the District of initial design and/or engineering plans that identify the water demands and the preferred locations of all taps and of all service lines requested.*
2. *Developer must pay all costs required to connect the Project to District services to include any main-line extensions or apparatuses needed to facilitate the operations of the Project. Once completed, the utilities will be conveyed to the District under a separate development improvement agreement. The agreement would include but not be limited to District engineering review of the plans, a warranty period of two years, minimum specifications on the design, construction and testing of the infrastructure including roads, pipelines, lift stations, testing inspection and acceptance procedures.*
3. *Any and all other conditions required by the District Rules and Regulations or District Board requirements.*
4. *A formal application for connection shall be submitted by someone with signing authority on this Project.*

WHEREAS, pursuant to LUR Section 12-107 *Fire Protection*, the Crested Butte Fire Protection District provided a conditional approval letter on September 9, 2023 then an amended conditional approval letter on June 6, 2024 with the following conditions:

1. *Access: the proposed access, to include road widths, cul-de-sac and the road name of "Ford Way" is compliant with comment:*
  - a. *The 28 foot wide "shared driveway easement between Lots 2 & 3 will allow access for the proposed height of future structures. Final access requirements to be determined at the building plan submittal stage.*
  - b. *The 28 foot wide "shared driveway easement between Lots 4 & 5 will allow access for the proposed height of the future structures. Final access requirements to be determined at the building plan submittal stage.*
2. *Water Supply: noted on the revised fire site plan received June 4th, 2024 is compliant with requirements.*
  - a. *Move the proposed "new fire hydrant" on Gillaspey Avenue 50 feet towards Haverly Street to correct the code required distances between fire hydrants.*
  - b. *All installations of new fire hydrants will comply with Crested Butte South Metro District's Standards for Fire Hydrants.*

WHEREAS, Gunnison County review pursuant to LUR Section 10-104: *Development in Wildfire Hazard Areas* does apply pursuant to CAMP Section 7.14 *Wildfire Hazard Areas* requires "Development shall be subject to the most current and applicable sections of the LUR," and,

WHEREAS, in "CB South Block 6 Subdivision – LUC-23-00021 Gunnison County, CO; CGS Unique No. GU-24-0011," May 22, 2024, the Colorado Geologic Survey provided the following comments:

*The site is mostly flat (slopes less than 10%) and contains only isolated areas of steep, human-made slopes. It is just outside the toe area of a mapped "Landslide, slump, debris-flow and earthflow" complex. Provided roads, buildings, and driveways are configured such that the need for grading cuts is minimized, CGS has no objection to approval. Cuts greater than four feet should be evaluated for temporary and long-term slope stability.*

WHEREAS, in a September 8, 2023 email, the Gunnison County Public Works Department provided the a conditional approval of the project, stating "Public Works does not, at this time, identify any further concerns that would hinder the approval of the Access Permit." The conditions of approval were:

1. *Public Works comments are specific to the access road.*
2. *All access permit conditions shall be fulfilled.*
3. *Based on the road plans at hand County access standards are fulfilled.*
4. *Is there a long-term subdivision plan for maintenance and plowing of this road right of way? Is there a cost share agreement for the subdivision in place?*
5. *Any changes to the plan set will require a re-review.*

The Public Works Department provided additional comment during a March 16, 2024 meeting:

1. *Including the shoulder in the ROW to meet the 30' ROW requirement in CAMP*
2. *Updating snow storage plans*
3. *Addressing overlap of access easements from Ford Way to lots 6,7,8*

The Applicant submitted a revised plan set that addressed all the comments from this meeting on June 11, 2024. No additional approval conditions are recommended.

WHEREAS, the Planning Commission held a work session to discuss the project on June 20, 2024; and

WHEREAS, the Planning Commission considered the following:

1. The project is in Crested Butte South, a designated Special Geographic Area, and
2. Parcels within Crested Butte South are governed by the *Crested Butte South Special Area Regulations and Commercial Area Master Plan (CAMP)*, and
3. The subject property will receive domestic water and sewer services from the Crested Butte South Metro District
4. The purpose of the Special Area designation and the CAMP, described in CAMP Section 1.2 *Purpose* is to simplify the LUR review and approval, to promote a compact commercial and business development pattern, to protect the environment, public health, safety and welfare, public services, facilities and property, to provide opportunity for new and existing businesses, and to encourage economic diversity. Further, the "Vision for the Future" described in CAMP Section 8.1 CB South Village Center Vision and Goals as

*...CB South Village Center is the community's cultural and social focal point that also provides for economic vitality including desired and needed businesses: a diversity of housing types; a variety of public spaces that encourage social and community interaction; a well-connected intermodal transportation system; and for sustainable design that incorporates the surrounding scenic beauty.*

5. The CAMP addresses the transition from single family residential development to commercial and mixed-use development in CAMP Section 8.3.A:

*All Single-Family Dwelling owners in the Village Center Perimeter Lots are aware they have built or will be building in an area envisioned for commercial, mixed-use and multiple-family dwellings, with activity, noise, parking areas, smells, traffic, large building massing and similar impacts.*

WHEREAS, the Planning Commission found the proposal met the following standards of LUR Section 3-111:B *Criteria for Classifying Impact*, and reduced the impact classification from Minor Impact to Administrative Impact Review; and,

WHEREAS, the Application shall comply with the Administrative Impact Review standards of LUR Section 5-103:A. *General Standards*:

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.*

WHEREAS, the Gunnison County Board of County Commissioners did, on August 20, 2024 approve the Application with the following Findings and Conditions of Approval:

**FINDINGS:**

The Board finds that:

1. The Planning Commission classified the application as an Administrative Review project, based upon the impact classification found in LUR Section 3-111:B *Criteria for Classifying Impact*; and
2. The land use change complies with all applicable requirements of the *Gunnison County and Use Resolution (LUR)* and LUR Section 5-103: *Standards for Approval of Administrative Review Projects, General Standards 1, 2.*
3. This application is consistent with the standards and requirements of this Resolution.
4. The parcels will be served by municipal sewer.
5. Restrictive covenants for have been provided.
6. 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.

Conditions of Approval:

1. A mylar subdivision plat, in compliance with Section 6-105, *Gunnison County Land Use Resolution*, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder.
2. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.
3. 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*.
4. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
5. 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.
6. 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.
7. 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.
8. Enter into a Development Improvement Agreement pursuant to Section 16-118 *Development Improvement Agreement Required*.
9. Cuts greater than four feet should be evaluated for temporary and long-term slope stability as noted in Colorado Geologic Survey letter "CB South Block 6 Subdivision – LUC-23-00021 Gunnison County, CO; CGS Unique No. GU-24-0011" May 22, 2024.
10. Block 6 is in a High Local Wildfire Hazard area. There are no prohibited development areas pursuant to this section. All future development will be required to comply with the International Wildland Urban Interface Code as amended and the fire suppression requirements of the Crested Butte Fire Protection District.
11. The proposed access, to include road widths, cul-de-sac and the road name of "Ford Way" is compliant with comment:
  - a. The 28 foot wide "shared driveway easement between Lots 2 & 3 will allow access for the proposed height of future structures. Final access requirements to be determined at the building plan submittal stage.
  - b. The 28 foot wide "shared driveway easement between Lots 4 & 5 will allow access for the proposed height of the future structures. Final access requirements to be determined at the building plan submittal stage.
12. Move the proposed "new fire hydrant" on Gillaspey Avenue 50 feet towards Haverly Street to correct the code required distances between fire hydrants.
13. All installations of new fire hydrants will comply with Crested Butte South Metro District's Standards for Fire Hydrants.
14. Any site disturbance exceeding 10,000 sq. ft. shall be required to obtain a Reclamation Permit.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. LUC-23-00021 Block 6 Subdivision Two is approved as an Administrative Review Project, subject to each and all conditions, as identified above.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 20<sup>th</sup> day of August 2024.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

Houck – yes; Puckett Daniels – yes; Smith – yes.

DRAFT

# Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 8/30/2024 thru 10/31/2024

## Board of County Commissioners

1. [BOCC Regular Meeting](#)  
September 3, 2024, All Day @ BOCC Boardroom
2. [Mayors & Managers Meeting - Hosted by Gunnison School District](#)  
September 5, 2024, 12:00 PM - 1:30 PM
3. [BOCC Work Session](#)  
September 10, 2024, All Day @ BOCC Boardroom
4. [BOCC Regular Meeting](#)  
September 17, 2024, All Day @ BOCC Boardroom
5. [Joint Public Hearing for LUC-24-00020](#)  
September 19, 2024, 9:00 AM @ Planning Commission Room
6. [BOCC Work Session](#)  
September 24, 2024, All Day @ BOCC Boardroom
7. [Elected Officials and Managers Dinner and Meeting](#)  
September 30, 2024, 6:00 PM
8. [BOCC Regular Meeting](#)  
October 1, 2024, All Day @ BOCC Boardroom
9. [Mayors & Managers Meeting - Hosted by Gunnison County](#)  
October 3, 2024, 12:00 PM - 1:30 PM
10. [BOCC Work Session](#)  
October 8, 2024, All Day @ BOCC Boardroom
11. [BOCC Regular Meeting](#)  
October 15, 2024, All Day @ BOCC Boardroom
12. [BOCC Work Session](#)  
October 22, 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](#)  
October 15, 2024, All Day @ BOCC Board Room

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

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**Agenda Item:**

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see the attached draft schedule for 2025. This represents 12 days, which has been the average.

**Fiscal Impact:**

**Submitted by:** Katherine Haase

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: BOCC Scheduling

Agenda Date: 9/3/2024

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**GUNNISON  
COUNTY**

## **2025 Gunnison County Holiday Schedule**

Wednesday	January 1 <sup>st</sup>	New Year's Day
Monday	January 20 <sup>th</sup>	Martin Luther King, Jr.'s Birthday
Monday	February 17 <sup>th</sup>	Washington's Birthday
Monday	May 26 <sup>th</sup>	Memorial Day
Thursday	June 19 <sup>th</sup>	Juneteenth
Friday	July 4 <sup>th</sup>	Independence Day
Monday	September 1 <sup>st</sup>	Labor Day
Tuesday	November 11 <sup>th</sup>	Veterans' Day
Thursday	November 27 <sup>th</sup>	Thanksgiving Day
Friday	November 28 <sup>th</sup>	Business Day after Thanksgiving
Thursday	December 25 <sup>th</sup>	Christmas Day
Friday	December 26 <sup>th</sup>	Day after Christmas Day

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

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**Agenda Item:** Contract Amendment #1; Contract No. 2025\*0120; Hea

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**Action Requested:** County Manager Signature

**Parties to the Agreement:** Colorado Department Of Public Health and Environment (EPR)

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The Parties entered into the agreement to support public health departments upgrade their ability to effectively respond to a range of public health threats. including infectious diseases. natural disasters.

**Fiscal Impact:**

**Submitted by:** Blair Burgess

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 8/16/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 8/28/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/28/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/3/2024

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**STATE OF COLORADO  
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT  
CONTRACT AMENDMENT #1  
SIGNATURE AND COVER PAGE**

<b>State Agency:</b> Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	<b>Original Contract Number:</b> 2025*0120
<b>Contractor:</b> Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 For the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333	<b>Amendment Contract Number:</b> 2025*0120 Amendment #1
<b>Contract Performance Beginning Date:</b> July 01, 2024	<b>Current Contract Expiration Date:</b> June 30, 2025

**CONTRACT MAXIMUM AMOUNT TABLE**

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	Original Contract # 2025*0120	\$47,426.00	\$0.00	\$0.00	7/1/2024- 6/30/2025	\$47,426.00
Amendment #1	2025*0120 Amendment #1	\$0.00	\$0.00	\$0.00	8/20/2024- 6/30/2025	\$0.00
<b>Current Contract Maximum Cumulative Amount</b>						<b>\$47,426.00</b>

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

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

<p style="text-align: center;"><b>CONTRACTOR</b>  <b>Board of County Commissioners of Gunnison County</b>  <b>(a political subdivision of the state of Colorado)</b>  <b>For the use and benefit of the Gunnison County Department of Health and Human Services</b></p> <hr/> <p style="text-align: center;">By: Signature</p> <hr/> <p style="text-align: center;">Matthew Birnie</p> <hr/> <p style="text-align: center;">Name of Person Signing for Contractor</p> <hr/> <p style="text-align: center;">Joni Reynolds</p> <hr/> <p style="text-align: center;">Title of Person Signing for Contractor</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b>  <b>Jared S. Polis, Governor</b>  Colorado Department of Public Health and Environment  Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p style="text-align: center;">By: Signature</p> <hr/> <p style="text-align: center;">Name of Executive Director Delegate</p> <hr/> <p style="text-align: center;">Title of Executive Director Delegate</p> <p style="text-align: center;">Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

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

\_\_\_\_\_

By: Signature

\_\_\_\_\_

Name of State Controller Delegate

\_\_\_\_\_

Title of State Controller Delegate

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

## 1. PARTIES

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

## 2. TERMINOLOGY

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

## 3. AMENDMENT EFFECTIVE DATE AND TERM

### A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown under the State Controller Signature. 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 under the State Controller Signature and Cover Page for this Amendment or August 20, 2024, whichever is later, and shall terminate on the termination of the Contract or June 30, 2025, whichever is earlier.

## 4. PURPOSE

The Parties entered into the agreement to support public health departments upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, biological, chemical, nuclear and radiological events.

The Parties now desire to **change the Statement of Work and update the Additional and Federal Provisions** for the following reason: to update the contract documents for FY25.

## 5. MODIFICATIONS

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

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Cover Page for this Amendment.
- B. 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.
- C. The Parties now agree to modify Exhibit A – Additional Provisions of the agreement. Exhibit A – Additional Provisions is deleted and replaced in its entirety with Exhibit A –

Additional Provisions, attached to this Amendment for the following reason: to provide updated Additional Provisions.

- D. The Parties now agree to modify Exhibit B - SOW of the agreement. Exhibit B - SOW is deleted and replaced in its entirety with Exhibit B - SOW, attached to this Amendment for the following reason: to provide updated language to the Workplan activities.
- E. The Parties now agree to modify Exhibit D - Federal Provisions. Exhibit D - Federal Provisions, is deleted and replaced in its entirety with Exhibit D- Federal Provisions, attached to this Amendment, for the following reason: to reflect changes to the federal award identification information.

**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.

**ADDITIONAL PROVISIONS**  
**To Original Contract Routing Number 2025\*0120**

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

**I. Subaward Information:**

- A. Subrecipient name: Gunnison County Department of Health and Human Services
- B. Subrecipient's unique entity identifier: NSN9FAGKEDJ9
- C. Federal Award Identification Number (FAIN): NU90TU000029
- D. Federal Award Date: 6/13/2024
- E. Subaward Period of Performance Start and End Date: 7/1/2024-6/30/2025
- F. Subaward Budget Period Start and End Date: 7/1/2024-6/30/2025
- G. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: \$0.00
- H. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: \$47,426.00
- I. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$47,426.00
- J. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): To strengthen state, local, tribal, and territorial public health preparedness and response capability through a continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action.
- K. Name of Federal awarding agency, pass-through entity, and contact information for the awarding official of the Pass-through entity: Department of Health and Human Services, Centers for Disease Control and Prevention, Colorado Department of Public Health and Environment; Ms Stephanie Burke, [stephanie.burke@state.co.us](mailto:stephanie.burke@state.co.us), 720.289.8616
- L. Assistance Listing number and Title; 93.069 Public Health Emergency Preparedness
- M. Identification of whether the award is R&D: No
- N. Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: 10%, \$4,311.00

**II. Invoicing Provisions:**

To receive compensation under the Contract, the Contractor shall submit a signed Monthly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than forty-five (45) calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with this Statement of Work and Budget.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Lisa Sparrow, Contract monitor [lisa.sparrow@state.co.us](mailto:lisa.sparrow@state.co.us).

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than forty-five (45) calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

**EXHIBIT A**

Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and will require a modification in accordance with General Provisions, Section 16, Contract Modifications, or Option Letter Provisions of this Contract.

**III. Acceptance of Deliverables – Time Limit:**

- a. Evaluation Period. The State shall have thirty (30) calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
- b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within ten (10) calendar days of the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
- c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed thirty (30) calendar days, to correct the noted deficiencies.

**IV. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination:**

The State has determined that this Contract does/does not constitute a Business Associate relationship under HIPAA.

**V. Contractor shall comply to the provisions of 45 CFR Part 75****VI. [CDC Additional Requirements](#) apply to this project.**

**STATEMENT OF WORK**  
**To Original Contract Number: 2025\*0120**

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

**I. Project Description:**

This project serves to improve medical and public health care preparedness, response, recovery and epidemiological capabilities at the federal, state, and local levels. Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. Centers for Disease Control and Prevention (CDC) established the Public Health Emergency Preparedness PHEP program to build public health emergency response capabilities both nationally and locally.

The PHEP cooperative agreement provides technical assistance and resources to support state, local, Tribal, and territorial public health departments, along with Healthcare Coalitions (HCCs) and health care organizations, throughout Colorado to record measurable and sustainable progress towards achieving the preparedness and response capabilities that promote prepared and resilient communities through planning, training, and exercises.

**II. Definitions:**

1. AFN- Access and Functional Needs
2. AAR/IP- After Action Report/Improvement Plan
3. BP1- Budget Period 1
4. CDB- Communicable Disease Branch
5. CDPHE- Colorado Department of Public Health and Environment
6. CO-SHARE- Colorado State Health and Readiness Exchange
7. CVM- Colorado Volunteer Mobilizer
8. DHSEM- Division of Homeland Security and Emergency Management
9. EpiTrax- Disease reporting and surveillance system
10. EPI- Epidemiology
11. EPR- Emergency Preparedness and Response
12. ESF#8- Emergency Support Function 8, Public Health & Medical
13. HAN- Health Alert Network
14. HSEEP- Homeland Security Exercise & Evaluation Program
15. LPHA- Local Public Health Agency
16. MYIPP- Multi Year Integrated Preparedness Plan
17. NORIS- National Outbreak Reporting System
18. OEPR- Office of Emergency Preparedness and Response
19. PHEOP- Public Health Emergency Operations Plan
20. RRC- Readiness & Response Coordinator
21. SMS Text- Short Message Service

**III. Work Plan:**

<b>Goal #1:</b> To ensure the State of Colorado has the ability to effectively prepare for, monitor, detect, diagnose, investigate, and nimbly respond to all types of conditions, events, and disasters that impact the public’s health.	
<b>Objective #1:</b> No later than the expiration date of the Contract, provide public health preparedness, response, and recovery activities, and maintain public health surveillance and epidemiological response capacity in the Jurisdiction through planning, training, exercises and response to real events.	
<b>Primary Activity #1</b>	The Contractor shall conduct timely, complete disease investigations to implement appropriate disease control and mitigation activities.

<p><b>Sub-Activity #1</b></p>	<p>1. The Contractor shall create or update a local public health response plan to maintain access to the following trained, response-ready personnel:</p> <ul style="list-style-type: none"> <li>a. Staff who monitor routine jurisdictional public health disease surveillance systems; EpiTrax and ad-hoc response systems as necessary.</li> <li>b. Staff who are trained to conduct routine disease investigations to include: <ul style="list-style-type: none"> <li>i. Case reporting</li> <li>ii. Outbreak reporting</li> </ul> </li> <li>c. Staff who can support surge requirements in response to disease-related events.</li> <li>d. Staff who can respond to emergencies that threaten public health to include: <ul style="list-style-type: none"> <li>i. immediate after-hours response to high risk disease situations</li> </ul> </li> </ul>
<p><b>Sub-Activity #2</b></p>	<p>1. The Contractor shall create or update a local public health response plan for disease events that includes:</p> <ul style="list-style-type: none"> <li>a. Processes for requesting additional assistance when disease response exceeds local capacity.</li> </ul>
<p><b>Sub-Activity #3</b></p>	<p>1. The Contractor shall maintain accurate disease investigation data.</p> <ul style="list-style-type: none"> <li>a. The Contractor shall enter complete, accurate information from Local Public Health Agency (LPHA) conducted disease investigations into the designated statewide surveillance system.</li> <li>b. The Contractor shall complete data entry within three business days of investigation or interview unless otherwise specified during urgent responses requiring more timely data submission.</li> </ul> <p>2. The Contractor shall maintain complete and accurate outbreak investigation data.</p> <ul style="list-style-type: none"> <li>a. The Contractor shall enter complete information from Local Public Health Agency (LPHA) conducted outbreak investigations into the designated statewide surveillance system EpiTrax (or ad-hoc response systems as necessary).</li> <li>b. The Contractor shall complete data entry within three business days of investigation or interview unless otherwise specified during urgent responses requiring more timely data submission.</li> </ul>
<p><b>Sub-Activity #4</b></p>	<p>1. The Contractor shall assess disease investigation metrics reports provided to them.</p> <ul style="list-style-type: none"> <li>a. The Contractor shall resolve any issues identified in the investigation metrics reports.</li> <li>b. The Contractor shall record each disease investigation metrics report issue resolution in the Grant Reporting Spreadsheet.</li> </ul>
<p><b>Sub-Activity #5</b></p>	<p>1. The Contractor shall provide timely, complete, Outbreak Reports for LPHA led outbreaks for the following:</p> <ul style="list-style-type: none"> <li>a. Initial Outbreak Report.</li> <li>b. Final Outbreak Report.</li> </ul>
<p><b>Sub-Activity #6</b></p>	<p>1. The Contractor shall provide timely, complete National Outbreak Reporting System (NORS) forms for the following outbreaks led by the LPHA:</p> <ul style="list-style-type: none"> <li>a. Waterborne and foodborne disease outbreaks.</li> <li>b. Enteric disease outbreaks transmitted by: <ul style="list-style-type: none"> <li>i. contact with environmental sources</li> <li>ii. contact with infected people or animals</li> <li>iii. through an indeterminate/unknown mode</li> </ul> </li> </ul>
<p><b>Sub-Activity #7</b></p>	<p>1. The Contractor shall respond to incidents with public health implications within their jurisdiction in order to implement appropriate disease control and mitigation activities to include immediate responses to high risk disease situations outside of normal business hours.</p>

<p><b>Sub-Activity #8</b></p>	<p>1. The Contractor shall review response to recent disease events.</p> <ul style="list-style-type: none"> <li>a. Data shall be reviewed from COVID-19.</li> <li>b. Other recent communicable disease event responses: <ul style="list-style-type: none"> <li>i. lessons learned shall be identified</li> <li>ii. best practices shall be identified</li> </ul> </li> </ul> <p>2. The Contractor shall summarize the review to inform future updates to infectious disease response and pandemic plans..</p>
<p><b>Primary Activity #2</b></p>	<p>The Contractor shall assess public health surveillance data to assist with the prompt identification of potentially hazardous health situations to enable rapid decision making and information sharing for the protection of community health.</p>
<p><b>Sub-Activity #1</b></p>	<p>1. The Contractor shall maintain awareness of communicable disease trends in their jurisdiction.</p> <ul style="list-style-type: none"> <li>a. The Contractor shall regularly assess trends in surveillance data for their jurisdiction.</li> <li>b. The Contractor shall assess how social determinants of health influence disease trends in their jurisdiction.</li> <li>c. The Contractor shall attend statewide Communicable Disease Epi Update calls.</li> <li>d. The Contractor shall attend Statewide Epidemiology (Epi) Response Coordination calls during statewide response to communicable disease events.</li> </ul>
<p><b>Sub-Activity #2</b></p>	<p>1. The Contractor shall meet at least quarterly with the state Field Epidemiologist assigned to their region to discuss;</p> <ul style="list-style-type: none"> <li>a. Epidemiology activities.</li> <li>b. Agency epidemiology capacity.</li> </ul>
<p><b>Sub-Activity #3</b></p>	<p>1. The Contractor shall present public health data and concepts with community stakeholders, a minimum of every six (6) months for the following purposes:</p> <ul style="list-style-type: none"> <li>a. To enhance early detection of infectious disease outbreaks,</li> <li>b. To enhance rapid response to disease outbreaks,</li> <li>c. To improve the management of infectious disease outbreaks,</li> <li>d. To improve the management of novel emerging disease threats.</li> </ul> <p>2. Sharing activities include but are not limited to:</p> <ul style="list-style-type: none"> <li>a. Sharing public health data trends through a newsletter.</li> <li>b. Sharing public health data through a website.</li> <li>c. Discussing the agency’s epidemiological response plan with community response stakeholders.</li> <li>d. Reviewing an outbreak investigation with community stakeholders.</li> <li>e. Reviewing the role of epidemiology in emergency preparedness and response.</li> <li>f. Sharing epidemiological tools that can be used in emergency preparedness and response.</li> </ul>

<p><b>Sub-Activity #4</b></p>	<p>1. The Contractor shall support disease control activities among people at higher risk of communicable disease infections through collaboration and planning with stakeholders such as:</p> <ul style="list-style-type: none"> <li>a. Organizations supporting people experiencing homelessness.</li> <li>b. Correctional facilities (excluding state and federal facilities).</li> <li>c. Organizations supporting populations &gt;65 years.</li> <li>d. Organizations supporting food security.</li> <li>e. Schools.</li> <li>f. Childcare facilities.</li> <li>g. Organizations supporting seasonal workers.</li> <li>h. Organizations supporting migrant populations.</li> <li>i. Organizations supporting people with behavioral health needs.</li> <li>j. Organizations supporting people with disabilities.</li> <li>k. Organizations supporting people with other chronic health conditions.</li> <li>l. Organizations supporting other diverse populations with a disproportionate burden of disease risk, morbidity, or mortality.</li> </ul>
<p><b>Goal #2:</b> To increase capacity for preparedness, response and recovery during public health emergencies.</p>	
<p><b>Objective #1:</b> No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through exercises.</p>	
<p><b>Primary Activity #1</b></p>	<p>The contractor shall respond to quarterly redundant communication drills conducted by the Office of Emergency Preparedness and Response (OEPR) through the one or more of the following methods:</p> <ul style="list-style-type: none"> <li>a. Email</li> <li>b. Phone</li> <li>c. SMS text</li> <li>d. Radios</li> </ul>
<p><b>Sub-Activity #1</b></p>	<p>1. Response to quarterly Communicable Disease after-hour drills may be made by one or more of the following methods:</p> <ul style="list-style-type: none"> <li>a. Phone</li> <li>b. SMS Text Message</li> </ul>
<p><b>Primary Activity #2</b></p>	<p>The Contractor shall update the LPHA Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE) twice per year</p>
<p><b>Sub-Activity #1</b></p>	<p>1. The list shall additionally be updated when</p> <ul style="list-style-type: none"> <li>a. Contact information changes.</li> <li>b. Operating hours change.</li> <li>c. New Emergency Preparedness &amp; Response (EPR) staff are added.</li> <li>d. Primary Communicable Disease staff change.</li> </ul>
<p><b>Primary Activity #3</b></p>	<p>The Contractor shall respond to quarterly redundant communications drills with OEPR</p>
<p><b>Sub-Activity #1</b></p>	<p>1. Responses to drills may include the following methods:</p> <ul style="list-style-type: none"> <li>a. Phone</li> <li>b. SMS Text</li> <li>c. Active participation</li> </ul>
<p><b>Primary Activity #4</b></p>	<p>The Contractor shall complete an individual agency or local level Health Alert Network (HAN) Assessment.</p>

<b>Primary Activity #5</b>	The Contractor shall participate in a 4th quarter HAN drill with OEPR.
<b>Primary Activity #6</b>	The Contractor shall utilize the Colorado Volunteer Mobilizer (CVM) system for a minimum of two (2) disaster drills or events.
<b>Primary Activity #7</b>	The Contractor shall participate in quarterly redundant 800 MgHz radio communication drills.
<b>Primary Activity #8</b>	The Contractor shall develop and conduct a discussion-based exercise that addresses a priority jurisdictional risk.
<b>Sub Activity #1</b>	1. Exercises shall be selected from one of the following options that best meets their jurisdictional needs: <ul style="list-style-type: none"> <li>a. Seminar</li> <li>b. Workshop</li> <li>c. Tabletop Exercise</li> <li>d. Game</li> </ul>
<b>Sub Activity #2</b>	1. The Contractor shall create an After Action Report and Improvement Plan following the discussion-based exercise.
<b>Primary Activity #9</b>	The Contractor shall coordinate with the HCC Readiness and Response Coordinator (RRC) designee to engage the ESF #8 support function for emergencies that are a threat to the public health & healthcare system.
<b>Objective #2:</b> No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through training.	
<b>Primary Activity #1</b>	The Contractor shall participate in an Access and Functional Needs (AFN) training.
<b>Primary Activity #2</b>	The Contractor shall identify staff who have been trained as primary CVM administrator.
<b>Objective #3:</b> No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through planning.	
<b>Primary Activity #1</b>	The Contractor shall develop documentation identifying the LPHA and Emergency Support Function 8 (ESF8) - Public Health and Medical role during a mass care event within your jurisdiction.
<b>Primary Activity #2</b>	The Contractor shall develop documentation identifying the LPHA and Emergency Support Function 8 (ESF8) - Public Health and Medical role during a mass fatality event within your jurisdiction.
<b>Primary Activity #3</b>	The Contractor shall document meetings with the local Emergency Manager to discuss planning and Public Health/Emergency Management coordination during responses at least once per quarter.
<b>Primary Activity #4</b>	The Contractor shall participate in public health preparedness, response, or recovery related conferences at the discretion of the Contractor.
<b>Primary Activity #5</b>	The Contractor shall complete a BP1 Action Plan.

<b>Sub-Activity #1</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall meet quarterly with their Field Manager to discuss;             <ol style="list-style-type: none"> <li>a. Priority areas identified</li> <li>b. Quarterly progress.</li> </ol> </li> </ol>
<b>Primary Activity #6</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall conduct a comprehensive review of the Public Health Emergency Operations Plan (PHEOP) to include;             <ol style="list-style-type: none"> <li>a. Additions or updates from the current hazard vulnerability assessment</li> <li>b. After action reports.</li> </ol> </li> </ol>
<b>Primary Activity #7</b>	<p>The Contractor shall participate in the development or update of an All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP), which shall include Progressive exercise planning.</p>
<b>Sub-Activity #1</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall complete one of the following:             <ol style="list-style-type: none"> <li>a. The contractor shall update their existing MYIPP plan.</li> <li>b. The contractor shall develop a new MYIPP plan.</li> </ol> </li> </ol>
<b>Primary Activity #8</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall participate in a Risk Assessment.</li> </ol>
<b>Primary Activity #9</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall revise their communication plan for response related efforts that engage ESF #8 for emergencies that are a threat to the public health and healthcare system.</li> </ol>
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Contractor shall comply with primary disease case investigation responsibilities for local or state public health agencies and the public health response timelines outlined in the CDPHE Communicable Disease Manual <a href="https://cdphe.colorado.gov/communicable-disease-manual">https://cdphe.colorado.gov/communicable-disease-manual</a> in the “Public Health Reportable Condition Investigation Guidance” (<a href="https://drive.google.com/file/d/1ouXj7pHmp912S8DLhgLQkwcOK6rYAe_Q/view">https://drive.google.com/file/d/1ouXj7pHmp912S8DLhgLQkwcOK6rYAe_Q/view</a>). This document and website are incorporated and made part of the contract by reference and are available on the following website: <a href="https://cdphe.colorado.gov/communicable-disease-manual">https://cdphe.colorado.gov/communicable-disease-manual</a></li> <li>3. The Contractor shall use statewide guidance and best practice in investigation of disease and outbreaks, including exposure monitoring. Guidance for many conditions can be found in the CDPHE Communicable Disease Manual: (<a href="https://cdphe.colorado.gov/communicable-disease-manual">https://cdphe.colorado.gov/communicable-disease-manual</a>). Guidance may evolve and be adapted for changing responses or new pathogens. The CDPHE Communicable Disease Branch (CDB) will provide the most up to date guidance as needed.</li> <li>4. The Contractor shall report cases, contacts, or exposures of reportable conditions that require investigation outside of the jurisdiction into EpiTrax or ad-hoc response surveillance systems within one working day of Contractor knowledge of the case, contact, or exposed individual or immediately by phone to CDPHE for high risk conditions.</li> <li>5. The Contractor shall comply with reporting requirements when completing the CDC National Outbreak Reporting System (NORS) forms and Outbreak Reports. This information is incorporated and made part of this contract by reference and is located on the CDPHE website <a href="https://cdphe.colorado.gov/infectious-disease-guidelines/outbreak-investigation-guidelines">https://cdphe.colorado.gov/infectious-disease-guidelines/outbreak-investigation-guidelines</a></li> <li>6. CDPHE will provide the contractor access to the Grant Reporting Spreadsheet and CO-SHARE.</li> <li>7. CDPHE will provide disease investigation metrics reports to the contractor.</li> <li>8. The Contractor shall attend a minimum of 80% of the bi-monthly epidemiologist conference calls.</li> <li>9. CDPHE will record and monitor attendance of the bi-monthly epidemiologist conference calls.</li> <li>10. CDPHE will supply disease reporting and investigation metrics reports in August 2024 and February 2025.</li> </ol>

11. The Contractor shall resolve issues related to missing data for disease and outbreak investigation in Epi Trax or ad hoc surveillance systems for conditions and outbreaks investigated by the LPHA no later than two (2) weeks after receiving a missing data report.
12. The Contractor shall consult with CDPHE if they are unable to meet the target for completing timely investigations for conditions with primary LPHA investigation responsibility within the timeframe described in “Public Health Reportable Condition Investigation Guidance” or in other response specific guidance. This target is 90% of all cases interviewed within the designated time frame for that condition from the date the case was assigned to a county in EpiTrax.
13. The Contractor shall comply with CDPHE requirements in the use of EpiTrax and ad-hoc response systems for data reporting including timely, complete data entry for required fields.
14. The Contractor shall comply with CDPHE requirements for outbreak reporting.
15. A high risk disease situation is one where the public health agency must make timely decisions or perform timely actions to prevent additional disease spread. Examples include but are not limited to: performing case investigation for an immediately reportable disease/condition in order to offer post-exposure prophylaxis to contacts, investigating a potential bioterrorism agent, and implementing immediate disease control measures for an ongoing outbreak.
16. The Contractor shall comply with the investigation expectations described in the 2023 FoodNet Expansion Plan ([https://docs.google.com/document/d/1UJlNx8uQvSChJAY\\_3wjpVG4XyuL2pnkLgYGARazxuSg/edit?usp=sharing](https://docs.google.com/document/d/1UJlNx8uQvSChJAY_3wjpVG4XyuL2pnkLgYGARazxuSg/edit?usp=sharing)) by achieving the expectations described for LPHA led interviews or opting to have CDPHE EDIT conduct FoodNet interviews.
17. The intent of individual agency HAN drills is to assess existing HAN agency infrastructure and identify gaps or inefficiencies in communications systems.
18. The Contractor shall adhere to Homeland Security Exercise & Evaluation Program (HSEEP) principles for exercises and planning.
19. The Contractor shall align exercises with the PHEP Exercise Framework.
20. CDPHE-OEPR will provide HSEEP exercise templates, including a template for a situation manual and After Action Report/Improvement Plan (AAR/IP).
21. CDPHE will provide technical assistance to support exercise planning, upon request.
22. The Contractor shall submit AAR/IP within 90 days from any event, exercise or real world, in CO-SHARE.
23. The Contractor shall include the HCC RRC designee in preparing for, responding to, recovering from emergencies that are a threat to the medical system.
24. The Contractor shall include HCC roles and responsibilities in response documentation to include:
  - a. Situational Awareness
  - b. Communications
  - c. Coordination
25. Response documentation may include:
  - a. Plans
  - b. Annexes
  - c. Procedures
  - d. Policies
  - e. Algorithms
  - f. Concepts of Operations
  - g. AAR/IP
26. Presentation reports shall include the date of presentation and brief topic synopsis via the Grant Reporting spreadsheet.
27. CDPHE-OEPR will provide the dates and locations of the Division of Homeland Security and Emergency Management (DHSEM)'s Access and Functional Needs Road Show as an option for completion of this deliverable.
28. Contractors with 10 or more FTE must also identify an alternate CVM administrator.
29. The Contractor's CVM administrators shall:
  - a. Have completed CVM administrator training within the past 24 months
  - b. Signed the annual confidentiality agreement
  - c. Be recognized by CDPHE as a CVM administrator
30. CDPHE will provide quarterly CVM administrator training for LPHAs.

	<p>31. CDPHE shall require CVM reports after mission drills or real events.</p> <p>32. CDPHE will provide a mass care template by July 1, 2024.</p> <p>33. The Contractor shall use the Mass Care Template when documenting mass care events.</p> <p>34. CDPHE will provide a mass fatality template by July 1, 2024.</p> <p>35. The Contractor shall use the Mass Fatality Template when documenting mass care events.</p> <p>36. The Contractor shall identify four (4) priority areas in the BP1 Action Plan.</p> <p>37. CDPHE-OEPR will provide an Action Plan Template by July 1, 2024.</p> <p>38. The Contractor shall include the HCC RRC designee, their roles and responsibilities, in the PHEOP for response that engages ESF #8.</p> <p>39. The Contractor shall demonstrate participation in the All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP) by submitting a MYIPP that addresses plans, training and exercising for prioritized jurisdictional risks.</p> <p>40. The Risk Assessment shall include representation for people who are disproportionately impacted by public health emergencies.</p> <p>41. CDPHE-OEPR will provide a risk assessment template by July 1, 2024.</p> <p>42. The Risk Assessment can be for the jurisdiction or region.</p> <p>43. The contractor shall define the roles of the following response partners in communication plans that engage ESF #8:</p> <ul style="list-style-type: none"> <li>a. ESF8 Lead</li> <li>b. HCC RRC</li> <li>c. OEPR Field Manager</li> </ul> <p>44. For LPHAs serving the ESF #8 lead role, communication plans must describe how response partners are included in all notification methods.</p>														
<p><b>Expected Results of Activity(s)</b></p>	<p>Colorado public health agencies will improve their ability to respond to public health emergencies and related events to which a public health response is necessitated.</p>														
<p><b>Measurement of Expected Results</b></p>	<ol style="list-style-type: none"> <li>1. NORS forms are complete.</li> <li>2. Outbreak Summary Reports are complete.</li> <li>3. Disease investigations conducted by the Contractor are timely and complete.</li> <li>4. The Grant Reporting spreadsheet is complete for all deliverables.</li> </ol>														
<p><b>Deliverables</b></p>	<table border="1"> <thead> <tr> <th data-bbox="1175 1178 1435 1209"></th> <th data-bbox="1175 1178 1435 1209"><b>Completion Date</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="418 1209 1170 1329"> <ol style="list-style-type: none"> <li>1. The Contractor shall submit their local Public Health Response plan via CO-SHARE.</li> </ol> </td> <td data-bbox="1175 1209 1435 1329"> <p>No later than September 30, 2024</p> </td> </tr> <tr> <td data-bbox="418 1329 1170 1449"> <ol style="list-style-type: none"> <li>2. The Contractor shall submit BP1 Action Plan via CO-SHARE.</li> </ol> </td> <td data-bbox="1175 1329 1435 1449"> <p>No later than September 30, 2024</p> </td> </tr> <tr> <td data-bbox="418 1449 1170 1568"> <ol style="list-style-type: none"> <li>3. The Contractor shall submit a copy of the Risk Assessment via CO-SHARE</li> </ol> </td> <td data-bbox="1175 1449 1435 1568"> <p>No later than December 31, 2024</p> </td> </tr> <tr> <td data-bbox="418 1568 1170 1688"> <ol style="list-style-type: none"> <li>4. The Contractor shall submit final NORS forms for LPHA led outbreaks in EpiTrax or ad-hoc response systems.</li> </ol> </td> <td data-bbox="1175 1568 1435 1688"> <p>No later than two (2) months from first illness onset</p> </td> </tr> <tr> <td data-bbox="418 1688 1170 1808"> <ol style="list-style-type: none"> <li>5. The Contractor shall submit final outbreak summary reports for LPHA led outbreak in the Epi Trax or ad-hoc response system used.</li> </ol> </td> <td data-bbox="1175 1688 1435 1808"> <p>No later than six months from first illness onset</p> </td> </tr> <tr> <td data-bbox="418 1808 1170 1927"> <ol style="list-style-type: none"> <li>6. The Contractor shall report new outbreaks identified in their jurisdiction to the CDPHE Communicable Disease Branch program manager via the approved submission method.</li> </ol> </td> <td data-bbox="1175 1808 1435 1927"> <p>No later than one business day from identification</p> </td> </tr> </tbody> </table>		<b>Completion Date</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall submit their local Public Health Response plan via CO-SHARE.</li> </ol>	<p>No later than September 30, 2024</p>	<ol style="list-style-type: none"> <li>2. The Contractor shall submit BP1 Action Plan via CO-SHARE.</li> </ol>	<p>No later than September 30, 2024</p>	<ol style="list-style-type: none"> <li>3. The Contractor shall submit a copy of the Risk Assessment via CO-SHARE</li> </ol>	<p>No later than December 31, 2024</p>	<ol style="list-style-type: none"> <li>4. The Contractor shall submit final NORS forms for LPHA led outbreaks in EpiTrax or ad-hoc response systems.</li> </ol>	<p>No later than two (2) months from first illness onset</p>	<ol style="list-style-type: none"> <li>5. The Contractor shall submit final outbreak summary reports for LPHA led outbreak in the Epi Trax or ad-hoc response system used.</li> </ol>	<p>No later than six months from first illness onset</p>	<ol style="list-style-type: none"> <li>6. The Contractor shall report new outbreaks identified in their jurisdiction to the CDPHE Communicable Disease Branch program manager via the approved submission method.</li> </ol>	<p>No later than one business day from identification</p>
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	7. The Contractor shall submit documentation of any issues identified in the disease investigation metrics reports including how they were resolved for disease and outbreaks investigated by LPHAs via the Grant Reporting Spreadsheet.	No later one (1) month after receiving the report
	8. The Contractor shall submit the name, date and topic of the public health or community organization to which a disease topic was presented between July 1, 2024 and December 31, 2024, in the Grant Reporting Spreadsheet.	No later than February 28, 2025
	9. The Contractor shall submit the name, date and topic of the public health or community organization to which a disease topic was presented between January 1, 2025 and June 30, 2025 in the Grant Reporting Spreadsheet.	No later than the contract end date
	10. The Contractor shall submit a brief summary of communicable disease prevention or response efforts among people of higher risk of communicable disease infection via the Grant Reporting Spreadsheet.	No later than the contract end date
	11. The Contractor shall submit a summary describing the operational strengths and areas for improvement identified during communicable disease response AAR reviews via CO-SHARE.	No later than the contract end date
	12. The Contractor shall submit the name of the public health or community organization to which a surveillance or epidemiologic topic was presented between July 1, 2023 and December 31, 2023, via the Grant Reporting spreadsheet.	No later than Feb. 28, 2025
	13. The Contractor shall submit the name of the public health or community organization to which a surveillance or epidemiologic topic was presented between January 1, 2024 and June 30, 2024 via the Grant Reporting spreadsheet.	No later than the contract end date
	14. The Contractor shall submit a brief summary of disease prevention and response efforts among people of higher risk of communicable disease infection via the Grant Reporting spreadsheet.	No later than the contract end date
	15. The Contractor shall submit individual agency HAN assessment findings in CO-SHARE.	No later than June 15, 2025
	16. The Contractor shall submit CVM reports for two (2) completed mission drills or real events in CO-SHARE.	No later than June 15, 2025
	17. The Contractor shall submit an After Action Report and Improvement Plan (AAR/IP) in CO-SHARE.	No later than June 15, 2025
	18. The Contractor shall submit one updated Emergency Support Function 8 (ESF#8) response documentation in CO-SHARE.	No later than June 15, 2025
	19. The Contractor shall submit proof of attendance to an Access & Functional needs training in CO-SHARE.	No later than June 15, 2025
	20. The Contractor shall submit copies of CVM administrator training certificate(s) with confidentiality agreements in CO-SHARE.	No later than June 15, 2025
	21. The Contractor shall submit the completed mass care template in CO-SHARE.	No later than June 15, 2025

<b>Deliverables</b>	22. The Contractor shall submit the completed mass fatality template in CO-SHARE.	No later than June 15, 2025
	23. The Contractor shall submit documentation of meetings with the Emergency Manager in CO-SHARE.	No later than June 15, 2025
	24. The Contractor shall submit the updated PHEOP in CO-SHARE.	No later than June 15, 2025
	25. The Contractor shall submit an All-Hazards MYIPP in CO-SHARE	No later than June 15, 2025
	26. The Contractor shall submit the revised communication plan via CO-SHARE.	No later than June 15, 2025

**IV. Monitoring:**

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the program monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor’s performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**V. Resolution of Non-Compliance:**

The Contractor will be notified in writing within 30 calendar days of discovery of a compliance issue. Within 10 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Public Health Emergency Preparedness (PHEP) Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Terms and Conditions of this contract.

## **Exhibit D, Grant 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.
  - 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;
  - 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:
    - 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;
    - 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.
- 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 SUBRECIPIENT WITH SUBCONTRACTORS.**

- 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;
  - 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.



In accordance with **§4.B** of the Main Task Order Contract referenced above, Contractor shall complete the following Project:

**1. PROJECT DESCRIPTION**

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (the "SOW"). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Main Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work and Exhibit C - Budget.

**2. PAYMENT**

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the Statement of Work and the Main Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

**3. PERFORMANCE PERIOD**

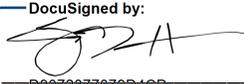
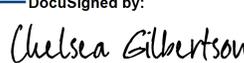
Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

**4. TASK ORDER EFFECTIVE DATE:**

The Effective Date of this Task Order is upon approval of the State Controller or **July 1, 2024**, whichever is later.

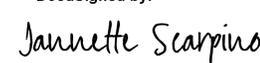
**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

<p style="text-align: center;"><b>CONTRACTOR</b></p> <p style="text-align: center;"><b>Board of County Commissioners of Gunnison County</b> (a political subdivision of the state of Colorado) <b>For the use and benefit of the</b> <b>Gunnison County Department of Health and Human Services</b></p> <p>DocuSigned by:  D9072677079D4CD... By: Signature</p> <p>Jonathan Houck Name of Person Signing for Contractor</p> <p>Chair-Gunnison BOCC Title of Person Signing for Contractor</p> <p>Date: 2024-06-18</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> <b>Colorado Department of Public Health and Environment</b> <b>Jill Hunsaker Ryan, MPH, Executive Director</b></p> <p>DocuSigned by:  2C13912416524B1... By: Signature</p> <p>Chelsea Gilbertson Name of Executive Director Delegate</p> <p>Procurement &amp; Contracts Section Title of Executive Director Delegate</p> <p>Date: 2024-06-18</p>
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In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

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

DocuSigned by:  
  
8CA04B14546748A...  
By: Signature

Jannette Scarpino  
Name of State Controller Delegate

Chief Financial Officer  
Title of State Controller Delegate

Effective Date: 2024-06-18

-- Signature Page End --

## EXHIBIT A

**ADDITIONAL PROVISIONS****To Master Task Order Contract Dated 04/25/2022 Task Order Routing Number 23 FAA 00023**

These provisions are to be read and interpreted in conjunction with the provisions of the Master Task Order Contract specified above.

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than forty-five (45) calendar days after the end of the billing period for which Services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Lisa Sparrow, Contract monitor [lisa.sparrow@state.co.us](mailto:lisa.sparrow@state.co.us).

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than forty-five (45) calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

2. Time Limit For Acceptance Of Deliverables.
  - a. Evaluation Period. The State shall have forty-five (45) calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
  - b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within thirty (30) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
  - c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed thirty (30) calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within thirty (30) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and will require a modification in accordance with General Provisions, Section 18I, Modification, or Option Letter Provisions of this Contract.
5. Contractor shall comply to the provisions of 45 CFR Part 75.
6. [CDC Additional Requirements](#) apply to this project.

**STATEMENT OF WORK**  
To Original Contract Number: 2025\*0120

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

**I. Project Description:**

This project serves to improve medical and public health care preparedness, response, recovery and epidemiological capabilities at the federal, state, and local levels. Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. Centers for Disease Control and Prevention (CDC) established the Public Health Emergency Preparedness PHEP program to build public health emergency response capabilities both nationally and locally.

The PHEP cooperative agreement provides technical assistance and resources to support state, local, Tribal, and territorial public health departments, along with Healthcare Coalitions (HCCs) and health care organizations, throughout Colorado to record measurable and sustainable progress towards achieving the preparedness and response capabilities that promote prepared and resilient communities through planning, training, and exercises.

**II. Definitions:**

1. AFN- Access and Functional Needs
2. AAR/IP- After Action Report/Improvement Plan
3. BP1- Budget Period 1
4. CDB- Communicable Disease Branch
5. CDPHE- Colorado Department of Public Health and Environment
6. CO-SHARE- Colorado State Health and Readiness Exchange
7. CVM- Colorado Volunteer Mobilizer
8. DHSEM- Division of Homeland Security and Emergency Management
9. EpiTrax- Disease reporting and surveillance system
10. EPI- Epidemiology
11. EPR- Emergency Preparedness and Response
12. ESF#8- Emergency Support Function 8, Public Health & Medical
13. HAN- Health Alert Network
14. HSEEP- Homeland Security Exercise & Evaluation Program
15. LPHA- Local Public Health Agency
16. MYIPP- Multi Year Integrated Preparedness Plan
17. NORIS- National Outbreak Reporting System
18. OEPR- Office of Emergency Preparedness and Response
19. PHEOP- Public Health Emergency Operations Plan
20. RRC- Readiness & Response Coordinator
21. SMS Text- Short Message Service

**III. Work Plan:**

<b>Goal #1:</b> To ensure the State of Colorado has the ability to effectively prepare for, monitor, detect, diagnose, investigate, and nimbly respond to all types of conditions, events, and disasters that impact the public's health.
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<b>Objective #1:</b> No later than the expiration date of the Contract, provide public health preparedness, response, and recovery activities, and maintain public health surveillance and epidemiological response capacity in the Jurisdiction through planning, training, exercises and response to real events.
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<b>Primary Activity #1</b>	The Contractor shall conduct timely, complete disease investigations to implement appropriate disease control and mitigation activities.
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<b>Sub-Activities #1</b>	<p>1. The Contractor shall create or update a local public health response plan to maintain access to the following trained, response-ready personnel:</p> <ul style="list-style-type: none"> <li>a. Staff who monitor routine jurisdictional public health disease surveillance systems; EpiTrax</li> <li>b. Ad-hoc response systems</li> <li>c. Staff who are trained to conduct routine disease investigations to include: <ul style="list-style-type: none"> <li>i. Case reporting</li> <li>ii. Outbreak reporting</li> </ul> </li> <li>d. Staff who can support surge requirements in response to disease-related events.</li> <li>e. Staff who can respond to emergencies that threaten public health to include; <ul style="list-style-type: none"> <li>i. immediate after-hours response to high risk disease situations</li> </ul> </li> </ul>
<b>Sub-Activities #2</b>	<p>1. The Contractor shall create or update a local public health response plan for disease events that includes:</p> <ul style="list-style-type: none"> <li>a. Processes for requesting additional assistance when disease response exceeds local capacity.</li> </ul>
<b>Sub-Activities #3</b>	<p>1. The Contractor shall maintain accurate disease investigation data.</p> <ul style="list-style-type: none"> <li>a. The Contractor shall enter complete, accurate information from Local Public Health Agency (LPHA) conducted disease investigations into the designated statewide surveillance system.</li> <li>b. The Contractor shall complete data entry within three business days of investigation or interview. <ul style="list-style-type: none"> <li>i. If during urgent responses requiring more timely data submission, additional time will be granted</li> </ul> </li> </ul> <p>2. The Contractor shall maintain complete and accurate outbreak investigation data.</p> <ul style="list-style-type: none"> <li>a. The Contractor shall enter complete information from Local Public Health Agency (LPHA) conducted outbreak investigations into the designated statewide surveillance system EpiTrax (or ad-hoc response systems as necessary).</li> <li>b. The Contractor shall complete data entry within three business days of investigation or interview. <ul style="list-style-type: none"> <li>i. If during urgent responses requiring more timely data submission, additional time will be granted.</li> </ul> </li> </ul>
<b>Sub-Activities #4</b>	<p>1. The Contractor shall assess disease investigation metrics reports provided to them.</p> <ul style="list-style-type: none"> <li>a. The Contractor shall resolve any issues identified in the investigation metrics reports.</li> <li>b. The Contractor shall record each disease investigation metrics report issue resolution in the Grant Reporting Spreadsheet.</li> </ul>
<b>Sub-Activities #5</b>	<p>1. The Contractor shall provide timely, complete, Outbreak Reports for LPHA led outbreaks for the following:</p> <ul style="list-style-type: none"> <li>a. Initial Outbreak Report.</li> <li>b. Final Outbreak Report.</li> </ul>
<b>Sub-Activities #6</b>	<p>1. The Contractor shall provide timely, complete National Outbreak Reporting System (NORS) forms for the following outbreaks led by the LPHA:</p> <ul style="list-style-type: none"> <li>a. Waterborne and foodborne disease outbreaks.</li> <li>b. Enteric disease outbreaks transmitted by: <ul style="list-style-type: none"> <li>i. contact with environmental sources</li> <li>ii. contact with infected people or animals</li> <li>iii. through an indeterminate/unknown mode</li> </ul> </li> </ul>

<b>Sub-Activities #7</b>	1. The Contractor shall respond to incidents with public health implications within their jurisdiction in order to implement appropriate disease control and mitigation activities to include immediate responses to high risk disease situations outside of normal business hours.
<b>Sub-Activities #8</b>	1. The Contractor shall review response to recent disease events. <ul style="list-style-type: none"> <li>a. Data shall be reviewed from COVID-19.</li> <li>b. Other recent communicable disease event responses: <ul style="list-style-type: none"> <li>i. lessons learned shall be identified</li> <li>ii. best practices shall be identified</li> </ul> </li> </ul> 2. The Contractor shall summarize the review to inform future updates to infectious disease response and pandemic plans.
<b>Primary Activity #2</b>	The Contractor shall assess public health surveillance data to assist with the prompt identification of potentially hazardous health situations to enable rapid decision making and information sharing for the protection of community health.
<b>Sub-Activities #1</b>	1. The Contractor shall maintain awareness of communicable disease trends in their jurisdiction. <ul style="list-style-type: none"> <li>a. The Contractor shall regularly assess trends in surveillance data for their jurisdiction.</li> <li>b. The Contractor shall assess how social determinants of health influence disease trends in their jurisdiction.</li> <li>c. The Contractor shall attend statewide Communicable Disease Epi Update calls.</li> <li>d. The Contractor shall attend Statewide Epidemiology (Epi) Response Coordination calls during statewide response to communicable disease events.</li> </ul>
<b>Sub-Activities #2</b>	1. The Contractor shall meet at least quarterly with the state Field Epidemiologist assigned to their region to discuss; <ul style="list-style-type: none"> <li>a. Epidemiology activities.</li> <li>b. Agency epidemiology capacity.</li> </ul>
<b>Sub-Activities #3</b>	1. The Contractor shall present public health data and concepts with community stakeholders, a minimum of every six (6) months for the following purposes: <ul style="list-style-type: none"> <li>a. To enhance early detection of infectious disease outbreaks,</li> <li>b. To enhance rapid response to disease outbreaks,</li> <li>c. To improve the management of infectious disease outbreaks,</li> <li>d. To improve the management of novel emerging disease threats.</li> </ul> 2. Sharing activities include but are not limited to: <ul style="list-style-type: none"> <li>a. Sharing public health data trends through a newsletter.</li> <li>b. Sharing public health data through a website.</li> <li>c. Discussing the agency’s epidemiological response plan with community response stakeholders.</li> <li>d. Reviewing an outbreak investigation with community stakeholders.</li> <li>e. Reviewing the role of epidemiology in emergency preparedness and response.</li> <li>f. Sharing epidemiological tools that can be used in emergency preparedness and response.</li> </ul>

<b>Sub-Activities #4</b>	<p>1. The Contractor shall support disease control activities among people at higher risk of communicable disease infections through collaboration and planning with stakeholders such as:</p> <ul style="list-style-type: none"> <li>a. Organizations supporting people experiencing homelessness.</li> <li>b. Correctional facilities (excluding state and federal facilities).</li> <li>c. Organizations supporting populations &gt;65 years.</li> <li>d. Organizations supporting food security.</li> <li>e. Schools.</li> <li>f. Childcare facilities.</li> <li>g. Organizations supporting seasonal workers.</li> <li>h. Organizations supporting migrant populations.</li> <li>i. Organizations supporting people with behavioral health needs.</li> <li>j. Organizations supporting people with disabilities.</li> <li>k. Organizations supporting people with other chronic health conditions.</li> <li>l. Organizations supporting other diverse populations with a disproportionate burden of disease risk, morbidity, or mortality.</li> </ul>
<b>Goal #2:</b> To increase capacity for preparedness, response and recovery during public health emergencies.	
<b>Objective #1:</b> No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through exercises.	
<b>Primary Activity #1</b>	The contractor shall respond to quarterly redundant communication drills conducted by the Office of Emergency Preparedness and Response (OEPR)
<b>Sub-Activity #1</b>	<p>1. Response to quarterly redundant drills may be made by one or more of the following methods:</p> <ul style="list-style-type: none"> <li>a. Email</li> <li>b. Phone</li> <li>c. SMS text</li> <li>d. Radios</li> </ul>
<b>Primary Activity #2</b>	The contractor shall respond to quarterly Communicable Disease after-hour drills conducted by the Communicable Disease Branch (CDB)
<b>Sub-Activity #1</b>	<p>1. Response to quarterly after-hour drills may be made by one or more of the following methods:</p> <ul style="list-style-type: none"> <li>a. Phone</li> <li>b. SMS Text Message</li> </ul>
<b>Primary Activity #3</b>	The Contractor shall update the LPHA Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE)
<b>Sub-Activity #1</b>	<p>1. All fields in the LPHA Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE) a minimum of two (2) times per year</p> <p>2. The LPHA list shall also be updated when:</p> <ul style="list-style-type: none"> <li>a. Contact information changes.</li> <li>b. Operating hours change.</li> <li>c. New Emergency Preparedness &amp; Response (EPR) staff are added.</li> <li>d. Primary Communicable Disease staff change.</li> </ul>
<b>Primary Activity #4</b>	The Contractor shall complete an individual agency or local level Health Alert Network (HAN) Assessment.

<b>Primary Activity #5</b>	The Contractor shall participate in a 4th quarter HAN drill with OEPR.
<b>Primary Activity #6</b>	The Contractor shall utilize the Colorado Volunteer Mobilizer (CVM) system for a minimum of two (2) disaster drills or events.
<b>Primary Activity #7</b>	The Contractor shall participate in quarterly redundant 800 MgHz radio communication drills.
<b>Primary Activity #8</b>	The Contractor shall develop a discussion-based exercise that addresses a priority jurisdictional risk.
<b>Sub Activity #1</b>	1. Exercises shall be selected from one of the following options that best meets their jurisdictional needs: <ul style="list-style-type: none"> <li>a. Seminar</li> <li>b. Workshop</li> <li>c. Tabletop Exercise</li> <li>d. Game</li> </ul>
<b>Primary Activity #9</b>	The Contractor shall conduct their discussion-based exercise that addresses a priority jurisdictional risk with their emergency response team.
<b>Sub Activity #1</b>	1. The Contractor shall create an After Action Report and Improvement Plan following the exercise.
<b>Primary Activity #10</b>	The Contractor shall coordinate with the HCC Readiness and Response Coordinator (RRC) designee to engage the ESF #8 support function for emergencies that are a threat to the public health & healthcare system.
<b>Objective #2:</b> No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through training.	
<b>Primary Activity #1</b>	The Contractor shall participate in an Access and Functional Needs (AFN) training.
<b>Primary Activity #2</b>	The Contractor shall identify staff who have been trained as primary CVM administrator.
<b>Objective #3:</b> No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through planning.	
<b>Primary Activity #1</b>	The Contractor shall develop documentation identifying the LPHA and Emergency Support Function 8 (ESF8) - Public Health and Medical role during a mass care event within your jurisdiction.
<b>Primary Activity #2</b>	The Contractor shall develop documentation identifying the LPHA and Emergency Support Function 8 (ESF8) - Public Health and Medical role during a mass fatality event within your jurisdiction.
<b>Primary Activity #3</b>	The Contractor shall document meetings with the local Emergency Manager to discuss planning and Public Health/Emergency Management coordination during responses at least once per quarter.
<b>Primary Activity #4</b>	The Contractor shall participate in public health preparedness, response, or recovery related conferences at the discretion of the Contractor.

<b>Primary Activity #5</b>	The Contractor shall complete a Budget Period 1 (BP1) Action Plan.
<b>Sub-Activities #1</b>	1. The Contractor shall meet quarterly with their CDPHE Field Manager to discuss; <ul style="list-style-type: none"> <li>a. Priority areas identified</li> <li>b. Quarterly progress.</li> </ul>
<b>Primary Activity #6</b>	The Contractor shall conduct a comprehensive review of the Public Health Emergency Operations Plan (PHEOP).
<b>Sub-Activities #1</b>	1. Reviews shall include: <ul style="list-style-type: none"> <li>a. Additions or updates from the current hazard vulnerability assessment</li> <li>b. After action reports.</li> </ul>
<b>Primary Activity #7</b>	The Contractor shall complete an All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP) that shall include Progressive exercise planning.
<b>Sub-Activities #1</b>	1. The Contractor shall complete one of the following: <ul style="list-style-type: none"> <li>a. The contractor shall update their existing MYIPP plan.</li> <li>b. The contractor shall develop a new MYIPP plan.</li> </ul>
<b>Primary Activity #8</b>	The Contractor shall participate in a Risk Assessment.
<b>Primary Activity #9</b>	The Contractor shall revise their communication plan for response related efforts that engage ESF8 for emergencies that are a threat to the public health and healthcare system.
<b>Sub-Activities #1</b>	1. The contractor shall define the roles of the following response partners in communication plans that engage ESF #8: <ul style="list-style-type: none"> <li>a. ESF8 Lead</li> <li>b. HCC RRC</li> <li>c. OEPR Field Manager</li> </ul>
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Contractor shall comply with primary disease case investigation responsibilities for local or state public health agencies and the public health response timelines outlined in the CDPHE Communicable Disease Manual <a href="https://cdphe.colorado.gov/communicable-disease-manual">https://cdphe.colorado.gov/communicable-disease-manual</a> in the “Public Health Reportable Condition Investigation Guidance” (<a href="https://drive.google.com/file/d/1ouXj7pHmp912S8DLhgLQkwcOK6rYAe_Q/view">https://drive.google.com/file/d/1ouXj7pHmp912S8DLhgLQkwcOK6rYAe_Q/view</a>). This document and website are incorporated and made part of the contract by reference and are available on the following website: <a href="https://cdphe.colorado.gov/communicable-disease-manual">https://cdphe.colorado.gov/communicable-disease-manual</a></li> <li>3. The Contractor shall use statewide guidance and best practice in investigation of disease and outbreaks, including exposure monitoring. Guidance for many conditions can be found in the CDPHE Communicable Disease Manual: (<a href="https://cdphe.colorado.gov/communicable-disease-manual">https://cdphe.colorado.gov/communicable-disease-manual</a>). Guidance may evolve and be adapted for changing responses or new pathogens. The CDPHE Communicable Disease Branch (CDB) will provide the most up to date guidance as needed.</li> <li>4. The Contractor shall report cases, contacts, or exposures of reportable conditions that require investigation outside of the jurisdiction into EpiTrax or ad-hoc response surveillance systems within one working day of Contractor knowledge of the case, contact, or exposed individual or immediately by phone to CDPHE for high risk conditions.</li> <li>5. The Contractor shall comply with reporting requirements when completing the CDC National Outbreak Reporting System (NORS) forms and Outbreak Reports. This</li> </ol>

	<p>information is incorporated and made part of this contract by reference and is located on the CDPHE website <a href="https://cdphe.colorado.gov/infectious-disease-guidelines/outbreak-investigation-guidelines">https://cdphe.colorado.gov/infectious-disease-guidelines/outbreak-investigation-guidelines</a></p> <ol style="list-style-type: none"> <li>6. CDPHE will provide the contractor access to the Grant Reporting Spreadsheet and CO-SHARE.</li> <li>7. CDPHE will provide disease investigation metrics reports to the contractor.</li> <li>8. The Contractor shall attend a minimum of 80% of the bi-monthly epidemiologist conference calls.</li> <li>9. CDPHE will record and monitor attendance of the bi-monthly epidemiologist conference calls.</li> <li>10. CDPHE will supply disease reporting and investigation metrics reports in August 2024 and February 2025.</li> <li>11. The Contractor shall resolve issues related to missing data for disease and outbreak investigation in Epi Trax or ad hoc surveillance systems for conditions and outbreaks investigated by the LPHA no later than two (2) weeks after receiving a missing data report.</li> <li>12. The Contractor shall consult with CDPHE if they are unable to meet the target for completing timely investigations for conditions with primary LPHA investigation responsibility within the timeframe described in “Public Health Reportable Condition Investigation Guidance” or in other response specific guidance. This target is 90% of all cases interviewed within the designated time frame for that condition from the date the case was assigned to a county in EpiTrax.</li> <li>13. The Contractor shall comply with CDPHE requirements in the use of EpiTrax and ad-hoc response systems for data reporting including timely, complete data entry for required fields.</li> <li>14. The Contractor shall comply with CDPHE requirements for outbreak reporting.</li> <li>15. A high risk disease situation is one where the public health agency must make timely decisions or perform timely actions to prevent additional disease spread. Examples include but are not limited to: performing case investigation for an immediately reportable disease/condition in order to offer post-exposure prophylaxis to contacts, investigating a potential bioterrorism agent, and implementing immediate disease control measures for an ongoing outbreak.</li> <li>16. The Contractor shall comply with the investigation expectations described in the 2023 FoodNet Expansion Plan (<a href="https://docs.google.com/document/d/1UJlNx8uQvSChJAY_3wjvYG4XyuL2pnkLgYGARazxuSg/edit?usp=sharing">https://docs.google.com/document/d/1UJlNx8uQvSChJAY_3wjvYG4XyuL2pnkLgYGARazxuSg/edit?usp=sharing</a>) by achieving the expectations described for LPHA led interviews or opting to have CDPHE EDIT conduct FoodNet interviews.</li> <li>17. The intent of individual agency HAN drills is to assess existing HAN agency infrastructure and identify gaps or inefficiencies in communications systems.</li> <li>18. The Contractor shall adhere to Homeland Security Exercise &amp; Evaluation Program (HSEEP) principles for exercises and planning.</li> <li>19. The Contractor shall align exercises with the PHEP Exercise Framework provided by CDPHE via CO-Share.</li> <li>20. CDPHE-OEPR will provide HSEEP exercise templates, including a template for a situation manual and After Action Report/Improvement Plan (AAR/IP) via CO-Share by September 30, 2024.</li> <li>21. CDPHE will provide technical assistance to support exercise planning, upon request.</li> <li>22. The Contractor shall complete an AAR/IP within 90 days from any event, exercise or real world, in CO-SHARE.</li> <li>23. The Contractor shall include the HCC RRC designee in preparing for, responding to, recovering from emergencies that are a threat to the medical system.</li> <li>24. The Contractor shall include HCC roles and responsibilities in response documentation to include: <ol style="list-style-type: none"> <li>a. Situational Awareness</li> <li>b. Communications</li> <li>c. Coordination</li> </ol> </li> <li>25. Response documentation may include: <ol style="list-style-type: none"> <li>a. Plans</li> <li>b. Annexes</li> <li>c. Procedures</li> <li>d. Policies</li> </ol> </li> </ol>
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	<ul style="list-style-type: none"> <li>e. Algorithms</li> <li>f. Concepts of Operations</li> <li>g. AAR/IP</li> </ul> <p>26. Presentation reports shall include the date of presentation and brief topic synopsis via the Grant Reporting spreadsheet.</p> <p>27. CDPHE-OEPR will provide the dates and locations of the Division of Homeland Security and Emergency Management (DHSEM)'s Access and Functional Needs Road Show as an option for completion of this deliverable.</p> <p>28. Contractors with 10 or more FTE must also identify an alternate CVM administrator.</p> <p>29. The Contractor's CVM administrators shall:</p> <ul style="list-style-type: none"> <li>a. Have completed CVM administrator training within the past 24 months</li> <li>b. Signed the annual confidentiality agreement</li> <li>c. Be recognized by CDPHE as a CVM administrator</li> </ul> <p>30. CDPHE will provide quarterly CVM administrator training for LPHAs.</p> <p>31. CDPHE shall require CVM reports after mission drills or real events.</p> <p>32. CDPHE will provide a mass care template via CO-Share by July 1, 2024.</p> <p>33. The Contractor shall use the Mass Care Template when documenting mass care events.</p> <p>34. CDPHE will provide a mass fatality template via CO-Shae by July 1, 2024.</p> <p>35. The Contractor shall use the Mass Fatality Template when documenting mass care events.</p> <p>36. The Contractor shall identify four (4) priority areas in the BP1 Action Plan which will be provided by CDPHE via CO-Share.</p> <p>37. CDPHE-OEPR will provide an Action Plan Template by July 1, 2024.</p> <p>38. The Contractor shall include the HCC RRC designee, their roles and responsibilities, in the PHEOP for response that engages ESF #8.</p> <p>39. The Contractor shall demonstrate participation in the All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP) by submitting a MYIPP that addresses plans, training and exercising for prioritized jurisdictional risks.</p> <p>40. The Risk Assessment shall include representation for people who are disproportionately impacted by public health emergencies.</p> <p>41. CDPHE-OEPR will provide a risk assessment template by July 1, 2024.</p> <p>42. The Risk Assessment can be for the jurisdiction or region.</p> <p>43. For Local Public Health Agencies (LPHAs) serving the ESF #8 lead role, communication plans must describe how response partners are included in all notification methods. CDPHE will provide a link to the Emergency Support Functions via CO-Share.</p>	
<b>Expected Results of Activity(s)</b>	Colorado public health agencies will improve their ability to respond to public health emergencies and related events to which a public health response is necessitated.	
<b>Measurement of Expected Results</b>	<ul style="list-style-type: none"> <li>1. NORS forms are complete.</li> <li>2. Outbreak Summary Reports are complete.</li> <li>3. Disease investigations conducted by the Contractor are timely and complete.</li> <li>4. The Grant Reporting spreadsheet is complete for all deliverables.</li> </ul>	
	<b>Completion Date</b>	
	1. The Contractor shall submit their local Public Health Response plan via CO-SHARE.	No later than September 30, 2024
	2. The Contractor shall submit BP1 Action Plan via CO-SHARE.	No later than September 30, 2024
	3. The Contractor shall submit a copy of the Risk Assessment via CO-SHARE	No later than December 31, 2024

<b>Deliverables</b>	4. The Contractor shall submit final NORS forms for LPHA led outbreaks in EpiTrax or ad-hoc response systems.	No later than two (2) months from first illness onset
	5. The Contractor shall submit final outbreak summary reports for LPHA led outbreak in the Epi Trax or ad-hoc response system used.	No later than six months from first illness onset
	6. The Contractor shall report new outbreaks identified in their jurisdiction to the CDPHE Communicable Disease Branch program manager via the approved submission method.	No later than one business day from identification
	7. The Contractor shall submit documentation of any issues identified in the disease investigation metrics reports including how they were resolved for disease and outbreaks investigated by LPHAs via the Grant Reporting Spreadsheet.	No later one (1) month after receiving the report
	8. The Contractor shall submit the name, date and topic of the public health or community organization to which a disease topic was presented between July 1, 2024 and December 31, 2024, in the Grant Reporting Spreadsheet.	No later than February 28, 2025
	9. The Contractor shall submit the name, date and topic of the public health or community organization to which a disease topic was presented between January 1, 2025 and June 30, 2025 in the Grant Reporting Spreadsheet.	No later than the contract end date
	10. The Contractor shall submit a brief summary of communicable disease prevention or response efforts among people of higher risk of communicable disease infection via the Grant Reporting Spreadsheet.	No later than the contract end date
	11. The Contractor shall submit a summary describing the operational strengths and areas for improvement identified during communicable disease response AAR reviews via CO-SHARE.	No later than the contract end date
	12. The Contractor shall submit an exercise plan, participant list, and after action report via CO-SHARE.	No later than June 15, 2025
	13. The Contractor shall submit the name of the public health or community organization to which a surveillance or epidemiologic topic was presented between July 1, 2023 and December 31, 2023, via the Grant Reporting spreadsheet.	No later than Feb. 28, 2025
	14. The Contractor shall submit the name of the public health or community organization to which a surveillance or epidemiologic topic was presented between January 1, 2024 and June 30, 2024 via the Grant Reporting spreadsheet.	No later than the contract end date
	15. The Contractor shall submit a brief summary of disease prevention and response efforts among people of higher risk of communicable disease infection via the Grant Reporting spreadsheet.	No later than the contract end date
	16. The Contractor shall submit individual agency HAN assessment findings in CO-SHARE.	No later than June 15, 2025
17. The Contractor shall submit CVM reports for two (2) completed mission drills or real events in CO-SHARE.	No later than June 15, 2025	

	18. The Contractor shall submit an After Action Report and Improvement Plan (AAR/IP) in CO-SHARE.	No later than June 15, 2025
<b>Deliverables</b>	19. The Contractor shall submit one updated Emergency Support Function 8 (ESF#8) response documentation in CO-SHARE.	No later than June 15, 2025
	20. The Contractor shall submit proof of attendance to an Access & Functional needs training in CO-SHARE.	No later than June 15, 2025
	21. The Contractor shall submit copies of CVM administrator training certificate(s) with confidentiality agreements in CO-SHARE.	No later than June 15, 2025
	22. The Contractor shall submit the completed mass care template in CO-SHARE.	No later than June 15, 2025
	23. The Contractor shall submit the completed mass fatality template in CO-SHARE.	No later than June 15, 2025
	24. The Contractor shall submit documentation of meetings with the Emergency Manager in CO-SHARE.	No later than June 15, 2025
	25. The Contractor shall submit the updated PHEOP in CO-SHARE.	No later than June 15, 2025
	26. The Contractor shall submit an All-Hazards MYIPP in CO-SHARE	No later than June 15, 2025
	27. The Contractor shall submit the revised communication plan via CO-SHARE.	No later than June 15, 2025

**IV. Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the program monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**V. Resolution of Non-Compliance:**

The Contractor will be notified in writing within 30 calendar days of discovery of a compliance issue. Within 10 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Public Health Emergency Preparedness (PHEP) Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Terms and Conditions of this contract.

FY 25 ANNUAL BUDGET - EXHIBIT C  
 Contract Routing #: 2025-0120 OC

<b>Agency Name</b>	Gunnison County Dept of HHS	<b>Program Contact Name, Title</b>	Lisa Bickford, Deputy EM/EPR		
		<b>Phone</b>	970-641-7690		
		<b>Email</b>	<a href="mailto:Lbickford@gunnisoncounty.org">Lbickford@gunnisoncounty.org</a>		
<b>Budget Period</b>	FY25	<b>Fiscal Contract Name, Title</b>	Jody Wise		
		<b>Phone</b>	970-641-7679		
		<b>Email</b>	<a href="mailto:jwise@gunnisoncounty.org">jwise@gunnisoncounty.org</a>		
<b>Project Name</b>	OEPR-PHEP	<b>Date Completed</b>	4/16/2024		
<b>Expenditure Categories</b>					
<b>Personnel Services / Salaried Employees</b>					
<b>Position Title</b>	<b>Description of Work</b>	<b>Gross or Annual Salary</b>	<b>Fringe</b>	<b>Percent of Time on Project</b>	<b>Total Amount Requested</b>
					\$ -
<b>Personnel Services / Hourly Employees</b>					
<b>Position Title</b>	<b>Description of Work</b>	<b>Hourly Wage</b>	<b>Hourly Fringe</b>	<b>Total # of Hours on Project</b>	
EPR Coordinator	Complete EPR PHEP Deliverables - 12 hours/week for 52 weeks	\$ 37.71	\$ 13.50	624.00	\$ 31,955.04
Public Health Nurse	Complete Communicable Disease PHEP Deliverables - 4 hrs/week for 52 weeks	\$ 40.02	\$ 6.60	208.00	\$ 9,696.96
<b>Total Personnel Services (including fringe benefits)</b>					<b>\$ 41,652.00</b>
<b>Supplies &amp; Operating Expenses</b>					
<b>Item</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>		
Supplies & Operating	Communicable Disease and EPR Operating Supplies	\$ 1.00	1000		\$ 1,000.00
<b>Total Supplies &amp; Operating Expenses</b>					<b>\$ 1,000.00</b>
<b>Travel</b>					
<b>Item</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>		
Hotel	Hotel for conference, training, or exercise for EPR coordinator or PH Nurse	\$ 200.00	2		\$ 400.00
Meals	Meals during travel for conference, training, or exercise	\$ 62.00	1		\$ 62.00
<b>Total Travel</b>					<b>\$ 462.00</b>
<b>Contractual (payments to third parties or entities)</b>					
<b>Contractor Name</b>	<b>Description of Work</b>	<b>Rate</b>	<b>Quantity</b>		
					\$ -
<b>Total Contractors/Consultants</b>					<b>\$ -</b>
<b>TOTAL DIRECT COSTS (TDC)</b>					<b>\$ 43,114.00</b>
<b>Less: Expenses per OMB 2CFR § 200</b>					
					Contractor in excess of \$25,000 \$ -
					SubAward in excess of \$25,000 \$ -
					Rent \$ -
					Equipment \$ -
					Other Unallowable Expenses \$ -
<b>Total Reduction Expenses</b>					<b>\$ -</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>					<b>\$ 43,114.00</b>
<b>Indirect Costs</b>					
<b>Indirect Cost</b>	<b>Description of Item</b>	<b>Percentage</b>			<b>Annual Budget Total Amount Requested from DCPHR</b>
Indirect Approved Rate (MTDC)					\$ -
Other Indirect Calculation					\$ -
<i>Reduced Rate</i>	<i>10% (Chooses to use lower rate)</i>	10%			\$ 4,311
<b>Total Indirect</b>					<b>\$ 4,311.40</b>
<b>TOTAL</b>					<b>\$ 47,426.00</b>

**Exhibit D**

**Federal Provisions – Public Health Emergency Preparedness**

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) **Federal Award Identification.**

- a. Subrecipient: Gunnison County Department of Health and Human Services
- b. Subrecipient Unique Entity Identification Number:
  - SAM Unique Entity ID (UEI): NSN9FAGKEDJ9
- c. The Federal Award Identification Number (FAIN) is TBD.
- d. The Federal award date is TBD.
- e. The subaward period of performance start date is 7/1/2024 and end date is 6/30/2025.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
<b>07/01/2024-6/30/2025</b>	<b>TBD</b>	<b>TBD</b>

- g. Federal award title of project or program: Public Health Emergency Preparedness.
- h. The name of the Federal awarding agency is: The Department of Health and Human Services- Centers for Disease Control and Prevention and the contact information for the awarding official is TBD; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Amanda Hettinger, [amanda.hettinger@state.co.us](mailto:amanda.hettinger@state.co.us), Project Director.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is 93.069 and the grant name is Public Health Emergency Preparedness.
- j. This award is not for research & development.
- k. Subrecipient is not required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

- 2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.
- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.

- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
  - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
  - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
  - c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States");
  - d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
  - e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
  - f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
  - g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
  - h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.

- i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
  - j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
  - k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
  - l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
  - m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
  - n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
  - o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- 12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
- 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.
- 16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient’s final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient’s failure to submit required documentation that CDPHE

has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

- 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

# STATE OF COLORADO MASTER TASK ORDER CONTRACT

## COVER PAGE

<p><b>State Agency:</b> Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246</p>	<p><b>Contractor:</b> Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333</p>
<p><b>Master Task Order Contract Number:</b> 23 FAA 00023</p>	<p><b>Master Task Order Contract Performance Beginning Date:</b> The later of the Effective Date or July 1, 2022</p>
<p><b>Contract Authority:</b> §§25-1.5-101 - 25-1.5-113, C.R.S.</p>	<p><b>Initial Contract Expiration Date:</b> June 30, 2027</p>
<p><b>The following exhibits are hereby incorporated:</b> Exhibit 1 – Sample Task Order</p>	
<p><b>Principal Representatives:</b> <b>For the State:</b> Lisa McGovern Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246 lisa.mcGovern@state.co.us</p>	<p><b>For Contractor:</b> Jonathan Houck Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jhouck@gunnisoncounty.org</p>
<p><b>Contract Purpose:</b> The intent of this Master Task Order Contract (“Contract”) is to set forth the general terms and conditions between the Parties and to define how the Parties will contract with each other in the future using the Task Order process as defined in this Master Task Order Contract.</p>	

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

<p align="center"><b>CONTRACTOR</b></p> <p align="center">Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <p>DocuSigned by:  B9072877079D4GD...</p> <p align="center">By: Signature</p> <p>Jonathan Houck</p> <hr/> <p align="center">Name of Person Signing for Contractor</p> <p>Chair-Gunnison BOCC</p> <hr/> <p align="center">Title of Person Signing for Contractor</p> <p>Date: 2022-04-05</p>	<p align="center"><b>STATE OF COLORADO</b></p> <p align="center">Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by:  2EDF870A1A7D4FC...</p> <p align="center">By: Signature</p> <p>Lisa McGovern</p> <hr/> <p align="center">Name of Executive Director Delegate</p> <p>Procurement &amp; Contracts Section Director ft</p> <hr/> <p align="center">Title of Executive Director Delegate</p> <p>Date: 2022-04-05</p>
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In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

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

DocuSigned by:  
  
AG2AC54280C6401...

By: Signature

Andi Hardy

Name of State Controller Delegate

Controller

Title of State Controller Delegate

Effective Date: 2022-04-25

## 1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State”). Contractor and the State agree to the terms and conditions in this Contract.

## 2. TERM AND EFFECTIVE DATE

### A. Effective Date

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

### B. Initial Term

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

### C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §20 “Sample Option Letter.” Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

### D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

### E. Early Termination in the Public Interest

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

i. Method and Content

The State shall notify Contractor of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract or a Task Order, and shall include, to the extent practicable, the public interest justification for the termination. A termination of all or a part of a Task Order shall not be interpreted to terminate this Contract or any other Task Order.

ii. Obligations and Rights

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

iii. Payments

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

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and Services needed by the State.
- D. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

- E. “**Contract**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- F. “**Contract Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract and all Task Orders.
- G. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- H. “**End of Term Extension**” means the time period defined in **§2.D**.
- I. “**Effective Date**” means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract
- J. “**Exhibits**” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- K. “**Extension Term**” means the time period defined in **§2.C**.
- L. “**Federal Award**” means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Contractor or payments to an Individual that is a beneficiary of a Federal program.
- M. “**Federal Awarding Agency**” means a Federal agency providing a Federal Award to a Recipient. [**Insert Federal Awarding Agency's Full Legal Name and Acronym**] is the Federal Awarding Agency for the Federal Award which is the subject of this Contract.
- N. “**Goods**” means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- O. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- P. “**Initial Term**” means the time period defined in **§2.B**.
- Q. “**Party**” means the State or Contractor, and “Parties” means both the State and Contractor.
- R. “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.

- S. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- T. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. “**Project**” means the Work that is included in a Task Order.
- V. “**Recipient**” means the State Agency shown on the first page of this Contract, for the purposes of the Federal Award.
- W. “**Services**” means the Services to be performed by Contractor as set forth in this Contract, and shall include any Services to be rendered by Contractor in connection with the Goods.
- X. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- Y. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- Z. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- AA. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- BB. “**Sub-Award**” means a grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise

- CC. “**Subcontractor**” means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- DD. “**Subrecipient**” means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- EE. “**Task Order**” means a document issued in accordance with §4.B of this Contract that specifically describes the Work to be performed on a Project.
- FF. “**Tax Information**” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- GG. “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular,” which supersedes requirements from OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- HH. “**Work**” means the Goods delivered and Services performed pursuant to this Contract and any Task Order(s) issued pursuant to this Contract.
- II. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

#### 4. STATEMENT OF WORK AND TASK ORDERS

##### A. General Statement of Work

It is the express intent of the Parties to:

- i. enter into a Master Task Order Contract for the purchase and delivery of health and environmental Services; and
- ii. set forth the terms and conditions under which these Services shall be performed by the Contractor.

##### B. Task Orders

The Parties expressly acknowledge that while this Contract authorizes the purchase of health and environmental Services pursuant to its terms and conditions, no specific purchase of Services is made by this Contract. The State may purchase health and environmental Services from the Contractor and the Contractor may provide health and environmental Services to the

State, under this Contract through a Task Order(s). A Task Order(s) incorporates by reference all the terms and conditions of this Contract.

i. Task Order Development

When the State and the Contractor mutually agree upon the Services to be purchased from and performed by, the Contractor, the Parties may enter into a Task Order, with an accompanying Statement of Work and Budget, for the purchase and delivery of those Services. The State's financial obligation to the Contractor for specific health and environmental Services accrues only upon the full execution, including approval by the State Controller or delegee, of a Task Order authorizing the Contractor to perform and deliver those Services and the Contractor's performance of the Work described in that Task Order.

ii. Task Order Issuance

Upon negotiation and agreement by the Parties regarding the scope of the Project, the Task Order Maximum Amount, the time for performance and other applicable terms and conditions, a Task Order, in substantially the form attached herein as Exhibit 1, shall be prepared by the State. Following acceptance of the Task Order terms and conditions, which must include the negotiated Statement of Work and Budget, the total hours anticipated to adequately and successfully completing the Work, the hourly rate for each individual (and that individual's position title) who will perform the Work, the Project plan. The authorized representatives of the Contractor will sign the Task Order. Upon signature by the State and the State Controller or delegee and delivery of a fully signed Task Order to the Contractor, the Contractor shall undertake performance of the specified Projects and will perform such Projects in a manner inspiring confidence that such Projects will be successfully completed within the time frame and price range agreed to in the Task Order. The Contractor may be required to provide the State with reports to include invoices of actual hours of service and a statement of the various Projects' status. To ensure delivery of the Services required under this Contract, the State may elect to conduct an evaluation of the Contractor's performance of the Work on a periodic basis.

iii. Task Order Completion

Performance of Work and payment for a Project shall be governed by the standards, procedures and terms set forth in this Contract and in the associated Task Order. The Contractor warrants that upon negotiation and acceptance of the Task Order, the Contractor's performance will be successfully completed within the time frame and price stated in the Task Order.

iv. Task Order Modifications

Task Orders may be renewed, extended, and/or modified by way of the Contract amendment process outlined in the Task Order, in accordance with State fiscal rules.

Any changes to this Contract must be made by written amendment pursuant to the terms and conditions of this Contract.

v. Task Order Termination

Regardless of the date of any deliverable or other end result of a Task Order, all Task Orders shall automatically terminate upon the date that this Contract expires or is terminated for any reason, unless the State directs otherwise in writing.

**5. PAYMENTS TO CONTRACTOR**

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit C Budget attached to the Task Order.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

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

iii. Payment Disputes

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

concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

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

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§20** "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

vi. Option to Increase Rates

In the event the rates shown in the Exhibits are determined by a third party, the State, at its discretion, shall have the option to increase or decrease the rates shown in the Exhibits as the State determines is necessary to account for increases or decreases in the rates. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§20** "Sample Option Letter," and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date.

## 6. REPORTING – NOTIFICATION

### A. Quarterly Reports.

In addition to any reports required pursuant to **§16** or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not

later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

**B. Litigation Reporting**

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Contract.

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

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **§14** and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

**7. CONTRACTOR RECORDS**

**A. Maintenance**

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date three (3) years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

**B. Inspection**

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

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

**8. CONFIDENTIAL INFORMATION-STATE RECORDS**

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential

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

**D. Incident Notice and Remediation**

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

**E. Data Protection and Handling**

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

**F. Safeguarding PII**

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

**9. CONFLICTS OF INTEREST**

**A. Actual Conflicts of Interest**

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

## 10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

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

ii. General Liability

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

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.

iii. Automobile Liability

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

iv. Protected Information

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

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

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

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

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

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

C. Additional Insured

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

D. Primacy of Coverage

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

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§14** within seven days of Contractor's receipt of such notice.

F. Subrogation Waiver

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

## G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§10**.

## 11. BREACH OF CONTRACT

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

## 12. REMEDIES

### A. State's Remedies

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

#### i. Termination for Breach

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

#### a. Obligations and Rights

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

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

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

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

**13. DISPUTE RESOLUTION**

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

**14. NOTICES AND REPRESENTATIVES**

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to

another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

## **15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

### **A. Work Product**

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

#### **i. Copyrights**

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

#### **ii. Patents**

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

**B. Exclusive Property of the State**

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

**C. Exclusive Property of Contractor**

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

**16. GOVERNMENTAL IMMUNITY**

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

**17. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §16 shall apply. Contractor agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, and §24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

**18. GENERAL PROVISIONS**

**A. Assignment**

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

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §18.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications

permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Severability

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

L. Survival of Certain Contract Terms

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

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.A**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any Services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

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

Q. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

S. Indemnification

i. Applicability

This entire **§18.S** does not apply to Contractor if Contractor is a "public entity" within the meaning of the GIA.

ii. General Indemnification

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

iii. Confidential Information Indemnification

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

iv. Intellectual Property Indemnification

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

T. Media or Public Announcements

The Contractor shall not make any news release, publicity statement, or other public announcement, either in written or oral form that concerns the Work provided under this Contract, without the prior written approval of the State. The Contractor shall submit a written request for approval to the State no less than ten (10) business days before the proposed date of publication. The State shall not unreasonably withhold approval of the Contractor's written request to publish. Approval or denial of the Contractor's request by the State, shall be

delivered to the Contractor in writing within six (6) business days from the date of the State's receipt of Contractor's request for approval.

If required by the terms and conditions of a federal or state grant, the Contractor shall obtain the prior approval of the State and all necessary third parties prior to publishing any materials produced under this Contract. If required by the terms and conditions of a federal or state grant, the Contractor shall also credit the State and all necessary third parties with assisting in the publication of any materials produced under this Contract. It shall be the obligation of the Contractor to inquire of the State as to whether these requirements exist and obtain written notification from the State.

#### U. Stop Work Order

Upon written approval by the State Chief Procurement Officer or delegee, the State may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the Work called for by any properly executed Task Order ("Stop Work Order"). This Stop Work Order shall be for a specified period after it is delivered to the Contractor. Any such Stop Work Order shall be identified specifically as a Stop Work Order issued pursuant to this §18.U. Upon receipt of such Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the Project covered by the Stop Work Order during the period of Work stoppage. Before the Stop Work Order, or any written extension thereof expires, the State Procurement Officer or delegee shall either:

- i. Cancel the Stop Work Order; or
- ii. Terminate the Work covered by such Stop Work Order.

If a Stop Work Order issued under this Contract is properly canceled, or the period of the Stop Work Order or any written extension thereof expires, the Contractor shall resume the Work. An appropriate adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified accordingly in writing pursuant to the terms of this Contract dealing with Contract modifications, if:

- i. The Stop Work Order results in increased time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
- ii. The Contractor asserts a written claim for such an adjustment within thirty (30) days after the end of the period of Work stoppage.

#### V. The Contractor's performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Work of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of

Work and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner.

- W. Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Work, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.
- X. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agents, employees, assigns and Subcontractors shall at all times during the term of this Contract strictly adhere to all applicable federal laws, state laws, executive orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required thereunder. This Act is also referred to as FFATA.

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

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

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

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

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

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

### **C. GOVERNMENTAL IMMUNITY.**

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

**D. INDEPENDENT CONTRACTOR.**

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

**E. COMPLIANCE WITH LAW.**

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

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

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

**G. PROHIBITED TERMS.**

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

**H. SOFTWARE PIRACY PROHIBITION.**

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

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

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

has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's Services and Contractor shall not employ any person having such known interests.

## 20. SAMPLE OPTION LETTER

<b>State Agency</b> State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246			<b>Task Order Contract Number:</b> <b>Insert CMS Number of the Master Task Order Contract</b>			
<b>Contractor:</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...			<b>Option Letter Number:</b> Insert Contract Number			
<b>Task Order Performance Beginning Date</b> The later of the Task Order Effective Date or Month Day, Year			<b>Task Order Expiration Date</b> <b>Month Day, Year</b>			
CONTRACT MAXIMUM AMOUNT TABLE						
Document Version	Encumbrance Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term Dates	Total

### 1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

### 2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

### 3. OPTION EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

**SIGNATURE PAGE**

<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Executive Director Delegate</p> <hr/> <p>Title of Executive Director Delegate</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <hr/> <p>By: Signature</p> <hr/> <p>Name of State Controller Delegate</p> <hr/> <p>Title of State Controller Delegate</p> <p>Option Effective Date: _____</p>
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--Signature Page End--

**EXHIBIT 1 – SAMPLE TASK ORDER**

<b>State Agency</b> State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	<b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...
<b>Master Task Order Contract Number</b> Insert CMS Number of the Master Task Order Contract  <b>Task Order Number</b> Insert CMS number or Other Contract Number	<b>Task Order Performance Beginning Date</b> <b>The later of the Task Order Effective Date or</b> Month Day, Year
<b>Task Order Maximum Amount</b> <b>Initial Term</b> State Fiscal Year 20xx                      \$0.00  <b>Extension Terms</b> 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	<b>Task Order Expiration Date</b> Month Day, Year  Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.
<b>Pricing/Funding</b> Price Structure: Choose type <b>Contractor Shall Invoice:</b> Choose frequency <b>Funding Source:</b> Source            \$ Amount Source            \$ Amount Source            \$ Amount	<b>Miscellaneous:</b> Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any): Enter Program specific  <b>Procurement Method:</b> Select <b>Solicitation Number (if any):</b> Enter Solicitation #
<b>State Representative</b> Enter Representative's Name Title Division, Unit Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Email	<b>Contractor Representative</b> Enter Contractor Representative's Name Title Entity Name Address Address Email
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Contract: Exhibit A Additional Provisions Exhibit B Statement of Work Exhibit C Budget Exhibit D Federal Provisions Exhibit E HIPAA Business Associate Agreement (If applicable.) Enter any other exhibits in alphabetical order	
<b>Contract Purpose</b> Briefly describe the Task Order's purpose.	

In accordance with §4.B of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

**1. PROJECT DESCRIPTION**

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (the "SOW"). All terminology used in this Task Order and the SOW shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as "Exhibit B - Statement of Work" and Exhibit C - Budget.

**2. PAYMENT**

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the SOW and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

**3. PERFORMANCE PERIOD**

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the SOW prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

**4. TASK ORDER EFFECTIVE DATE:**

The Effective Date of this Task Order is upon approval of the State Controller.

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

<p><b>CONTRACTOR</b>  <b>INSERT-Legal Name of Contractor</b></p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Person Signing for Contractor</p> <hr/> <p>Title of Person Signing for Contractor</p> <hr/> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b>  <b>Jared S. Polis, Governor</b>  <b>Colorado Department of Public Health and Environment</b>  <b>Jill Hunsaker Ryan, MPH, Executive Director</b></p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Executive Director Delegate</p> <hr/> <p>Title of Executive Director Delegate</p> <hr/> <p>Date: _____</p>
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In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

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

\_\_\_\_\_  
By: Signature

\_\_\_\_\_  
Name of State Controller Delegate

\_\_\_\_\_  
Title of State Controller Delegate

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

**--Signature Page End--**

## ADDITIONAL PROVISIONS

To Master Task Order Contract Dated \*\*/\*\*/\*\*\*\* Task Order Routing Number \*\* \*\*\*\* \*\*\*\*\*

These provisions are to be read and interpreted in conjunction with the provisions of the Master Task Order Contract specified above.

**DELETE** all **BLUE** text, **CUSTOMIZE Red text** and **CHANGE Red text** to **Black** after customization.

Eliminate this information, all other information in red and any preprinted provisions that do not apply on your final version.

- Delete inapplicable information, verify that all paragraphs are numbered correctly, and attach this exhibit to your contract.
- Please do not modify the general format of this document (e.g., font type/size, margins, spacing, etc.) or the header on the top of this page 1.)

1. To receive compensation under the Contract, the Contractor shall submit a signed **Monthly, Quarterly, or other schedule** CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which Services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. **If you prefer to include all of the submission options listed below, include the following.** The Contractor shall submit the invoice using one of the following three methods. **If you are limiting the option for submittal to one method, delete the previous sentence, choose the appropriate paragraph below and delete those that do not apply.**

Mail to:

(Name & Position Title)  
(Division & Program)  
Colorado Department of Public Health and Environment  
(Mail Code)  
4300 Cherry Creek Drive South  
Denver, Colorado 80246

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: (Name & Position Title), (Email address)

Fax the completed and signed CDPHE Reimbursement Invoice Form and Expenditure Details page to: Attention: (Name & Position Title), (Fax number)

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

2. Time Limit For Acceptance Of Deliverables.

- a. Evaluation Period. The State shall have \*\*\* (\*\*\*) calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
- b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within \*\*\* (\*\*\*) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
- c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed \*\*\* (\*\*\*) calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within \*\*\* (\*\*\*) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order.

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The following two sections deal with HIPAA requirements – PLEASE consult with the department's HIPAA officer to determine which paragraph applies to your procurement.

If your Contractor is a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the next paragraph. The State and the Contractor have determined that Contractor is a business associate under HIPAA. The Contractor hereby agrees to, and has an affirmative duty to, execute the State's current HIPAA Business Associate Agreement which is attached hereto as **Attachment A-\***, and incorporated herein by this reference. This Business Associate Agreement shall be fully and properly executed by Contractor and returned to the State at the time Contractor signs the Task Order Contract of which this exhibit is a part.

If your Contractor is NOT a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the paragraph above. The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. Add any program/divisional specific provisions, or delete.

## STATEMENT OF WORK

To Original Contract Number \*\* \*\*\* \*\*\*\*\*

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

This template is provided for contract Statements of Work (SOW). Use the CDPHE SOW Development Checklist to develop the content of this template. Instructions are provided in blue font and customizable text is in red.

- I. Entity Name:** This section is **OPTIONAL**.  
**Term:** This section is **OPTIONAL**.
- II. Project Description:**  
This section is **REQUIRED**.
- III. Definitions:**  
This section is **OPTIONAL**.
- IV. Work Plan:**  
This section is **REQUIRED**. Insert work plan table here.
- V. Key Personnel:**  
This section is **OPTIONAL**.
- VI. Monitoring:**  
This section is **REQUIRED**.

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the *(title of responsible individual)*. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports *(you may also list other types of documents or information that will be reviewed, for example "and invoices, site visit results and electronic data")*. *If you do not want to identify specific documents, complete the sentence with* and other fiscal and programmatic documentation as applicable. *Performance evaluations are optional for interagency agreements (Colorado state departments and IHEs). If conducting evaluations of these entities, delete these instructions. If not conducting evaluations of these entities, delete these instructions and the following 2 sentences.* The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

- VII. Resolution of Non-Compliance:**  
This section is **REQUIRED**.

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

## BUDGET



**COLORADO**  
 Department of Public  
 Health & Environment

<b>Contractor Name</b>		<b>Program Contact Name, Title, and Email</b>	
<b>Budget Period</b>		<b>Fiscal Contact Name, Title, and Email</b>	
<b>Project Name</b>		<b>Contract (CT or PO) Number</b>	

Expenditure Categories					
<b>Personal Services - Salaried Employees</b>					
Position Title	Description of Work	Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
<b>Total Personal Services (including fringe benefits)</b>					<b>\$0.00</b>
<b>Personal Services - Hourly Employees</b>					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # Hours on Project	Total Amount Requested from CDPHE
<b>Total Personal Services (including fringe benefits)</b>					<b>\$0.00</b>
<b>Supplies &amp; Operating Expenses</b>					
Item	Description of Item	Rate	Quantity		
<b>Total Supplies &amp; Operating Expenses</b>					<b>\$0.00</b>
<b>Travel</b>					

Item	Description of Item	Rate	Quantity	
<b>Total Travel</b>				<b>\$0.00</b>
<b>Contractual (payments to third parties or entities)</b>				
<b>Total Contractual</b>				
<b>SUB-TOTAL BEFORE INDIRECT</b>				<b>\$0.00</b>
				<b>\$0.00</b>
<b>Indirect</b>				
Item	Description of Item			Total Amount Requested from CDPHE
<b>Total Indirect</b>				<b>\$0.00</b>
<b>TOTAL</b>				<b>\$0.00</b>

**Exhibit D****Federal Provisions - Enter title of project or program from NOA**

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

**1) Federal Award Identification.**

- a. Subrecipient: **Match name on contract.**
- b. Subrecipient DUNS number: **Enter DUNS #**
- c. The Federal Award Identification Number (FAIN) is **Enter FAIN #.**
- d. The Federal award date is **Date issued.**
- e. The subaward period of performance start date is **Enter project period start date** and end date is **Enter project period through date.**
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
<b>mm/dd/yy - mm/dd/yy</b>	<b>Total Federal Funds Awarded</b>	<b>Amount of Financial Assistance from the NOA</b>

- g. Federal award title of project or program: **Enter title of project or program from NOA.**
- h. The name of the Federal awarding agency is: **Enter full name of federal awarding agency** and the contact information for the awarding official is **Enter name & contact info of Federal Project Officer**; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Enter Grantee (CDPHE) Project Director.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is **Enter CFDA #** and the grant name is **Enter title of grant if applicable or N/A.**
- j. This award **Choose “ is” or “is not”** for research & development.
- k. Subrecipient **Choose “ is” or “is not”** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

- 2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
  - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
  - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
  - c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States");
  - d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
  - e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
  - f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
  - g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

- h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
  - i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
  - j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
  - k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
  - l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
  - m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
  - n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
  - o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- 12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
- 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

- 16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
- 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

**[TO BE DELETED IF NOT APPLICABLE]**

**Exhibit E**

## **HIPAA BUSINESS ASSOCIATE AGREEMENT**

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

### **1. PURPOSE**

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

### **2. DEFINITIONS**

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

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

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

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

### **3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

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

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

Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.

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

distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

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

l. Appropriate Safeguards.

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

o. Safeguard During Transmission.

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

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

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

incident.

iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

q. Business Associate's Insurance and Notification Costs.

i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:

A. loss of PHI data;

B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and

C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).

iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.

iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

r. Subcontractors and Breaches.

i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

s. Data Ownership.

i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

- ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

#### 4. OBLIGATIONS OF COVERED ENTITY

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

#### 5. TERMINATION

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

Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

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

7. LIMITATION OF LIABILITY

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

8. DISCLAIMER

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

9. CERTIFICATION

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

10. AMENDMENT

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

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

#### 11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

#### 12. INTERPRETATION AND ORDER OF PRECEDENCE

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

#### 13. SURVIVAL

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

## APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract. Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

### 1. PURPOSE

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

### 2. ADDITIONAL TERMS

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

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

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**Agenda Item:** Acknowledgement of County Manager's Signature; Bid

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**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Acknowledgement of ARS Companies Bid for CR 48 Milling

**Fiscal Impact:** 71,441.50

**Submitted by:** Holly Perry for Martin Schmidt

**Submitter's Email Address:** hperry@gunnisoncounty.com

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 8/28/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 8/29/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/29/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/3/2024

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**5190 PARFET STREET  
WHEAT RIDGE, CO 80033  
[O] 303-456-0010  
[F] 303-456-0030  
ARSCOMPANIES.COM**

<b>To:</b> Gunnison County	<b>Contact:</b> Sparky Casebolt
<b>Address:</b> 200 E. Virginia Gunnison, CO 81230	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> Gunnison CR 48	<b>Bid Number:</b>
<b>Project Location:</b> CR 48, Gunnison, CO	<b>Bid Date:</b> 8/21/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
310-00500	Full Depth Reclamation Of HMA Pavement 0-5"	4,490.00	SY	\$1.00	\$4,490.00
308-00100	Processing Cement Treated Subgrade 4% @ 12"	4,490.00	SY	\$12.35	\$55,451.50
626-00000	Mobilization	1.00	EACH	\$11,500.00	\$11,500.00

**Total Bid Price: \$71,441.50**

**Notes:**

- **Add \$0.20/SY/Inch for Asphalt over 5"**
- **ARS Will not cut over gas, electric or fiber unless the utility has been potholed to verify a minimum depth of 2ft below subgrade (pot hole log and pictures or visual inspection).**
- ARS Companies will receive verified subgrade at + or - 1/10', provide product, spread, and mix.
- ARS Companies will, prior to staking, rough grade and compact the product for an additional agreed upon price.
- Prior to construction, the contractor/owner must provide ARS Companies with a mix design stating the additive percentage, soil weight and treatment depth.
- Contractor/owner must provide ARS Companies with an on site water source.
- Contract quantities are minimum usage amounts, work performed in addition to contracted quantities shall be reimbursed at the unit price rate as stated on this quotation.
- Unit pricing applies and quantities installed will be billed accordingly.
- It will be the responsibility of the contractor/owner to inform all private utility companies of our intention to process at the specified depth within the job area. All underground utilities must be below the treatment/mixing depth and marked prior to the start of our operations.
- Water valves and all manholes are to be well marked.
- ARS Companies is only liable for damages caused by our own acts per CO Statute 13-21.111.5.
- Pricing and schedule are based on product availability at the actual time of work.
- Contractor/owner will make available a copy of the stormwater management plan prior to job commencement.
- **SY price excludes water, staking, testing, traffic control, municipal/county/state permits, potholing, handwork-not machine accessible, performance/payment bond, curing, cold weather protection, grading & compaction, import/export of dirt, and subgrade/finish grade trimming.**

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> <u>Gunnison County</u></p> <p><b>Signature:</b> <u>[Signature]</u></p> <p><b>Date of Acceptance:</b> <u>8-23-24</u></p>	<p><b>CONFIRMED:</b> <b>ARS Companies</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Seth Johannes 303-456-0010 sjohannes@arscompanies.com</p>
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**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Amendment #1; Professional Services Agreement; MGT

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

**Parties to the Agreement:** MGT Impact Solutions

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This contract is for the completion of our annual Cost Allocation Report required for determining our contract overhead rate

**Fiscal Impact:** 5900

**Submitted by:** Perry Solheim

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 8/28/2024

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 8/30/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/30/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/3/2024

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**AMENDMENT NO. 1  
DATED FEBRUARY 9, 2024  
TO THE  
PROFESSIONAL SERVICES AGREEMENT  
DATED MARCH 7, 2023**

This **AMENDMENT NO. 1** (“Amendment”), made as of February 9, 2024, (“Amendment Effective Date”), is entered into by and between the **Board of County Commissioners of the County of Gunnison, Colorado** (“Client”), and **MGT Impact Solutions, LLC, formerly known as MGT of America Consulting, LLC**, (“MGT”), and amends Professional Services Agreement (“Agreement”), dated March 7, 2023. Upon the execution of this Amendment, the terms of this Amendment are incorporated into the Agreement in their entirety by this reference.

**WHEREAS**, the parties entered into the Agreement whereby MGT would perform services for a term beginning on March 7, 2023 through December 31, 2023 for the preparation of the Fiscal Year 2022 Cost Allocation Plan. If necessary, the Agreement could be amended at the mutual agreement of both parties by the execution of a written Amendment, to be attached and incorporated therein.

**WHEREAS**, the parties now wish to amend the Agreement to reflect an extension of the term for the preparation of the FY 2023 Cost Allocation Plan (“Services”).

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and, in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

The Agreement shall be extended and shall terminate on October 31, 2024, unless terminated or extended as permitted in the Agreement. For its work under this Amendment, MGT shall be paid a fixed fee of:

\$5,900 for the FY 2023 Cost Allocation Plan

All other terms and conditions of the Agreement will remain in full force and effect. In the event of a conflict between any term of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

[Signature page follows]

**IN WITNESS WHEREOF**, the parties have executed and delivered this Amendment as of the Effective Date, whereupon this Amendment shall become effective as of such Effective Date.

**MGT IMPACT SOLUTIONS, LLC**

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON,  
COLORADO**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Name: A. Trey Traviesa

Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

Date: 8/29/2024

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

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 7<sup>th</sup> day of March 2023, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado (“Gunnison County”) and MGT of America Consulting, LLC, whose address is 8200 S. Quebec, Suite A3 #184, Centennial, CO 80112 (“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 set forth in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor’s profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

#### 2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2023, unless sooner terminated or replaced as provided in this Agreement.

#### 3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan.

#### 4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor’s performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed five thousand seven

hundred fifty and No/100 U. S. Dollars (\$5,750) (“Compensation”). Payment shall be made by Gunnison County to Contractor within thirty (30) 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.

#### 5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Worker’s Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One

Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, an automobile policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured versus insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars (\$424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

#### 6. INDEPENDENT CONTRACTOR.

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

**Contractor acknowledges and agrees that Contractor is an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.** Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

#### 7. TAXES, LICENSES, PERMITS AND REGULATIONS.

Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary to provide the Services, unless otherwise specified by the County in writing.

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

#### 8. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the acts, failure to act, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

#### 9. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

#### 10. PANDEMICS.

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

#### 11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

#### 12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C.

1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.

- d. **LEGAL AUTHORITY.** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County, which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

#### 17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

#### 18. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

#### 19. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event

it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by Covid-19, or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

21. NOTICES.

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

Gunnison County: County Manager  
Gunnison County  
200 E. Virginia  
Gunnison, Colorado 81230  
Phone: 970-641-0248

With a copy to: Board of County Commissioners  
of the County of Gunnison, Colorado  
200 E. Virginia  
Gunnison, Colorado 81230

Contractor: MGT of America Consulting, LLC  
Attn: Michelle Garrett  
4320 West Kennedy Blvd.  
Tampa, FL 33609  
EIN: 81-0890071

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

## 22. GOVERNING LAW.

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

## 23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

## 24. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

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

26. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., C.R.S. § 24-72-201 *et seq.*

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

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By: *John Cattles / Acting County Manager*  
Matthew Birnie  
County Manager

ATTEST:

*Melaine Bellis*  
Deputy Clerk



CONTRACTOR

By: *Patrick J. Dyer*  
Patrick J. Dyer, VP of Financial Services

APPENDIX “A”

SCOPE OF SERVICES

The County will receive from MGT consultants the following services:

<b>Project Deliverables</b>
1. A Final 2 CFR Part 200 cost allocation plan based on actual costs. This cost plan will allow the County to recover indirect costs from federal and state programs such as Human Services programs administered through CDHS.
2. A Final 2 CFR Part 200 cost allocation plan Human Services Reimbursement Schedule. This schedule will be submitted to CDHS along with the 2 CFR Part 200 cost allocation plan for reimbursement of costs.
3. Final 2 CFR Part 200 cost allocation plan Management and Trend Report. These reports can be utilized to help analyze the cost allocation plan data in a more manageable format (after two years of data comparisons can be shown).
4. Negotiation of the 2 CFR Part 200 cost allocation plan with federal and/or state officials if those officials request such negotiation.
5. Continuous training, guidance and assistance on applying the cost allocation plan. Examples of applications include analyzing unit costs, reviewing operational data for trends and efficiencies and as a component of user fees.
6. Analysis of areas where the potential exists for the County to recover additional direct or indirect costs.

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

**Agenda Item:** Intergovernmental Agreement; County of Chaffee; Em

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

**Parties to the Agreement:** Chaffee County

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This IGA is extremely similar to the one the BOCC executed with Montrose County. This allows for the sharing of COunty Equipment or assets for emergency use that falls below the emergency declaration threshold but is important to the continuity of services by both Counties.

**Fiscal Impact:**

**Submitted by:** MARTIN SCHMIDT

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 8/28/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 8/29/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 8/29/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/3/2024

**INTERGOVERNMENTAL AGREEMENT  
FOR EMERGENCY LENDING AND BORROWING OF EQUIPMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) made effective on this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **COUNTY OF CHAFFEE, STATE OF COLORADO**, who shall hereinafter be referred to as “Chaffee County” and the **COUNTY OF GUNNISON, STATE OF COLORADO**, who shall hereinafter be referred to as “Gunnison County,” both of which entities are political subdivision of the State of Colorado.

**RECITALS**

**WHEREAS**, pursuant to the Colorado Constitution, Article XIV, Section 18(2.a.) and C.R.S. § 29-1-201, et seq., any political subdivision of the State of Colorado may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, provided that such cooperation or contracts are authorized by each party thereto with the approval of its legislative body; and

**WHEREAS**, Chaffee County and Gunnison County desire to enter into an Intergovernmental Agreement to provide backup equipment for unforeseen needs in the interest of maintaining continuity of governmental operations; and

**WHEREAS**, Chaffee County and Gunnison County desire to enter into an Intergovernmental Agreement for mutual lending and borrowing of equipment on a temporary emergency basis; and

**WHEREAS**, Chaffee County and Gunnison County deem such Agreement to be in the best interests of each of their inhabitants;

**NOW, THEREFORE**, Chaffee and Gunnison County in consideration of the agreements and covenants set forth herein, do hereby enter into this Agreement for temporary mutual emergency lending and borrowing of equipment.

**SECTION I  
DEFINITIONS**

For purposes of this Agreement, the following definition shall apply:

“Equipment” shall mean all machinery, tools and vehicles owned or leased by either Chaffee or Gunnison and used for road and bridge construction, repair, and maintenance, and landfill operations, including but not limited to: Asphalt pavers, rollers, graders, sweepers, snow plows, skid steers, bulldozers, loaders, crack sealing machines, marking machines, concrete cutters, milling machines, thermoplastic applicators, scissor lifts, snow blowers or throwers, and salt or rock spreaders.

“Lending Period” shall mean that period of time during which equipment is borrowed by one party from another party.

## **SECTION II TERM OF AGREEMENT**

THIS AGREEMENT shall continue in perpetuity until terminated in accordance with Section IV below.

## **SECTION III TERMS OF LENDING AND BORROWING**

Gunnison County and Chaffee County agree to the following terms for lending and borrowing equipment:

1. Borrowing equipment shall be arranged in advance and on a temporary basis, not to exceed a period of ninety (90) days without the express advance written permission of the lending county.
2. Lending equipment is discretionary for each of the Counties given the needs and resources of the Counties at the time. Accordingly, the parties retain the discretion to refuse to lend equipment requested by the other party.
3. During the lending period, the borrowing county shall operate, secure and maintain the borrowed equipment using recognized industry practices. Consistent with such practices, the borrowing county shall otherwise keep the borrowed equipment in good working order.
4. Routine maintenance and repairs of equipment during the lending period will be the responsibility of the borrowing party, unless the repairs are for a preexisting condition of the equipment which will be the responsibility of the equipment owner.
5. The borrowing County will add the equipment to its applicable insurance policies during the lending period to the extent reasonable and necessary.
6. The fee for use will be based on the most current FEMA Schedule of Equipment Rates or otherwise negotiated in writing and charged off the hour meter of the equipment. Any loaned staff will be charged at their fully loaded cost rate from their dispatch location.

## **SECTION IV TERMINATION**

This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

## **SECTION V RESPONSIBILITIES**

Equipment: Each party is responsible for providing equipment free of any known defect, fully operational for its intended use, and adequately maintained according to industry standards.

Employees: Each party is responsible for payment of workers' compensation benefits to its own respective employees for injuries sustained within the scope of employment.

Damage to Borrowed Equipment: All borrowed equipment shall be fully insured by the owner to include coverage for any damage sustained while in the possession of the other party. In the event insurance is not available, the parties agree to negotiate an equitable resolution.

Property damage or personal injury to third parties: Each party remains responsible for the acts or omissions of its employees to the extent those acts or omissions cause property damage or personal injury to third parties.

## **SECTION VI NO WAIVER OF 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 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 Counties in relation to this Agreement.

## **SECTION VII NON-ASSIGNABILITY**

Neither party shall assign, sublet or transfer this Agreement or any interest therein to any other party without the prior written consent of both parties to this Agreement, which consent shall not be unreasonably withheld.

## **SECTION VIII BINDING EFFECT, RELATIONSHIP OF PARTIES, ASSIGNMENT**

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively. The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. This Agreement shall not be assigned by any party without the prior written consent of all parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

## **SECTION IX EXECUTION OF THIS AGREEMENT**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party represents that all procedures necessary to authorize such party's execution of this Agreement have been or shall be performed and that the person signing for such party has been or shall be authorized to execute the Agreement.

**SECTION X  
INFORMATIONAL OBLIGATIONS.**

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

**SECTION XI  
AMENDMENTS**

Any and all modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and non-binding unless set forth in writing and signed by both parties hereto.

**SECTION XII  
NO CONSTRUCTION AGAINST DRAFTING PARTY**

Gunnison County, Chaffee County and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

**IN WITNESS WHEREOF** the parties hereto agree to the foregoing Agreement.

**APPROVED** on \_\_\_\_\_, 2024 by Chaffee County Board of County Commissioners.

ATTEST:

COUNTY OF CHAFFEE,  
STATE OF COLORADO

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Chairperson

**APPROVED** on \_\_\_\_\_, 2024 by Gunnison County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS  
OF COUNTY OF GUNNISON,

By: \_\_\_\_\_  
Jonathan Houck, Chairperson

ATTEST:

\_\_\_\_\_  
Deputy Clerk

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

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**Agenda Item:** Grant Application; West Central Public Health Part

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**Action Requested:** Other Approval of Grant Application

**Parties to the Agreement:** CDPHE

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

HHS wishes to apply for the CDPHE OPHP Rapid Funding for public health professional development and behavioral health trainings.

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 8/29/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 8/29/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/29/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\Hperry

Discharge Date: 8/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/3/2024

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**COLORADO**  
 Department of Public  
 Health & Environment

Please download this budget as an Excel file to complete it. Upload the completed budget to the Application Google

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

**OPHP Budget Template - PRELIMINARY 12 Month Budget**

Contractor Name	Gunnison County
Budget Period	8/1/2024 - 9/30/2024
Project Name	West Central Public Health Partnership

Program Contact Name, Title, Phone and Email	Margaret V Health Man mwacker@
Fiscal Contact Name, Title, Phone and Email	Jody Wise, Se € jwise@gu

---

**Expenditure Categories**

gle Form.

Vacker, Community  
ager, 970-641-7913,  
gunnisoncounty.org

nior Accountant, 970-  
i41-7679,  
innisoncounty.org



**Personal Services  
Salaried Employees**

List all salaried personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.) must be included.

Position Title	Description of Work	Annual Salary	Fringe	Percent of

**Personal Services  
Hourly Employees**

List all hourly personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.) must be included.

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project

<b>Requested from</b>
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
<b>Total Amount Requested from CDPHE</b>
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

<b>Total Personal Services (including fringe benefits)</b>			
<b>Supplies &amp; Operating Expenses</b>			
<p>Include list of all allowable operating expenses. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted. If rent is claimed as direct cost, provide a narrative justification which describes the prescribed policy including the effective date of the policy.</p>			
Item	Description of Item	Rate	Quantity
<b>Total Supplies &amp; Operating Expenses</b>			

<b>\$0.00</b>
<b>Requested from</b>
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
<b>\$0.00</b>

<b>Travel</b> <span style="float: right;">Include all travel and indicate whether in-state or out-of-state. Include costs for attendance of any mandatory meetings. Include appropriate per diem, mileage or airfare rates or include link to current approved rates.</span>			
Item	Description of Item	Rate	Quantity
Mileage for	Mileage to attend Public Health in the Rockies for 6 staff (500), mileage for regional	\$0.67	2000
Lodging for	Lodging for Public Health in the Rockies for 6 staff x 3 nights (some costs shared across	\$179.00	18
Per Diem for travel meals	Per Diem food expenses for travel for professional development, note costs will be	\$69.00	18
Registration	Public Health in the Rockies for 6-8 staff (3 staff have access to other grants and costs	\$499.00	6
			<b>Total Travel</b>
<b>Contractual</b>			
Include all subcontracts planned to complete the proposed work. This includes, but not limited to, consulting and personal services subcontracts. Restrictions outline in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables.			
Subcontractor Name	Description of Item	Rate	Quantity
Danielle Beamer	Behavioral Health Trainings for local public health agency staff.	\$400.00	3

<b>Requested from</b>
\$1,340.00
\$3,222.00
\$1,242.00
\$2,994.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
<b>\$8,798.00</b>
<b>Requested from</b>
\$1,200.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

<b>Total Contractual</b>	
<b>SUB-TOTAL BEFORE INDIRECT</b>	
<b>Indirect</b> Check with your LPHA's financial officer for negotiated indirect rate.	
<b>Item</b>	<b>Description of Item</b>
Federally-negotiated indirect cost rate	
CDPHE-approved indirect cost rate	
De minimis indirect cost rate	
<b>Total Indirect</b>	
<b>TOTAL</b>	

\$1,200.00
\$4,194.00
<b>Total Amount Requested from</b>
\$0.00
\$9,998.00





The West Central Public Health Partnership (WCPHP) is a partnership of 6 local public health agencies, v

This funding will be available to all 6 local public health agencies. Number of staff anticipated to attain

Outcomes: A) Public health staff feel more ready to talk about behavioral health and to refer clients to l  
Workplan:

- 1) Provide at least 3 trainings to local public health agency staff and partners on the behavioral health c
- 2) Provide professional development, with local staff attending Trainings/Opportunities for professiona

We have an existing CHIP and this project aligns with that. We are building capacity through the CHIP fr

Important:

Invoices and receipts will be required for reimbursement. This Rapid Funding opportunity will b

who have recently completed their Public Health Improvement Plan. The WCPHP would like to propose professional development: 15 attending conferences or regional meetings, another 15-30 participating in behavioral health services. B) Public health staff build skills related to communication, policy and behavioral development including: Public Health in the Rockies, Raices Sin Fronteras Regional Meeting, Colorado I or current and future planning and assessment work as well. For instance, a tool to measure staff readiness "straight paid" to your organization. This allows for funding to be reimbursed without a PO or

to build on our regional public health improvement plan, which focuses on capacity building of regional

ioral health through professional development. C) Public Health staff have more connections regionally

Environmental Health Association conference, Early Childhood Leadership Alliance statewide meeting, B

ness related to behavioral health is something we are developing now and will roll out this fall, so that o

contract as long as the application is approved, the funding follows the budget submitted. Char

local public health agency staff to address behavioral health, communications, and policy. Priority popu

r and statewide to peers, especially those who serve Spanish speakers, older adults, and young children.

ur CHIP is more informed as we move into implementation. This is part of the assessment and evaluatio

anges to the budget over 20% between existing line items or to add a new line item require prior a

approval. Invoices with line items not on the budget may not be fully reimbursed. LPHAs may s

submit a monthly invoice or one final invoice no later than November 8, 2024.

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

**Agenda Item:** Impaired Driving Grant; Amendment #1; Contract No

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

**Parties to the Agreement:** Colorado Department of Transportation - Gunnison County

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

**Summary:**  
Year 2 of Colorado Department of Transportation Impaired Driving grant

**Fiscal Impact:**

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

**Finance Review:**  Required  Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 8/29/2024

**County Attorney Review:**  Required  Not Required

Comments:  
Legally sufficient. SO 8/29/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/29/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/30/2024

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 0

Agenda Date: 9/3/2024

# STATE OF COLORADO AMENDMENT (1)

## SIGNATURE AND COVER PAGE

**State Agency**  
Department of Transportation

**Subrecipient**  
GUNNISON COUNTY

**Original Subaward Agreement Number**  
24-HTS-ZL-00208

**Amendment Subaward Agreement Number**  
24-HTS-ZL-00208-M0002

**Subaward Agreement Performance  
Beginning Date**  
October 01, 2023

**Current Agreement Expiration Date**  
September 30, 2025

**Current Fund Expenditure End Date**  
September 30, 2025

**Current Total Encumbered Amount** \$257,891.08

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

**SUBRECIPIENT**  
GUNNISON COUNTY

**STATE OF COLORADO**  
**Jared S. Polis, Governor**  
Department of Transportation  
Shoshana M. Lew, Executive Director

By: \_\_\_\_\_

Name: Jonathan Houck

Title: Chair-Gunnison BOCC

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

By: \_\_\_\_\_  
Department of Transportation

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

**1) PARTIES**

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

**2) TERMINOLOGY**

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

**3) EFFECTIVE DATE AND ENFORCEABILITY**

**A. Amendment Effective Date**

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

**B. Amendment Term**

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

**4) PURPOSE**

The purpose for this Amendment is to add \$134,405.30 in FFY 25 funds to the Current Total Encumbered Amount and to extend the Subaward Expiration Date and Fund Expenditure Date shown on the Signature and Cover Page for this Amendment and revise Exhibit A - Statement of Work and Budget as described in Section 5.

**5) MODIFICATIONS**

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

A. The Subaward Agreement Amount on the Subaward Agreement’s Cover Page is hereby deleted and replaced with the Amended Subaward Agreement Amount (Current Total Encumbered Amount) shown on the Signature and Cover Page for this Amendment.

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

C. The Fund Expenditure End Date is hereby deleted and replaced with the Current Fund Expenditure End Date on the Signature and Cover Page for this Amendment.

D. Exhibit A is hereby deleted and replaced with Exhibit A.1.

E. All references to Exhibit A in the Subaward and any amendments are hereby deleted in their entirety and replaced with Exhibit A.1.

**6) LIMITS OF EFFECT**

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

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**EXHIBIT A.1, STATEMENT OF WORK AND BUDGET**

**Action Plan**

**Agency Name: Gunnison County**  
**Project Title: Gunnison County Substance Abuse Prevention Pilot Project (GCSAPP)**  
**WBS Element: 24NHTSA402.0313 / 2025NHTSA402.0313**  
**SAM UEI: NSN9FAGKEDJ9**  
**CFDA: 20.600**  
**FAINS: 69A37524300004020CO0**

**Year 1 / FY 24 Description**

GCSAPP will utilize the Positive Youth Development (PYD) framework in upstream and primary prevention efforts with youth. The broader community will also be addressed in efforts emphasizing community stakeholders’ and parents’ support, understanding and modeling behavior. The Subrecipient shall provide the work through a grant at the prices and rates specified in this Action Plan. The budget will be within 10% in Years 2 and 3 as it was planned in Year 1. The planned activities noted below will be similar in Years 2 and 3.

**Year 2 / FY 25 Description**

This Action Plan is for the development and execution of community and school-based prevention and education focusing on impaired driving within Gunnison County. Gunnison County (the Subrecipient) shall provide the work through a grant at the prices and rates specified in this Action Plan. The budget for Year 3 shall be within 10% of the budget planned for Year 2. The planned activities noted below will be similar in year 3.

**Year 1 / FY 24 Subrecipient Responsibilities**

The Subrecipient will provide the following types of services under this Contract:

1. Utilizing the GCSAPP Youth Coalition we will increase positive social norming and education around substance-free youth events, particularly on high-risk nights, and supporting youth and adults to build a community of like-minded people.
2. Collect and analyze qualitative and qualitative community data around impaired driving.
3. Provide a classroom-based driver education program.

**Year 2 / FY 25 Subrecipient Responsibilities**

Under this contract, Gunnison County shall work to reduce the number of impaired driving fatalities and overall traffic related fatalities within Gunnison County.

1. Utilizing the GCSAPP Youth Coalition we will increase positive social norming and education around substance-free youth events, particularly on high-risk nights, and supporting youth and adults to build a community of like-minded people.
2. Collect and analyze qualitative and qualitative community data around impaired driving.
3. Provide a classroom-based driver education program.

If applicable, and in accordance with 23 CFR Part 1300 Appendix C, the accepting agency, as a representative of its political subdivision, requests the benefit of the CDOT Highway Safety Office’s coordination of paid media, traffic safety marketing, and law enforcement liaison assistance to change driver behavior. The CDOT Highway Safety Office coordinates these activities Statewide to complement the initiatives outlined in your Scope of Work. These efforts include local jurisdictions and will be coordinated statewide.

By signing this contract, the grantee signifies their understanding and approves the use of these activities within their jurisdiction.

Original Federal Funding \$123,485.78  
 Additional Funds \$134,405.30  
 Total Revised Federal Funding \$257,891.08

Original Budget Summary

FY24 Budget  
 Gunnison County  
 Gunnison County Substance Abuse Prevention Pilot Project  
 24NHTSA402.0313

Budget (Section 1 of 3)

Budget Summary

Personnel Services Totals:	\$0.00	Operating Expenses Totals:	\$19,010.00
Hourly Employee Totals:	\$31,780.80	Contractual Services Totals:	\$49,300.00
Fringe Benefit Costs Totals:	\$10,560.00	Travel Expenses Totals:	\$1,609.00
Capital Equipment Totals:	\$0.00		

Subtotal Before Indirect Costs: \$112,259.80  
 Indirect Rate: 10.00%  
 Indirect Cost Totals: \$11,225.98  
 Budget Total: \$123,485.78

Name of Position	Salary Type	Monthly Salary Amount	Number of Months	Budget Description	Total
Prevention Program Coordinator	Straight Time Rate	\$31.14 40.00	12.00	Supports program manager with deliverable execution and project completion. Coordination of the GCSAPP youth coalition and efforts.	\$14,947.20
GCSAPP Program Manager	Straight Time Rate	\$35.07 40.00	12.00	Coordinates project with fidelity including executing and managing grant deliverables, budget, reporting and evaluation. Oversees program staff and youth advisors. Facilitates the GCSAPP coalition.	\$16,833.60
Description	Total Monthly Fringe Costs	Number of Months	Total	Budget Description	
Prevention Program Coordinator	\$520.00	12.00	\$6,240.00	Hourly Fringe for the Prevention Program Coordinator = \$13 hr x 40 hr/mo = \$520	
GCSAPP Program Manager	\$360.00	12.00	\$4,320.00	Hourly fringe for the GCSAPP Program Manager = \$9 hr x 40 hr/mo = \$360	

## Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Budget Description	Total
Participant Incentive Cost	Cost per Unit	\$15.00	100.00	Incentives for community member's to complete the GCSAPP Community Survey. Only provided to those who complete in person with GCSAPP staff present. This will average about 20% of completed surveys.	\$1,500.00
GCSAPP Youth Coalition Social Norming Events	Cost per Unit	\$500.00	4.00	4 positive social norming events @ \$500 an event to cover the cost of materials, licensing fees, speaker fees, and space rentals	\$2,000.00
Phone Cost	Monthly Cost	\$35.00	12.00	Phone - \$35 month for 1 FTE	\$420.00
Computer Cost	Cost per Unit	\$3,000.00	1.00	computer cost for 1 FTE	\$3,000.00
Marketing and Social Media	Monthly Cost	\$375.00	12.00	Newspaper and social media ads to increased understating of community risk and protective factors including impaired driving, social hosting and positive social norming.	\$4,500.00
Rent	Monthly Cost	\$200.00	12.00	Office space rent	\$2,400.00
Copies	Monthly Cost	\$120.00	12.00	Copies and printing	\$1,440.00
Community Survey	Cost per Unit	\$1.00	1,500.00	Survey software and materials for the GCSAPP Community Survey	\$1,500.00
Driver's Ed/GDL Materials	Cost per Unit	\$250.00	9.00	Materials for drivers education courses including books, promotional materials, copies, etc.	\$2,250.00

The Cost per Mile cannot exceed the established State of Colorado rate for cost per mile [State Mileage Rate](#)

Description	Monthly Miles	Number of Months	Cost per Mile	Budget Description	Total
Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Budget Description	Total
Driver's Ed/GDL	130.00	9.00	\$40.00	Facilitate drivers education courses (8 week and weekend intensive courses), manage recruitment of youth, increase partnerships with the school district, and support with successful graduation.	\$46,800.00
Youth Advisor	10.00	10.00	\$25.00	Supports with data collection and analysis including focus groups and key informant interviews and engagement with stakeholders and community partners.	\$2,500.00

## Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Budget Description	Total
Lodging	2	\$450.00	\$150/night x 2 people x 3 nights = \$900	\$900.00
Mileage	2	\$147.50	.59 per mile x 1 RT to Gunnison to Denver @ 500 miles	\$295.00
Per diem	2	\$207.00	\$69 per diem x 3 days x 2 persons = \$414	\$414.00

Description	Number of Units	Cost Per Unit	Budget Description	Total
-------------	-----------------	---------------	--------------------	-------

Description	Indirect Rate	Budget Description	Subtotal Before Indirect Costs	Total
Indirect Rate	10.00%	Gunnison County has a 10% Indirect Rate	\$112,259.80	\$11,225.98

### Amendment Budget Summary

**FFY25 Contract Renewal Budget**  
**Gunnison County**  
**Gunnison County Substance Abuse Prevention Project**  
**2025nhtsa402.0313**

## Budget (Section 1 of 3)

### Budget Summary

Personnel Services Total: \$22,479.00	Operating Expenses Total: \$15,860.00
Hourly Employee Total: \$16,320.00	Contractual Services Total: \$49,300.00
Fringe Benefit Costs Total: \$11,880.00	Travel Expenses Total: \$1,984.00

Subtotal Before Indirect Costs: \$117,823.00

Indirect Rate: 10.00%

Indirect Cost Totals: \$11,782.30

Office Rent Expense Total: \$4,800.00

Capital Equipment Total: \$0.00

Budget Total: \$134,405.30

Name of Position	Salary Type	Monthly Salary Amount	Number of Months	Budget Description	Total
GCSAPP Program Manager	Full-Time	\$1,873.25	12.00	Coordinates project with fidelity including executing and managing grant deliverables, budget, reporting and evaluation. Oversees program staff and youth advisors. Facilitates the GCSAPP coalition.	\$22,479.00

Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Budget Description	Total
Prevention Programs coordinator	Straight Time Rate	\$34.00	40.00	\$1,360.00	12.00	Supports program manager with deliverable execution and project completion. Coordination of the GCSAPP youth coalition and efforts.	\$16,320.00

Description	Total Monthly Fringe Costs	Number of Months	Total	Budget Description
Prevention Programs Coordinator	\$560.00	12.00	\$6,720.00	Hourly Fringe for the Prevention Program Coordinator = \$14 hr x 40 hr/mo = \$560
GCSAPP Program Manager	\$430.00	12.00	\$5,160.00	25% of monthly fringe costs.

## Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Budget Description	Total
Driver's Education Materials	Monthly Cost	\$200.00	10.00	Materials for drivers education courses including books, promotional materials, copies, etc.	\$2,000.00
Marketing and Social Media	Monthly Cost	\$375.00	12.00	Newspaper and social media ads to increased understating of community risk and protective factors including impaired driving, social hosting, positive social norming, and events.	\$4,500.00
GCSAPP Youth Coalition Social Norming Events	Cost per Unit	\$500.00	6.00	6 positive social norming events @ \$500 an event to cover the cost of materials, licensing fees, speaker fees, and space rentals	\$3,000.00
Phone Cost	Monthly Cost	\$35.00	12.00	Phone - \$35 month for 1 FTE	\$420.00
Computer Cost	Cost per Unit	\$3,000.00	1.00	computer cost for 1 FTE	\$3,000.00
Copies	Monthly Cost	\$120.00	12.00	Copies and printing	\$1,440.00
Community Survey	Cost per Unit	\$1,500.00	1.00	Survey software and materials for the GCSAPP Community Survey	\$1,500.00

**Operating Mileage:** Mileage incurred during the normal course of business. Mileage related to overnight travel must be listed under the Travel Expense section in Budget Section 3 of 3.

Mileage rates must reflect the established State of Colorado 2WD rate for cost per mile [State Mileage Rate](#)

Description	Monthly Miles	Number of Months	Cost per Mile	Budget Description	Total
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### Office Rent Expenses

**Office Rent Expense** - Costs associated with a workspace to conduct grant-funded work. Office Rent Expenses are excluded from the Indirect Rate Subtotal calculation

Monthly Rent Cost	Number of Months	Budget Description	Total
\$400.00	12.00	Office space rent	\$4,800.00

Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Budget Description	Total
Youth Advisor	10.00	10.00	\$25.00	Supports with data collection and analysis including focus groups and key informant interviews and engagement with stakeholders and community partners.	\$2,500.00
Driver's Ed/GDL	130.00	9.00	\$40.00	Facilitate drivers education courses (8 week and weekend intensive courses), manage recruitment of youth, increase partnerships with the school district, and support with successful graduation.	\$46,800.00

### Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Budget Description	Total
Milage	2	\$335.00	.67 per mile x 1 RT to Gunnison to Denver @ 500 miles	\$670.00
Meals	2	\$207.00	\$69 per diem x 3 days x 2 persons = \$414	\$414.00
Lodging	2	\$450.00	\$150/night x 2 people x 3 nights = \$900	\$900.00

Description	Indirect Rate	Budget Description	Subtotal Before Indirect Costs	Total
Indirect Rate	10.00%	Gunnison County has a 10% Indirect Rate	\$117,823.00	\$11,782.30

# STATE OF COLORADO SUBAWARD AGREEMENT

## COVER PAGE

<b>State Agency</b> Department of Transportation	<b>Agreement Number/PO Number</b> 24-HTS-ZL-00208/491003273		
<b>Subrecipient</b> GUNNISON COUNTY	<b>Agreement Performance Beginning Date</b> The later of the Effective Date or October 01, 2023		
<b>Subaward Agreement Amount</b>  Current Agreement Encumbered Total  <div style="text-align: right;">\$123,485.78</div>	<b>Initial Agreement Expiration Date</b> September 30, 2024		
	<b>Fund Expenditure End Date</b> September 30, 2024		
	<b>Agreement Authority</b> Authority to enter into this Agreement exists in CRS §§24-42-101, 24-42-103, 43-1-104, 43-1-106, 43-1-110, 43-5-401, appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC Chapter 4.		
<b>Agreement Purpose</b> NHTSA Grant funds awarded to agencies, organizations, and tribal governments within the State of Colorado that provide programs, projects, services, and strategies that are intended to reduce the number of deaths and serious injuries resulting from traffic crashes on Colorado roads.			
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> <li>1. Exhibit A – Statement of Work and Budget.</li> <li>2. Exhibit B – Sample Option Letter.</li> <li>3. Exhibit C – Federal Provisions.</li> <li>4. Exhibit D – Additional Program Requirements.</li> </ol> <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. Exhibit C – Federal Provisions, and Exhibit D – Additional Program Requirements.</li> <li>2. Colorado Special Provisions in §17 of the main body of this Agreement.</li> <li>3. The provisions of the other sections of the main body of this Agreement.</li> <li>4. Exhibit A – Statement of Work and Budget.</li> <li>5. Executed Option Letters (if any).</li> </ol>			
<b>Principal Representatives</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">           For the State:            Lisa Totman            Office of Transportation Safety/Highway Safety            Office            Colorado Dept. of Transportation            2829 W. Howard Place            Denver, CO 80204            Lisa.totman@state.co.us         </td> <td style="width: 50%; vertical-align: top;">           For Subrecipient:            Matthew Birnie            GUNNISON COUNTY            200 EAST VIRGINIA AVENUE            GUNNISON, CO 81230            mbirnie@gunnisoncounty.org         </td> </tr> </table>		For the State: Lisa Totman Office of Transportation Safety/Highway Safety Office Colorado Dept. of Transportation 2829 W. Howard Place Denver, CO 80204 Lisa.totman@state.co.us	For Subrecipient: Matthew Birnie GUNNISON COUNTY 200 EAST VIRGINIA AVENUE GUNNISON, CO 81230 mbirnie@gunnisoncounty.org
For the State: Lisa Totman Office of Transportation Safety/Highway Safety Office Colorado Dept. of Transportation 2829 W. Howard Place Denver, CO 80204 Lisa.totman@state.co.us	For Subrecipient: Matthew Birnie GUNNISON COUNTY 200 EAST VIRGINIA AVENUE GUNNISON, CO 81230 mbirnie@gunnisoncounty.org		



## TABLE OF CONTENTS

1.	PARTIES.....	3
2.	TERM AND EFFECTIVE DATE .....	3
3.	DEFINITIONS .....	4
4.	STATEMENT OF WORK AND BUDGET .....	6
5.	PAYMENTS TO SUBRECIPIENT .....	6
6.	REPORTING - NOTIFICATION .....	8
7.	SUBRECIPIENT RECORDS .....	9
8.	CONFIDENTIAL INFORMATION - STATE RECORDS .....	10
9.	CONFLICTS OF INTEREST .....	11
10.	INSURANCE .....	11
11.	BREACH OF AGREEMENT .....	13
12.	REMEDIES .....	13
13.	DISPUTE RESOLUTION .....	14
14.	NOTICES and REPRESENTATIVES .....	14
15.	RIGHTS IN WORK PRODUCT AND OTHER INFORMATION .....	15
16.	GENERAL PROVISIONS .....	15
17.	COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) .....	17

### 1. PARTIES

This Agreement is entered into by and between Subrecipient named on the Cover Page for this Agreement (the “Subrecipient”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Subrecipient and the State agree to the terms and conditions in this Agreement.

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred before the Effective Date, except as described in **\$0**, or after the Fund Expenditure End Date.

#### B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

#### C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or more, or one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement.

#### D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

#### E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Subrecipient, which shall be governed by §0.

##### i. Method and Content

The State shall notify Subrecipient of such termination in accordance with §Error! Reference source not found.. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

##### ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Subrecipient shall be subject to the rights and obligations set forth in §0.

##### iii. Payments

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

#### F. Subrecipient's Termination Under Federal Requirements

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

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this subaward agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Subrecipient, or the appointment of a receiver or similar officer for Subrecipient or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Subrecipient is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in Exhibit A.
- E. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.
- F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- G. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Subrecipient's Work that is intended to be delivered by Subrecipient.

- H. “**Effective Date**” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- I. “**End of Term Extension**” means the time period defined in §0.
- J. “**Exhibits**” means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- K. “**Extension Term**” means the time period defined in §0.
- L. “**Federal Award**” means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Subrecipient or payments to an individual that is a beneficiary of a Federal program.
- M. “**Federal Awarding Agency**” means a Federal agency providing a Federal Award to a Recipient. National Highway Traffic Safety Administration (NHTSA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- N. “**Goods**” means any movable material acquired, produced, or delivered by Subrecipient as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Subrecipient in connection with the Services.
- O. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- P. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- Q. “**Initial Term**” means the time period defined in §0.
- R. “**Matching Funds**” (Local Funds, or Local Match) means the funds provided by Subrecipient as a match required to receive the Grant Funds and includes in-kind contribution.
- S. “**NHTSA**” means National Highway Traffic Safety Administration.
- T. “**Party**” means the State or Subrecipient, and “Parties” means both the State and Subrecipient.
- U. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- V. “**Recipient**” means the State agency shown on the Signature and Cover Pages of this Agreement, for the purposes of this Federal Award.
- W. “**Services**” means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.
- X. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include but is not limited to PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- Y. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

- Z. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- AA. **“State Records”** means any and all State data, information, and records, regardless of physical form.
- BB. **“Subaward Maximum Amount”** means an amount equal to the total of Grant Funds for this Agreement.
- CC. **“Subcontractor”** means any third party engaged by Subrecipient to aid in performance of the Work. “Subcontractor” also includes sub-recipients of Grant Funds.
- DD. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- EE. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- FF. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- GG. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

#### 4. STATEMENT OF WORK AND BUDGET

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

#### 5. PAYMENTS TO SUBRECIPIENT

##### A. Subaward Maximum Amount.

Payments to Subrecipient are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Subrecipient any amount under this Agreement that exceeds the Subaward Maximum Amount shown on the Cover Page of this Agreement as “Federal Funds Maximum Amount”.

##### B. Payment Procedures

###### i. Invoices and Payment

- a. The State shall pay Subrecipient in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Subrecipient shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.
- d. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Subrecipient and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Subrecipient shall make all changes necessary to correct that invoice.
- e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

## ii. Interest

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

## iii. Payment Disputes

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

## iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Subrecipient beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Subrecipient shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §0.

## v. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

## C. Increase or Decrease

The State, at its discretion, shall have the option to increase or decrease the maximum amount payable hereunder, by increasing or decreasing the quantity of goods/services described in Exhibit A at the same rates and under the same terms specified in this Agreement. In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Exhibit B prior to the end of the current Agreement term. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in the Agreement.

## D. Matching Funds

Subrecipient shall provide Matching Funds as provided in Exhibit A. Subrecipient shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Subrecipient and paid into Subrecipient's treasury or bank account. Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

#### E. Reimbursement of Subrecipient Costs

- i. The State shall reimburse Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of §5, this Agreement and Exhibit A. However, any costs incurred by Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Subrecipient for costs or expenses incurred or performance by the Subrecipient prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Subrecipient. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement.
- ii. The State shall reimburse Subrecipient's allowable costs, not exceeding the Subaward Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A. Except as provided in §5.E., Subrecipient may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Subrecipient provides notice to the State of the change, the change does not modify the Subaward Maximum Amount or the Subaward Maximum Amount for any federal fiscal year or State Fiscal Year, and the change does not modify any requirements of the Work.
- iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:
  - a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
  - b. Equal to the actual net cost to Subrecipient (i.e. the price paid minus any items of value received by Subrecipient that reduce the cost actually incurred).
- iv. Subrecipient's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Subrecipient shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

#### F. Use of Funds, Budget Adjustments

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget. Subrecipient may adjust budgeted expenditure amounts up to 10% between activities of said Budget without approval of the State. Budget adjustments to activities exceeding 10% but less than 24.99% must be submitted in advance of actual cost and receive written State approval, which approval may be transmitted informally by email or such other means that does not rise to the level of an amendment to this Agreement. A budget revision of **Exhibit A** will be issued by the State with any such adjustment. Adjustments in excess of 24.99% for any activity shall be authorized by the State in an amendment to this Agreement which may also require an amendment to **Exhibit A**. Budget adjustments shall not increase the State's total consideration beyond the Subaward Maximum Amount without an amendment to this Agreement.

#### G. Close-Out

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

### 6. REPORTING - NOTIFICATION

#### A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Subrecipient shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted

to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

**B. Litigation Reporting**

If Subrecipient is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Subrecipient's ability to perform its obligations under this Agreement, Subrecipient shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

**C. Performance and Final Status**

Subrecipient shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

**D. Violations Reporting**

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

**7. SUBRECIPIENT RECORDS**

**A. Maintenance**

Subrecipient shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the "Subrecipient Records"). Subrecipient shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Subrecipient in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

**B. Inspection**

Subrecipient shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Subrecipient Records during the Record Retention Period. Subrecipient shall make Subrecipient Records available during normal business hours at Subrecipient's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

**C. Monitoring**

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Subrecipient's performance of its obligations under this Agreement using procedures as determined by the State or that governmental entity. Subrecipient shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Subrecipient and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Subrecipient's performance in a manner that does not unduly interfere with Subrecipient's performance of the Work.

D. Final Audit Report

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

**8. CONFIDENTIAL INFORMATION - STATE RECORDS**

A. Confidentiality

Subrecipient shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Subrecipient shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Subrecipient shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Subrecipient shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

E. Data Protection and Handling

Subrecipient shall ensure that all State Records and Work Product in the possession of Subrecipient or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

If Subrecipient or any of its Subcontractors will or may receive PII under this Agreement, Subrecipient shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Subrecipient shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

**9. CONFLICTS OF INTEREST**

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

D. Subrecipient acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Subrecipient further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Subrecipient employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Subrecipient shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Subrecipient may also be subject to such penalties as are allowed by law.

**10. INSURANCE**

Subrecipient shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

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

## B. General Liability

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

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

## C. Automobile Liability

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

## D. Additional Insured

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

## E. Primacy of Coverage

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

## F. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Subrecipient and Subrecipient shall forward such notice to the State in accordance with **§Error! Reference source not found.** within seven days of Subrecipient's receipt of such notice.

## G. Subrogation Waiver

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

## H. Public Entities

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

## I. Certificates

For each insurance plan provided by Subrecipient under this Agreement, Subrecipient shall provide to the State certificates evidencing Subrecipient's insurance coverage required in this Agreement prior to the Effective Date. Subrecipient shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Subrecipient's subcontract is not in effect as of the Effective Date, Subrecipient shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Subrecipient's execution of the subcontract. No later than 15 days before the expiration date of Subrecipient's or any Subcontractor's coverage, Subrecipient shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Subrecipient shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

## 11. BREACH OF AGREEMENT

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

## 12. REMEDIES

### A. State's Remedies

If Subrecipient is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §Error! Reference source not found., shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### i. Termination for Breach of Agreement

In the event of Subrecipient's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Subrecipient fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Subrecipient shall continue performance of this Agreement to the extent not terminated, if any.

##### a. Obligations and Rights

To the extent specified in any termination notice, Subrecipient shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Subrecipient shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Subrecipient shall assign to the State all of Subrecipient's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Subrecipient shall take timely, reasonable and necessary action to protect and preserve property in the possession of Subrecipient but in which the State has an interest. At the State's request, Subrecipient shall return materials owned by the State in Subrecipient's possession at the time of any termination. Subrecipient shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

##### b. Payments

Notwithstanding anything to the contrary, the State shall only pay Subrecipient for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Subrecipient was not in breach or that Subrecipient's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §0.

##### c. Damages and Withholding

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

#### ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

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

d. Removal

Demand immediate removal of any of Subrecipient's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

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

B. Subrecipient's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Subrecipient, following the notice and cure period in §Error! Reference source not found. and the dispute resolution process in §Error! Reference source not found. shall have all remedies available at law and equity.

### 13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §0 fails to resolve the dispute within 10 Business Days, Subrecipient shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Subrecipient wishes to challenge any decision rendered by the Procurement Official, Subrecipient's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Subrecipient pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

### 14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if

any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

## **15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

### **A. Work Product**

Subrecipient agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Awarding Agency's and State's purposes. All Work Product shall be delivered to the State by Subrecipient upon completion or termination hereof.

### **B. Exclusive Property of the State**

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Subrecipient are the exclusive property of the State (collectively, "State Materials"). Subrecipient shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Subrecipient's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Subrecipient shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

### **C. Exclusive Property of Subrecipient**

Subrecipient retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Subrecipient including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Subrecipient under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Subrecipient Property"). Subrecipient Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

## **16. GENERAL PROVISIONS**

### **A. Assignment**

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

### **B. Subcontracts**

Subrecipient shall not enter into any subaward or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Subrecipient shall submit to the State a copy of each such subaward or subcontract upon request by the State. All subawards and subcontracts entered into by Subrecipient in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Subrecipient enters into a subcontract or subaward would also be considered a Subrecipient, then the subcontract or subaward entered into by Subrecipient shall also contain provisions permitting both Subrecipient and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

### **C. Binding Effect**

Except as otherwise provided in **§16.A.**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

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

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Subrecipient's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Subrecipient. Subrecipient shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Subrecipient may wish to have in place in connection with this Agreement.

**O. Third Party Beneficiaries**

Except for the Parties' respective successors and assigns described in **§16.A.**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

**P. Waiver**

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**Q. CORA Disclosure**

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

**R. Standard and Manner of Performance**

Subrecipient shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Subrecipient's industry, trade, or profession.

**S. Licenses, Permits, and Other Authorizations**

- i. Subrecipient shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- ii. Subrecipient, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

**T. Federal Provisions**

Subrecipient shall comply with all applicable requirements of Exhibits C, D, and E at all times during the term of this Agreement.

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

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

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

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

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

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

**C. GOVERNMENTAL IMMUNITY.**

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

**D. INDEPENDENT CONTRACTOR.**

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

**E. COMPLIANCE WITH LAW.**

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

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

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

**G. PROHIBITED TERMS.**

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

**H. SOFTWARE PIRACY PROHIBITION.**

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

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

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

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

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments

made to Subrecipient in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Subrecipient by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Subrecipient, or by any other appropriate method for collecting debts owed to the State.

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

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Subrecipient certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Subrecipient that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Subrecipient **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Subrecipient has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Subrecipient participates in the Department program, Subrecipient shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Subrecipient fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Subrecipient shall be liable for damages.

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

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

**EXHIBIT A, STATEMENT OF WORK AND BUDGET****Action Plan****Agency Name: Gunnison County****Project Title: Gunnison County Substance Abuse Prevention Pilot Project (GCSAPP)****WBS Element: 24NHTSA402.0313 / SAM UEI: NSN9FAGKEDJ9 / CFDA: 20.600****Description**

GCSAPP will utilize the Positive Youth Development (PYD) framework in upstream and primary prevention efforts with youth. The broader community will also be addressed in efforts emphasizing community stakeholders' and parents' support, understanding and modeling behavior.

The grantee shall provide the work through a grant at the prices and rates specified in this Action Plan. The budget will be within 10% in Years 2 and 3 as it was planned in Year 1.

The planned activities noted below will be similar in Years 2 and 3.

**Grantees Responsibilities**

The grantee will provide the following types of services under this Contract:

1. Utilizing the GCSAPP Youth Coalition we will increase positive social norming and education around substance-free youth events, particularly on high-risk nights, and supporting youth and adults to build a community of like-minded people.
2. Collect and analyze qualitative and quantitative community data around impaired driving.
3. Provide a classroom-based driver education program.

If applicable, and in accordance with 23 CFR Part 1300 Appendix C, the accepting agency, as a representative of its political subdivision, requests the benefit of the CDOT Highway Safety Office's coordination of paid media, traffic safety marketing, and law enforcement liaison assistance to change driver behavior. The CDOT Highway Safety Office coordinates these activities Statewide to complement the initiatives outlined in your Scope of Work. These efforts include local jurisdictions and will be coordinated statewide. By signing this contract, the project director signifies their understanding and approves the use of these activities within their jurisdiction.

FY24 Budget  
 Gunnison County  
 Gunnison County Substance Abuse Prevention Pilot Project  
 24NHTSA402.0313

## Budget (Section 1 of 3)

### Budget Summary

Personnel Services Totals:	\$0.00	Operating Expenses Totals:	\$19,010.00
Hourly Employee Totals:	\$31,780.80	Contractual Services Totals:	\$49,300.00
Fringe Benefit Costs Totals:	\$10,560.00	Travel Expenses Totals:	\$1,609.00
Capital Equipment Totals:	\$0.00		

Subtotal Before Indirect Costs:	\$112,259.80
Indirect Rate:	10.00%
Indirect Cost Totals:	\$11,225.98
Budget Total:	\$123,485.78

Name of Position	Salary Type	Monthly Salary Amount	Number of Months	Budget Description	Total
Prevention Program Coordinator	Straight Time Rate	\$31.14 40.00	12.00	Supports program manager with deliverable execution and project completion. Coordination of the GCSAPP youth coalition and efforts.	\$14,947.20
GCSAPP Program Manager	Straight Time Rate	\$35.07 40.00	12.00	Coordinates project with fidelity including executing and managing grant deliverables, budget, reporting and evaluation. Oversees program staff and youth advisors. Facilitates the GCSAPP coalition.	\$16,833.60
Description	Total Monthly Fringe Costs	Number of Months	Total	Budget Description	
Prevention Program Coordinator	\$520.00	12.00	\$6,240.00	Hourly Fringe for the Prevention Program Coordinator = \$13 hr x 40 hr/mo = \$520	
GCSAPP Program Manager	\$360.00	12.00	\$4,320.00	Hourly fringe for the GCSAPP Program Manager = \$9 hr x 40 hr/mo = \$360	

## Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Budget Description	Total
Participant Incentive Cost	Cost per Unit	\$15.00	100.00	Incentives for community member's to complete the GCSAPP Community Survey. Only provided to those who complete in person with GCSAPP staff present. This will average about 20% of completed surveys.	\$1,500.00
GCSAPP Youth Coalition Social Norming Events	Cost per Unit	\$500.00	4.00	4 positive social norming events @ \$500 an event to cover the cost of materials, licensing fees, speaker fees, and space rentals	\$2,000.00
Phone Cost	Monthly Cost	\$35.00	12.00	Phone - \$35 month for 1 FTE	\$420.00
Computer Cost	Cost per Unit	\$3,000.00	1.00	computer cost for 1 FTE	\$3,000.00
Marketing and Social Media	Monthly Cost	\$375.00	12.00	Newspaper and social media ads to increased understating of community risk and protective factors including impaired driving, social hosting and positive social norming.	\$4,500.00
Rent	Monthly Cost	\$200.00	12.00	Office space rent	\$2,400.00
Copies	Monthly Cost	\$120.00	12.00	Copies and printing	\$1,440.00
Community Survey	Cost per Unit	\$1.00	1,500.00	Survey software and materials for the GCSAPP Community Survey	\$1,500.00
Driver's Ed/GDL Materials	Cost per Unit	\$250.00	9.00	Materials for drivers education courses including books, promotional materials, copies, etc.	\$2,250.00

The Cost per Mile cannot exceed the established State of Colorado rate for cost per mile [State Mileage Rate](#)

Description	Monthly Miles	Number of Months	Cost per Mile	Budget Description	Total
Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Budget Description	Total
Driver's Ed/GDL	130.00	9.00	\$40.00	Facilitate drivers education courses (8 week and weekend intensive courses), manage recruitment of youth, increase partnerships with the school district, and support with successful graduation.	\$46,800.00
Youth Advisor	10.00	10.00	\$25.00	Supports with data collection and analysis including focus groups and key informant interviews and engagement with stakeholders and community partners.	\$2,500.00

## Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Budget Description	Total
Lodging	2	\$450.00	\$150/night x 2 people x 3 nights = \$900	\$900.00
Mileage	2	\$147.50	.59 per mile x 1 RT to Gunnison to Denver @ 500 miles	\$295.00
Per diem	2	\$207.00	\$69 per diem x 3 days x 2 persons = \$414	\$414.00

Description	Number of Units	Cost Per Unit	Budget Description	Total
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Description	Indirect Rate	Budget Description	Subtotal Before Indirect Costs	Total
Indirect Rate	10.00%	Gunnison County has a 10% Indirect Rate	\$112,259.80	\$11,225.98

**EXHIBIT B, SAMPLE OPTION LETTER**

<b>State Agency</b> Department of Transportation	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Subrecipient</b> Insert Subrecipient's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Agreement Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Subaward Agreement Amount</b> Federal Funds Maximum Amount (%) \$0.00 Local Funds Local Match Amount (%) \$0.00 Agreement Total \$0.00	<b>Option Agreement Number</b> Insert CMS number or Other Contract Number of this Option <b>Agreement Performance Beginning Date</b> The later of the Effective Date or Month, Day, Year <b>Current Agreement Expiration Date</b> Month, Day, Year

1. **OPTIONS:**

- A. Option to extend for an Extension Term or End of Term Extension.
- B. Option to change the quantity of Goods under the Agreement.
- C. Option to change the quantity of Services under the Agreement.

2. **REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. **OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Department of Transportation</p> <p>Option Letter Effective Date: _____</p>
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## EXHIBIT C, FEDERAL PROVISIONS

### 1. APPLICABILITY OF PROVISIONS

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

### 2. DEFINITIONS

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
- 2.1.1. “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
- 2.1.1.1. Awards may be in the form of:
- 2.1.1.1.1. Grants;
- 2.1.1.1.2. Contracts;
- 2.1.1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 2.1.1.1.4. Loans;
- 2.1.1.1.5. Loan Guarantees;
- 2.1.1.1.6. Subsidies;
- 2.1.1.1.7. Insurance;
- 2.1.1.1.8. Food commodities;
- 2.1.1.1.9. Direct appropriations;
- 2.1.1.1.10. Assessed and voluntary contributions; and
- 2.1.2.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 2.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 2.1.1.2. Award *does not* include:
- 2.1.1.2.1. Technical assistance, which provides services in lieu of money;
- 2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 2.1.1.2.3. Any award classified for security purposes; or
- 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.2. “Contract” means the Agreement or Subaward Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.3. “Contractor” means the party or parties to a Contract or Subaward Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes Subrecipients and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;

- 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
- 2.1.5.2. A foreign public entity;
- 2.1.5.3. A domestic or foreign non-profit organization;
- 2.1.5.4. A domestic or foreign for-profit organization; and
- 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Sub award to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subrecipient. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “Subrecipient Parent DUNS Number” means the sub recipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the sub recipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
  - 2.1.17.1. Salary and bonus;
  - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
  - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;

- 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

### **3. COMPLIANCE**

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

### **4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS**

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s information.

### **5. TOTAL COMPENSATION**

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
- 5.1.2. In the preceding fiscal year, Contractor received:
- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub awards subject to the Transparency Act; and
- 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub awards subject to the Transparency Act; and
- 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

### **6. REPORTING**

- 6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in this Exhibit

are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract.

## 7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## 8. SUBRECIPIENT REPORTING REQUIREMENTS

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.
- 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Sub award was made:
- 8.1.1.1. Subrecipient DUNS Number;
- 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
- 8.1.1.3. Subrecipient Parent DUNS Number;
- 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
- 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Agreement, the following data elements:
- 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
- 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## 9. PROCUREMENT STANDARDS

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Sub recipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

## 11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

## 12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

- 12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.
- 12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.1.1. During the performance of this contract, the contractor agrees as follows:
- 12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants

for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subawards of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

### 13. CERTIFICATIONS

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed, or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

### 14. EXEMPTIONS

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

### 15. EVENT OF DEFAULT

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

## EXHIBIT D, ADDITIONAL PROGRAM REQUIREMENTS

### Certifications and Assurances

It is hereby understood that this Application and the attachments hereto, when approved and signed by all concerned parties, as indicated shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this Application and attachments, taken as a whole. This agreement is based on CDOT procedures and Federal guidelines found in 2 CFR 1201, 2 CFR Chapter I, Chapter II, XII, Part 200 in order to standardize and simplify federal grants. The signature below of an authorized representative of the applicant agency certifies and ensures that all the following conditions will be met.

- 1) Reports – The Contractor shall submit quarterly reports, a final report at the end of the project, and special reports, if any, as outlined in the Project Agreement. Please read Part 5, Reporting Requirements, following this section.
- 2) Copyrights, Publications, and Patents – Where activities supported by this project produce original copyright material, the Contractor may copyright such, but CDOT reserves nonexclusive and irrevocable license to reproduce, publish, and use such materials and to authorize others to do so. The Contractor may publish, at its own expense, the results of project activities without prior review by CDOT, provided that any publications (written, visual or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and CDOT. Any discovery or invention derived from work performed under this project shall be referred to CDOT, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other action required to protect the public interest.
- 3) Termination – This project agreement may be terminated or fund payments discontinued or reduced by CDOT at any time upon written notice to the Contractor due to non-availability of funds, failure of the Contractor to accomplish any of the terms herein, or from any change in the scope or timing of the project.
- 4) Fiscal Records – Contractor will maintain complete and detailed accounting records of all costs incurred on this project, including documentation of all purchases of supplies, equipment, and services; travel expenses; payrolls; and time records of any person employed part-time on this project. Federal, State or CDOT auditors shall have access to any records of the Contractor. These records shall be retained for three years after the final audit is completed or longer, if necessary, until all questions are resolved.
- 5) Funding – The Contractor will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the project agreement. Reimbursement will be made periodically by CDOT based on approved requests for reimbursement. If matching funds are required, the Contractor will expend them from nonfederal sources, which must be spent no later than 30 days following the completion of the project.
- 6) Cost Principles and Grant Management – The eligibility of costs incurred, and the management of this project shall be determined in accordance with 2 CFR Chapter I Chapter II Part 200 and for state and local agencies and educational institutions, and 2 CFR, Part 230 for nonprofit entities.
- 7) Obligation Funds – Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.
- 8) Changes – The Contractor must obtain prior written approval from CDOT for major project changes, including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, project budget or transfer of funds from one category in the budget to another. The period of performance of the project, however, cannot be changed.
- 9) Program Income – CDOT safety programs encourage Contractors to earn income to help defray program costs, but there are federal regulations that must be followed. Program income is defined as gross income received by the State and/or Contractor directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Income earned by the Contractor with respect to the conduct of the project (sale of publications, registration fees, service charges, donations for child safety seats, etc.) must be accounted and income applied to project purposes, used to reduce project costs, or be used to meet cost agency

matching requirements. The Contractor is responsible for reporting all program income according to federal and state requirements.

- 10) Purchases – Purchase of equipment or services must comply with state or local regulations. After the end of the project period, equipment should continue to be utilized for traffic safety purposes and cannot be disposed of without written approval of CDOT. The Contractor shall make and maintain an inventory of equipment to include descriptions, serial numbers, locations, costs or other identifying information, and submit a copy to CDOT.
- 11) Third Party Participants – No contracts or agreements may be entered into by the Contractor related to this project which are not incorporated into the project agreement and approved in advance by CDOT. The Contractor will retain ultimate control and responsibility for the project. CDOT shall be provided with a copy of all contracts and agreements entered into by Contractors. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be provided to CDOT.
- 12) Participation by Disadvantaged Business Enterprises – The contractor agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.
- 13) Non-Discrimination – In the performance of this agreement the Contractor, by its signature below, certifies and assures that it shall comply with all Federal statutes and implementing regulations relating to nondiscrimination. (These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to the application. The Contractor shall not discriminate on the basis of race, color, national origin, sex, religion, age, creed, Vietnam Era and Disabled Veterans status or sensory, mental or physical handicap in the provision of any terms and conditions of employment or the provision of service or benefits otherwise afforded and will take the affirmative action necessary to accomplish the objects of the above referenced laws.
- 14) Political Activities – In accordance with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) no funds, materials, equipment, or services provided in this project agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or to pay any person to influence or attempt to influence an officer or employee of congress, or an employee of a member of congress, an officer or employee of congress in connection with the awarding of any federal loan or the entering in of any cooperative agreements.
- 15) Single Audit –All Non-Federal entities that expend \$750,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, 2 CFR 200 Chapter I, Chapter II - Sub Part F, the OMB Circular Compliance Supplement and Government Auditing Standards. A single audit is intended to provide a cost-effective audit for non-Federal entities in that one audit is conducted in lieu of multiple audits of individual programs. Nonfederal entities include States, Local Governments, and Non-

Profit Organizations. The term non-profit organization includes non-profit institutions of higher education and hospitals.

- 16) Safety Belt Policy – No funds, materials, property, or services will be provided to any political subdivision that does not have a current and actively enforced policy requiring the use of seat belts.
- 17) Drug Free Workplace – In accordance with the Anti-Drug Act of 1988 (41 USC 702-707) and Drug-Free Workplace (42 USC 12644), CDOT has the responsibility to ensure that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employees, grantees, and/or sub-grantee of the Contractor and/or any such activity is prohibited in the Contractor’s workplace.
- 18) Colorado Standard Field Sobriety Testing – All law enforcement officers who are performing impaired driving enforcement activities with funding from CDOT must be in compliance with the current Colorado Standards for Field Sobriety Testing Standards.
- 19) Debarment and Suspension - The applicant certifies, by signature below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 20) Restriction on State Lobbying - None of the funds under this program shall be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect e.g., “grassroots” lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- 21) Certification Regarding Federal Lobbying - The undersigned certifies, to the best of his or her knowledge and belief, that:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 22) Federal Funding Accountability and Transparency Act – The State is required to report for each sub-grant awarded as shown below. Contractor agrees to provide the information below upon request for reporting purposes.
  - Name of the entity receiving the award;
  - Amount of the award;
  - Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;

- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
  - A unique identifier (DUNS);
  - The names and total compensation of the five most highly compensated officers of the entity if-- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;
- (i) the entity in the preceding fiscal year received—
- (I) 80 percent or more of its annual gross revenues in Federal awards; and
  - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
- (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- 23) System For Award Management (SAM) and Universal Identifier Requirements – Requires that the contractor be registered in the SAM.Gov prior to submitting an application or plan; and maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency.
- 24) Buy American Act - Citation: Public Law 112-141/MAP-21 requires that states comply with the Buy America Act. The undersigned certifies, to the best of his or her knowledge and belief, that: No federal highway grant funds under 23 U.S.C. Chapter 4 will be used to purchase products, unless they are produced in the United States. This prohibition applies to steel, iron, and all manufactured products, unless the Secretary of Transportation has determined that it is appropriate to waive the Buy America Act requirement. There is a threshold of single purchase costing less than \$5,000 that is exempt from the need for a waiver. The Secretary of Transportation may waive the Buy America Act requirement if: 1) the requirements would be inconsistent with the Public Interest 2) the products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality and 3) use of the products produced in the United States would increase the overall cost of the project by more than 25 percent.

**Reporting Frequency:** The Office of Transportation Safety HSO requires three types of reports in conjunction with highway safety projects:

1. Quarterly reports during the life of a project;
2. A final report at the conclusion of a project. This is to include training and consultant reports, if applicable;
3. Annual Report Template (to be provided by CDOT)

These reports keep the HSO informed of a project's progress, explain any difficulties encountered, provide a background of information that can be passed on to others, suggest ways in which CDOT can assist with the project and aid in distribution of funds.

**Quarterly Reports:** These are to be submitted quarterly and are due within twenty (20) calendar days after the end of the reporting calendar quarter as follows:

First Quarter:	1 October – 31 December	Report due January 20
Second Quarter:	1 January – 31 March	Report due April 20
Third Quarter:	1 April – 30 June	Report due July 20

If there is no activity during the reporting period, submit a report indicating so. Any original or innovative ideas or methods employed in your project should be incorporated into your reports.

**Fourth and Final Report:** The fourth quarter and final report can be combined. These are to be submitted within 45 days of contract completion, which is no later than November 15. Final reports are to be detailed and must describe whether the project objectives were accomplished, if technical and fiscal problems were encountered, and what improvements in traffic safety have resulted or probably will result. Included in final reports will be copies of publications, training reports and any statistical data generated in project execution. These final reports should discuss the following:

1. Accomplishments compared to the original project objectives;
2. Were all activities of the project completed as scheduled? Include dates and milestones when studies were completed; equipment acquired, installed and operated;
3. Any unanticipated proceedings that affected the project;
4. Funding and costs for completion of the project in relationship to original estimates; and
5. Third party performance if applicable. A copy of any consultant reports should be included with the final report.

**Annual Report Template:** An Annual Report template will be provided to the contractor in late October. The contractor is responsible for providing the requested information and submitting back to HSO. The templates are then used to form the basis of the OTS's HSO Annual Report.

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

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**Agenda Item:** Subscription Agreement; Lexis Nexis; County Attorn

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Lexis Nexis legal research renewal subscription agreement for the County Attorney's office.

**Fiscal Impact:** \$4,464

**Submitted by:** Donita Bishop

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 8/28/2024

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 8/29/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/29/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/3/2024

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**AMENDMENT  
LEXIS®/LEXIS®+/LEXIS®+AI FOR  
STATE/LOCAL GOVERNMENT  
(EXISTING SUBSCRIBER VERSION - TERM)**

<b>"Subscriber" Name: Gunnison County Attorneys Office</b>
<b>Account Number: 4256BNVNQ</b>
<b>"LN": LexisNexis, a division of RELX Inc.</b>

**1. Amendment**

This Amendment ("Amendment") amends and supplements the terms of the Lexis+ Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

**2. Certification**

2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

<b>Number of Government Professional Users:</b>	<b>3</b>
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2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4. If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (a) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (b) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

**3. Lexis+ Product and Charges**

3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The term of Subscriber's commitment for the Lexis+ product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

<b>Lexis+ Content &amp; Features</b>		
<b>Product</b>	<b>SKU Number</b>	<b>Number of Users</b>
City and County Attorney Premium Library	1011966	3
Lexis+™ Practical Guidance - State & Local Government	1534660	3
CO National Government Package	1537031	3



**AMENDMENT  
LEXIS®/LEXIS®+/LEXIS®+AI FOR  
STATE/LOCAL GOVERNMENT  
(EXISTING SUBSCRIBER VERSION - TERM)**


3.2. In exchange for access to the Lexis+ Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the “Monthly Commitment”) during the periods set forth below.

Committed Term	Monthly Commitment
1/1/2025 - 12/31/2025	\$372

3.3. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge (“Out of Plan Materials”). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User’s search.

**To have Out of Plan Materials available for your Authorized Users, initial here** \_\_\_\_\_  
(Initial)

3.4. Use of Lexis+ under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.5. LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

**4. Closed Offer**

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before \_\_\_\_\_.

**5. Confidential Information**

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

**6. Support and Training**

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber’s Authorized User’s use of materials and training under this Amendment.



**AMENDMENT  
LEXIS®/LEXIS®+/LEXIS®+AI FOR  
STATE/LOCAL GOVERNMENT  
(EXISTING SUBSCRIBER VERSION - TERM)**

**7. Miscellaneous**

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis+ or by signing below.

**LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.**

**AGREED TO AND ACCEPTED BY:**

<b>Subscriber: Gunnison County Attorneys Office</b>
[MUST BE COMPLETED BY SUBSCRIBER]
<b>Authorized Subscriber Signature:</b> _____
<b>Printed Name:</b> _____
<b>Job Title:</b> _____
<b>Date:</b> _____

**LexisNexis, a division of RELX Inc.**

[COMPLETED BY LEXISNEXIS]

<b>Authorized Signature:</b> _____
<b>Name:</b> _____
<b>Job Title:</b> _____
<b>Date:</b> _____



**AMENDMENT**  
**LEXIS®/LEXIS®+/LEXIS®+AI FOR**  
**STATE/LOCAL GOVERNMENT**  
(EXISTING SUBSCRIBER VERSION - TERM)

Customer Information (please print or type)			
Organization Name (full legal name)		Gunnison County Attorneys Office	
Billing Frequency		<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Tax Exempt (if yes please provide exemption certificate)		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
New Invoice Contact Person	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	First & Last Name	Email Address
PO Required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	PO #	
MSA # if applicable			



<b>"Subscriber" Name: Gunnison County Attorneys Office</b>
<b>Account Number:</b>
<b>"LN": LexisNexis, a division of RELX Inc.</b>

**1. Subscription Agreement**

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis+® and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

**2. Certification**

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

<b>Number of Government Professional Users:</b>	<b>3</b>
---	----------

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID's may be issued to support staff for each Government Professional User accounted for above.

<b>Number of Support Staff Users:</b>	<b>2</b>
---------------------------------------	----------

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

**3. Lexis+ Product and Charges**

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The term of Subscriber's commitment for the Lexis+ product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Subscriber may not terminate this Agreement for convenience under General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.



**LEXIS+® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT  
(NEW SUBSCRIBER VERSION)**

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features		
Product	SKU Number	Number of Users
CO National Government Package	1537031	3
Lexis+™ Practical Guidance - State & Local Government	1534660	3
City and County Attorney Premium Library	1011966	3

3.2 In exchange for access to the Lexis+ Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
12/1/23 - 12/31/23	\$0
1/1/24 - 12/31/24	\$338

3.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here \_\_\_\_\_  
(Initial)

3.4 Use of Lexis+ under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.5 LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

**4. Closed Offer**

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before \_\_\_\_\_.

**5. Confidential Information**

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

**6. Support and Training**



**LEXIS+® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT  
(NEW SUBSCRIBER VERSION)**

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

**7. Miscellaneous**

7.1 This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis+ or by signing below.

7.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

**LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.**

**AGREED TO AND ACCEPTED BY:**

<b>Subscriber: Gunnison County Attorneys Office</b>
[MUST BE COMPLETED BY SUBSCRIBER]
<b>Authorized Subscriber Signature:</b> 
<b>Printed Name:</b> <u>Jonathan Huck</u>
<b>Job Title:</b> <u>BOCC Chairperson</u>
<b>Date:</b> <u>12/19/2023</u>

**LexisNexis, a division of RELX Inc.**

[COMPLETED BY LEXISNEXIS]

<b>Authorized Signature:</b>	_____
<b>Name:</b>	_____
<b>Job Title:</b>	_____
<b>Date:</b>	_____





**LEXIS+® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT  
(NEW SUBSCRIBER VERSION)**

**Name** **Telephone**

---

**Super Admin:** \_\_\_\_\_

**Email** **IP Address**

---

<b>CUSTOMER ID INFORMATION (Please type or print)</b>			
<b>ID HOLDERS' NAMES (additional sheet attached <input type="checkbox"/>)</b>	<b>ID HOLDERS' TITLES/POSITIONS</b>	<b>ID HOLDERS' EMAIL ADDRESSES</b>	<b>LOCATION/ADDRESS</b>
Matthew Hoyt	County Attorney	mhoyt@gunnisoncounty.org	200 E Virginia Ave Gunnison, CO 81230
Errol Davis	Support	edavis@gunnisoncount y.org'	200 E Virginia Ave Gunnison, CO 81230
Sammy Obaid	Assistant County Attorney	sobaid@gunnisoncount y.org	200 E Virginia Ave Gunnison, CO 81230
Donita Bishop	Support	dbishop@gunnisoncoun ty.org	200 E Virginia Ave Gunnison, CO 81230
Alex San Filippo-Rosser	Deputy County Attorney	asanfilippo- rosser@gunnisoncounty.org	200 E Virginia Ave Gunnison, CO 81230

DR 0180-02/99  
COLORADO DEPARTMENT OF REVENUE  
DENVER CO 80261-0013

CERTIFICATE OF EXEMPTION FOR COLORADO STATE SALES/USE TAX ONLY

**THIS LICENSE IS  
NOT TRANSFERABLE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION	ISSUE DATE
98-02498-0000	40 027 N 010180	SEP 22 2000

200 E VIRGINIA AV GUNNISON CO

COUNTY OF GUNNISON  
GUNNISON COUNTY  
200 E VIRGINIA AV  
GUNNISON CO 81230-2297



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

**Agenda Item:** Grant Application; WCPHP Behavioral Health Landsca

**Action Requested:** Other Approval of Grant Application

**Parties to the Agreement:** CDPHE OPHP

**Term Begins:** Oct 1 2024

**Term Ends:**

**Grant Contract #:**

**Summary:**

HHS wishes to apply for continuation funding from CDPHE through their OPHP PBG funding. This funding is for the West Central Public Health Partnership to implement Public Health Improvement Plan.

**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: 8/29/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 8/29/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/29/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\Hperry

Discharge Date: 8/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/3/2024



**COLORADO**  
 Department of Public Health & Environment

Please download this budget as an Excel file to complete it. Upload the completed budget to the Application Goog

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

**OPHP Budget Template - PRELIMINARY 12 Month Budget**

<b>Contractor Name</b>	Gunnison County Health and Human Services
<b>Budget Period</b>	<b>October 1, 2024 to September 30, 2025</b>
<b>Project Name</b>	WCPHP Behavioral Health Landscape Analysis and Public Health Capacity Assessment

<b>Program Contact Name, Title, Phone and Email</b>	Erika Stoerke Services Sup Coordinatc estoerke@g
<b>Fiscal Contact Name, Title, Phone and Email</b>	Jody Wise, Ac 7679, jwise@

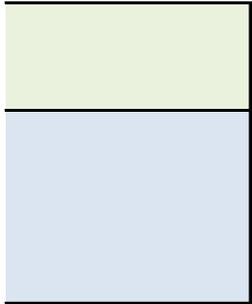
**Expenditure Categories**

**Personal Services  
 Salaried Employees**

List all salaried personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.) must be included.

**le Form.**

el, Regional Health ervisor, WCPHP Co- or, 970-641-7695, <a href="http://gunnisoncounty.org">gunnisoncounty.org</a>
ccountant, 970-641- gunnisoncounty.org



Position Title	Description of Work	Annual Salary	Fringe	Percent of

**Personal Services  
Hourly Employees**

List all hourly personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.) must be included.

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project
Community Health	Coordinates the WCPHP meetings, including Public Health Improvement	\$52.93	\$19.00	322
Regional Health Services	Coordinates the WCPHP meetings, including Public Health Improvement	\$39.62	\$7.00	416

**Total Personal Services  
(including fringe benefits)**

**Supplies & Operating Expenses**

Include list of all allowable operating expenses. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted. If rent is claimed as direct cost, provide a narrative justification which describes the prescribed policy including the effective date of the policy.

Requested from
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
<b>Total Amount Requested from CDPHE</b>
\$23,161.46
\$19,393.92
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
<b>\$42,555.38</b>

Item	Description of Item	Rate	Quantity
Computer Costs	Gunnison County charges estimated at \$3,500/year for a laptop. FTE is .36 , requesting	\$125.00	12
			<b>Total Supplies &amp; Operating Expenses</b>

Requested from
\$1,500.00
\$0.00
\$0.00
\$0.00
\$0.00
<b>\$1,500.00</b>

<b>Travel</b>			
Include all travel and indicate whether in-state or out-of-state. Include costs for attendance of any mandatory meetings. Include appropriate per diem, mileage or airfare rates or include link to current approved rates.			
<b>Item</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>
Registration	Public Health in the Rockies or other CHAPS related professional development	\$100.00	3
Lodging	1 night lodging x 3, with shared costs across grants.	\$67.00	3
Mileage	1 trip to Keystone and regional travel to partnership meetings	\$0.67	500
Per Diem	Per Diem food for travel with shared costs across grants.	\$69.00	3
			<b>Total Travel</b>
<b>Contractual</b>			
Include all subcontracts planned to complete the proposed work. This includes, but not limited to, consulting and personal services subcontracts. Restrictions outline in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables.			
<b>Subcontractor Name</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>
Danielle Beamer	Behavioral Health Training for Local Public Health Staff	\$350.00	1

<b>Requested from</b>
\$300.00
\$201.00
\$335.00
\$207.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
<b>\$1,043.00</b>
<b>Requested from</b>
\$350.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

<b>Total Contractual</b>	
<b>SUB-TOTAL BEFORE INDIRECT</b>	
<b>Indirect</b>	
No budget justification is required for the indirect rates. Check with your LPHA's financial officer for negotiated indirect rate.	
<b>Item</b>	<b>Description of Item</b>
Federally-negotiated indirect cost rate	
CDPHE-approved indirect cost rate	
De minimis indirect cost rate	<b>10% de minimus</b>
<b>Total Indirect</b>	
<b>TOTAL</b>	

\$350.00
\$45,448.38
<b>Total Amount Requested from</b>
\$40.00
\$4,544.84
\$4,551.84
\$50,000.00





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

**Agenda Item:** Contract Amendment; Samsara Inc; Public Works; 8/5

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This is a contract amendment to add 15 additional telematics units and extend the contract term. We currently have 15 units and are extending to 30.

**Fiscal Impact:**

**Submitted by:** MARTIN SCHMIDT

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 8/28/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 8/29/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/29/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/3/2024



Samsara Inc  
1 De Haro Street  
San Francisco, CA 94107  
www.samsara.com

**QUOTE #Q-1492375**

**Issued 08-05-2024**

**Expires 08-15-2024**

**Prepared For:**  
Gunnison County  
195 Basin Park Drive  
Gunnison, Colorado  
81230

**Prepared By:**  
Audrey Nelch  
audrey.nelch@samsara.com

**Quote Summary**

**Subtotal**

---

Hardware and Accessories USD \$0.00

---

Licenses  
License Term – 22  
Months

---

Shipping and Handling USD \$47.00

---

Upfront Hardware Sales Tax USD \$0.00

---

Annual License Sales Tax USD \$0.00

---

First Year Payment USD \$3,565.84

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**Payments Beginning Year  
Two** **USD \$2,932.40**

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If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.  
If Sales tax is "Pending" – Final amount will be provided prior to payment  
\*3% fee charged on non-ACH charges (Canada Exempt)  
\*Sales tax subject to change



Connected Operations™

Samsara Inc  
 1 De Haro Street  
 San Francisco, CA 94107  
 www.samsara.com

**SHIP TO Curtis Lupton**  
**195 Basin Park Dr**  
**Gunnison, Colorado, 81230-7241**  
**United States**

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG55 HW-VG55-NA	15	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable for Ram Promaster and similar CBL-VG-COBDII-Y2	11	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	4	\$0.00	\$0.00
		Hardware Due	USD\$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	15	\$234.59	\$3,518.84
		Annual License Due	USD \$3,518.84

## **Thank you for considering Samsara for your fleet.**

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

### **What is included?**

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

### **Payment Terms**

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

## License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software (“License Start Date”). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships.

Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each “Ship To” delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form (“Licensed Scope”). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your “Enterprise” license to a “Premier” license).

## Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at [www.samsara.com/support/hardware-warranty](http://www.samsara.com/support/hardware-warranty). Additional support information can be found at [www.samsara.com/support](http://www.samsara.com/support).



Connected Operations™

Samsara Inc  
1 De Haro Street  
San Francisco, CA 94107  
[www.samsara.com](http://www.samsara.com)

## Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.



Connected Operations™

Samsara Inc  
1 De Haro Street  
San Francisco, CA 94107  
www.samsara.com

### Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

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



Samsara Inc  
 1 De Haro Street  
 San Francisco, CA 94107  
 www.samsara.com

**QUOTE #Q-433475**

**Issued 06-05-2023**

**Expires 07-28-2023**

**Sourcewell Contract #: 020221-SAM**

**Prepared For:**  
 Gunnison County  
 195 Basin Park Drive  
 Gunnison, Colorado  
 81230

**Prepared By:**  
 Christian Houston Floyd  
 christian.houston@samsara.com

**Quote Summary**

**Subtotal**

Hardware and Accessories

\$0.00

**Licenses**

License Term – 36  
 Months

Shipping and Handling \$102.00

Upfront Hardware Sales Tax \$0.00

Annual License Sales Tax \$0.00

**First Year Payment \$3,621.00**

**Payments Beginning Year Two \$3,519.00**

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.  
 If Sales tax is "Pending" – Final amount will be provided prior to payment  
 \*3% fee charged on non-ACH charges (Canada Exempt)  
 \*Sales tax subject to change



Samsara Inc  
 1 De Haro Street  
 San Francisco, CA 94107  
 www.samsara.com

**SHIP TO**

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles HW-VG54-NAH	15	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	15	\$0.00	\$0.00
Panic Button (VG54) ACC-CPB	10	\$0.00	\$0.00
VG54 Aux Cable CBL-VG-CAUX	10	\$0.00	\$0.00
Hardware Due			\$0.00

**SHIP TO Curtis Lupton**  
**195 Basin Park Dr**  
**Gunnison, Colorado, 81230-7241**  
**United States**

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles HW-VG54-NAH	15	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	15	\$0.00	\$0.00
Panic Button (VG54) ACC-CPB	10	\$0.00	\$0.00
VG54 Aux Cable CBL-VG-CAUX	10	\$0.00	\$0.00
Hardware Due			\$0.00

Bundles	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	15	\$234.60	\$3,519.00



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Annual License Due	\$3,519.00
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1 De Haro Street  
San Francisco, CA 94107  
[www.samsara.com](http://www.samsara.com)

## **Thank you for considering Samsara for your fleet.**

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

### **What is included?**

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.



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1 De Haro Street  
San Francisco, CA 94107  
www.samsara.com

## Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually and, if applicable, a one-time Hardware cost to be paid upfront (Net-30). The annual fees are payable by recurring wire transfer. All transfers are subject to a 3% processing fee unless the wire transfer is initiated by Samsara via ACH, in which case the 3% processing fee will be waived. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 60 days, Samsara may suspend the Service until late payments are remitted.

## License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

## Support and Warranty

Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced pursuant to our Hardware Warranty & RMA policy at [www.samsara.com/support/hardware-warranty](http://www.samsara.com/support/hardware-warranty). Additional support information can be found at [www.samsara.com/support](http://www.samsara.com/support).

## Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at <https://www.samsara.com/terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the "Terms of Service"). You agree to be bound by the Terms of Service, and any capitalized terms not defined



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herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.



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 San Francisco, CA 94107  
 www.samsara.com

### Notification of Confidentiality

Except as legally required under applicable public records request laws, provided that you use reasonable efforts to provide Samsara with advance notice of any such disclosure, you agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein. Please confirm acceptance of this Order Form by signing below:

Signature

Curtis D Lupton Agent

Print Name:

Curtis D Lupton Agent

Date:

6/15/23

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

**Agenda Item:** Provider Agreement; REIJ School District; Juvenile

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

**Parties to the Agreement:** school district and Gunnison County

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

MOU for services in the school and \$50,000 payment to Juvenile Service

**Fiscal Impact:**

**Submitted by:** Kari Commerford

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 8/29/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 8/30/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/30/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\Hperry

Discharge Date: 8/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/3/2024

## PROVIDER AGREEMENT

This Provider Agreement ("Agreement") made effective the 15<sup>th</sup> of August, 2024 is by and between the RE1J School District ("District") whose address is 800 North Boulevard St., Gunnison, CO 81230 and the Board of County Commissioners of Gunnison County, of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 ("Provider") to benefit the Juvenile Services Department.

### RECITALS

"Provider" will deliver professional services that promote mental health including: Social Emotional curriculum delivery, skill-based groups, professional development for school staff, Wraparound services for youth involved in 2 or more systems, restorative practices facilitation, conferencing and training, and diversion services for youth to the Re1-J School District ("School").

### AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. TERM.

The term of this Agreement shall commence on the date first set forth above and shall be considered for renewal on June 30<sup>th</sup>, 2025.

2. SCOPE OF SERVICES.

"Provider" shall furnish all materials, supervision, supplies and equipment to complete the services as more specifically set forth on Exhibit A, attached hereto and incorporated herein by this reference. "Provider" will support the RE1-J school district by assisting the District in promoting Social Emotional Learning and mental health. All services shall be performed in a timely manner and in accordance with generally accepted standards for "Provider's" profession and all applicable federal, state and local laws and regulations affecting the services or the subject matter thereof. "Provider" acknowledges that this is a non-exclusive Agreement, and the District may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

3. COMPENSATION BONUS AND EXPENSES.

In exchange for "Provider's" performance of the services during the Term, the District shall pay "Provider" fees as follows: \$50,000 to be paid on or before December 30<sup>th</sup>, 2024.

4. INDEMNIFICATION

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

5. INSURANCE.

"Provider" agrees that at all times during the Term of this Agreement that "Provider" shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, "Provider" will provide insurance certificates to the District.

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by "Provider" during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent in an amount not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury Liability, and \$500,000 for Property Damage Liability.
- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than \$150,000 for any injury to one person in any single occurrence and in an amount no less than \$600,000 for any injury to two or more persons in any single occurrence.

6. ENTIRE AGREEMENT.

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

7. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- (c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by the Board of County Commissioners of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

8. ATTORNEYS FEES.

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

9. GOVERNING LAW.

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

10. IMMIGRATION COMPLIANCE CERTIFICATION.

- (a) "Provider" certifies that "Provider" does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- (b) "Provider" certifies that "Provider" has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- (c) "Provider" certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- (d) "Provider" agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.
- (e) "Provider" agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

11. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below to be effective as of the date first above written.

---

Chairperson, Board of County Commissioners

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Date Signed

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Attestation

Lesha Nutter  
District Superintendent

J. J. Mills  
Attestation

8.28.2024  
Date Signed

8-28-2024  
Date Signed

Attachment A:

### **\$25,000 for Direct Services in the school through SEL Coordinators**

- Lead organization for 4 free youth mental wellness visits for all RE1-J school district youth 12-18 years old.
- Owning Up Curriculum delivery in CBCS 6<sup>th</sup> and 9<sup>th</sup> grade, GMS 6<sup>th</sup> GHS 9<sup>th</sup> grade
- Health Class co-teaching on applicable topics
- Guidance Class co-teaching on applicable topics
- Support student clubs, SOS, and youth
- Restorative Practices facilitation, conferencing and training

### **\$15,000 for FAST and Wraparound Services**

#### **FAST Review Team**

The partner agencies will refer youth early on to the multi-system Family Advocacy Support Team. Members include representatives from the Gunnison County Department of Human Services, Gunnison Watershed School District, 7<sup>th</sup> Judicial District Probation, The Center for Mental Health, Gunnison Valley Mentors, Project Hope, City of Gunnison Police Department, Gunnison County Juvenile Services, and an Educational Attendance Advocate for purposes of assessment, access to service and planning. Members meet weekly in order to staff cases to determine what level of care the youth and family will be served by (ISST, HFW or Cross over) and helps to make suggestions on additional services. Services and supports are designed to promote family wellbeing in the least restrictive and least intrusive manner possible implemented through the three-tiered service delivery model and with the family. Target population is youth and families (0-21). When the FAST review team determines staffing for each case, coordinated care will be supported through Individualized Service and Support Team ("ISST"), High Fidelity Wraparound, family engagement meetings or the Crossover Youth Practice Model. Service planning and provision shall be strengths based, family focused and well-coordinated. The Team will work to avoid duplication of services, establish a realistic individualized support plan and assure provider follow through.

The focus of the initiative includes:

- Early identification of youth and families needing assistance
- Accessible and individualized service
- A 2 Generational model that works within a family systems approach.
- Monitoring and follow through
- Aftercare follow up
- Program evaluation

These services are linked to the following performance measure: Children and youth with improved school attendance rates, Children and youth with fewer disciplinary actions, and CMP children/youth who received a positive depression screening that receive a follow-up appointment within 7 days. FAST serve 10-15 youth and their families per. Year.

### **Juvenile Diversion \$10,000**

The goal of juvenile diversion is to help divert youth away from the court system and help with and systems restore harm and relationships through our restorative practice and trauma-informed lens. Through this multi-system approach Juvenile Services helps youth access mental health

services, gain resilience skills, increased opportunities for prosocial activities and support families and maintain low rates of recidivism of criminal offenses. All of our youth are screened for mental health services and 90% of them screen high for need for services and are able to access mental health services through this program. Funds will be used to continue to connect youth to mental health services and to increase the Early Intervention program manager's ability to use restorative practices with youth and serve youth at the school. This position will also work with the Education and Behavioral Interventionist to assist the school with youth and families who meet the criteria for suspension, truancy and to develop youth specific plans for returning to school or earning educational credits in a non-traditional way.

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

**Agenda Item:** 2025 Final Budget Approval Scheduling Discussion

**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

See memo for discussion outline

**Fiscal Impact:**

**Submitted by:** Perry Solheim

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: CM Report

Agenda Date: 9/3/2024

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**TO:** Matthew Birnie, County Manager & Board of County Commissioners  
**FROM:** Perry W Solheim, CFO  
**CC:**  
**DATE:** 9.4.24  
**RE:** 2025 Final Budget and Mill Levy Approval

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This memo is to receive feedback on 2025 Budget and Mill Levy approval scheduling. Currently the only BOCC regular meeting scheduled for December is on 12.17.24. This date is after the statutory deadline for budget and mill levy approval of December 15.

Typically, we hold the Budget Public Hearing the evening of the 1<sup>st</sup> Tuesday of December. This year, that date (12.3.24) conflicts with the CCI Winter Conference.

I propose we hold the Public Hearing the evening of Tuesday, December 10<sup>th</sup>. Then we can do a special meeting to approve the budget and set the mill levy sometime December 11, 12 or 13 (Friday the 13<sup>th</sup>....spooky).

Please discuss this potential hearing and approval schedule and then we can get official notices planned and inform other partners of our official deadlines for their final budgets (RTA and GVH).

Thank you,

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

**Agenda Item:** Grant Agreement; Valley Housing Fund; Whetstone Co

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Gunnison County and Valley Housing Fund

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Request signature of County Manager on grant contract with Valley Housing Fund. The grant awards \$100,000 to Whetstone Housing development

**Fiscal Impact:**

**Submitted by:** Cathie Pagano

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 8/29/2024

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 8/29/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/29/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: CM Report

Agenda Date: 9/3/2024



August 20, 2024

Cathie Pagano  
Assistant County Manager for Community & Economic Development  
221 N. Wisconsin St.  
Gunnison, CO 81230

Dear Cathie,

The Board of the Valley Housing Fund is pleased to approve a Partner Support Grant to Gunnison County in the amount of \$100,000 toward the Whetstone community housing development, pursuant to your grant proposal. If you will execute and return a signed copy of the enclosed grant agreement, we will be in a position to schedule payment.

Your grant will be transferred via ACH payment, which requires the following information:

- Bank name
- Bank routing number
- Bank account number
- Bank account type (ie checking/savings)
- Contact name and email address for the grantee

Contact our Executive Director, Lauren Koelliker at [lauren@vhfund.org](mailto:lauren@vhfund.org) or 970.901.9032 if you have any questions regarding your grant. We will announce your grant publicly once all parties have reviewed and signed the grant agreement.

We are honored to support this project and your efforts to improve the Gunnison Valley community, and we hope this grant will play a role in helping this project succeed.

Sincerely,

Scott Desmarais  
Valley Housing Fund Board of Directors  
Board President



August 20, 2024

Gunnison County  
221 N. Wisconsin St.  
Gunnison, CO 81230  
Attn: Cathie Pagano

On behalf of the Valley Housing Fund, I am pleased to announce that a Partner Support Grant in the amount of \$100,000 has been awarded to Gunnison County toward the Whetstone community housing development in Gunnison County, Colorado to help fill the cost inflation gap and help cover development expenses post-closing on the construction loans. By your acceptance of this letter, you agree to the following terms and conditions of the grant.

1. The grant is to be used exclusively for the project or purposes described in the above paragraph. Any part of the grant funds not so used, or otherwise used in violation of this agreement, must be returned promptly to the Valley Housing Fund. If ground is not broken and/or construction not commenced within three years, the grantee may request an extension of this grant funding, subject to the decision of the Board of Directors of the Valley Housing Fund. If no extension is requested or granted by the Valley Housing Fund after the three-year period, this grant funding must be returned to the Valley Housing Fund in its entirety.
2. Upon our receipt of a duly signed copy of this letter agreement and the required ACH information, the grant payment will be remitted to you (or a person or entity you designate) electronically on a date and time mutually agreed to by you and the Valley Housing Fund.
3. No part of the grant may be used (a) to carry on propaganda or otherwise attempt to influence legislation (within the meaning of section 4945(d)(1) of the Internal Revenue Code), or (b) to attempt to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the Internal Revenue Code).
4. Within one year of payment of the grant funds and each year thereafter until completion of the project, we will contact you to obtain a report from Gunnison County covering the manner in which all grant funds were spent and the progress made in accomplishing the purposes of the grant. You will also cause Gunnison County to furnish us with any other information we reasonably request.



5. We require that the Valley Housing Fund is listed as a partner, contributor, and/or supporter of this project in press releases, public outreach, or other appropriate channels. The VHF logo has been shared with Gunnison County for this purpose.
6. By accepting the grant, you affirm that, within your defined area of operation, your operating policies are inclusionary and non-discriminatory.
7. The grant is being made in reliance upon your business classification as in good standing in your state of registration and with the IRS. You will immediately inform us and cease expenditure of any grant funds upon any change or challenge to such status or classifications, or if you have any reason to believe you are no longer able to expend the grant funds as contemplated by this letter agreement and the Partner Support Request or otherwise achieve the purposes of the grant. In addition, you must immediately repay the full amount of the grant if it is later determined that any certification relating to your business was fraudulent.
8. This letter agreement will be governed by the laws of the State of Colorado. Your acceptance of the terms and conditions of the grant should be indicated below by signature the officers who are, under your bylaws and the law governing you, authorized to execute on your behalf. By signing this letter agreement, you are promising that you will notify future officer(s) of the terms and conditions of this grant. All signers of this letter agreement will receive an executed copy via DocuSign. We recommend downloading and retaining a copy of the executed letter for your files.

If you have any questions or concerns regarding the terms and conditions of the grant, either now or in the future, please contact us at 970.901.9032 or [info@vhfund.org](mailto:info@vhfund.org).

We are honored to contribute to this work that supports our local community.

Sincerely,

Scott Desmarais, Board President  
Valley Housing Fund Board of Directors



Accepted on behalf of VALLEY HOUSING FUND:

By: VALLEY HOUSING FUND,  
a Colorado nonprofit corporation

By: \_\_\_\_\_  
Scott Desmarais,  
Board President

Accepted on behalf of GUNNISON COUNTY:

By: GUNNISON COUNTY,  
a Colorado governing entity

By: \_\_\_\_\_  
Matthew Birnie  
County Manager

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

**Agenda Item:** Colorado Counties, Inc. Steering Committees Legislat

**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

County must appoint a County Commissioner to serve as this voter

**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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/3/2024

## CCI NEWS

### **CCI Legislative Committee Designated Voter Due Friday, September 27**

The CCI Legislative Committee will meet on Friday, October 4 at 9 a.m. to adopt the proposals that will become CCI legislative priorities in the upcoming session. This meeting is immediately followed by a membership meeting in which the full membership affirms the work of the Legislative Committee.

For this Legislative Committee meeting, the [CCI Bylaws](#) require that each county appoint one commissioner representative to serve and cast that county's vote; counties are also able to appoint an alternate. Unlike Steering Committee proxies, the voting member for the Legislative Committee, must be a county commissioner and cannot be an employee of the county.

[Please complete the designation of your county commissioner representative and return it](#) to Katie First at [kfirst@ccionline.org](mailto:kfirst@ccionline.org) no later than Friday, September 27.

Please don't hesitate to reach out to Katie First at [kfirst@ccionline.org](mailto:kfirst@ccionline.org) with any questions or concerns you may have.



## Legislative Committee Commissioner Designation Form

*Each Board of County Commissioners must designate a commissioner to serve on CCI's Legislative Committee to vote on the 2025 Legislative Priorities.*

### Declaration of Designee:

The BOCC appoints Commissioner \_\_\_\_\_ to serve  
*(First & Last Name)*

on CCI's Legislative Committee on behalf of \_\_\_\_\_ county.  
*(County Name)*

### Declaration of Alternate:

In the event our designee is no longer able to participate in this meeting; we designate

Commissioner \_\_\_\_\_ as alternate  
*(First & Last Name)*

### Certification by the BOCC Chair:

Signed: \_\_\_\_\_  
*Board Chair*

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

Please return or send questions to Katie First  
[Kfirst@ccionline.org](mailto:Kfirst@ccionline.org) | M: 614.774.6261  
**Due: Friday, September 27, 2024**

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

**Agenda Item:** June 2024 YTD Sales and LMD Taxes

**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Overall Sales and LMD taxes do not show a significant impact from the bridge closure. I suspect that some industries did worse, and some did better

**Fiscal Impact:** Yes

**Submitted by:** Perry Solheim

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 8/29/2024

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/3/2024



Gunnison County, Colorado  
Total Taxable Sales  
For the Year Ended 12/31/2024

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,333,426	17,796,748	18,151,279	15,478,567	18,973,287	23,413,482							112,146,789
Crested Butte	13,813,046	14,930,455	16,113,900	5,365,049	7,141,115	14,713,649							72,077,214
Mt. Crested Butte	7,828,497	9,476,570	8,877,375	1,740,035	2,445,582	3,652,649							34,020,708
Marble	123,756	56,991	83,491	40,812	218,209	466,588							989,847
Pitkin	89,194	50,628	59,135	115,088	84,932	290,488							689,465
Unincorporated	17,048,736	17,797,910	18,201,993	15,483,778	18,395,931	26,842,600							113,770,948
<b>TOTAL TAXABLE SALES</b>	<b>57,236,655</b>	<b>60,109,302</b>	<b>61,487,173</b>	<b>38,223,329</b>	<b>47,259,056</b>	<b>69,379,456</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>333,694,971</b>
<b>Computed 1% Sales Tax</b>	<b>572,366.55</b>	<b>601,093.02</b>	<b>614,871.73</b>	<b>382,233.29</b>	<b>472,590.56</b>	<b>693,794.56</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,336,950</b>
<b>% Incr(Decr) of 2024 over 2023</b>	<b>2.66%</b>	<b>2.83%</b>	<b>-6.31%</b>	<b>-2.06%</b>	<b>4.41%</b>	<b>8.19%</b>							



Gunnison County, Colorado  
Total Taxable Sales  
For the Year Ended 12/31/2023

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	17,862,988	18,321,543	19,691,239	16,061,087	18,892,531	24,906,638	28,787,334	30,054,958	23,838,013	20,402,752	18,155,631	20,581,787	257,556,501
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003	14,222,157	23,021,002	17,145,443	14,468,793	9,644,189	8,345,103	14,906,740	164,545,060
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104	3,475,304	8,054,444	4,954,151	3,394,676	2,339,764	2,237,863	6,985,254	65,082,524
Marble	131,754	67,728	87,331	79,408	243,675	386,138	639,387	421,545	584,264	329,568	72,912	92,606	3,136,316
Pitkin	55,308	42,949	45,531	65,200	94,704	339,388	592,807	306,519	273,533	123,238	230,205	71,707	2,241,089
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974	20,795,994	24,961,795	25,812,830	26,587,137	19,479,397	18,311,671	21,008,929	232,911,141
<b>TOTAL TAXABLE SALES</b>	<b>55,756,070</b>	<b>58,454,881</b>	<b>65,630,349</b>	<b>39,026,774</b>	<b>45,260,991</b>	<b>64,125,619</b>	<b>86,056,769</b>	<b>78,695,446</b>	<b>69,146,416</b>	<b>52,318,908</b>	<b>47,353,385</b>	<b>63,647,023</b>	<b>725,472,631</b>
<b>Computed 1% Sales Tax</b>	<b>557,560.70</b>	<b>584,548.81</b>	<b>656,303.49</b>	<b>390,267.74</b>	<b>452,609.91</b>	<b>641,256.19</b>	<b>860,567.69</b>	<b>786,954.46</b>	<b>691,464.16</b>	<b>523,189.08</b>	<b>473,533.85</b>	<b>636,470.23</b>	<b>7,254,726</b>
<b>% Incr(Decr) of 2023 over 2022</b>	<b>7.68%</b>	<b>9.17%</b>	<b>3.44%</b>	<b>-0.66%</b>	<b>1.04%</b>	<b>-5.60%</b>	<b>11.60%</b>	<b>4.70%</b>	<b>4.91%</b>	<b>2.39%</b>	<b>4.03%</b>	<b>2.47%</b>	<b>3.98%</b>



Gunnison County, Colorado  
Total Taxable Sales  
For the Year Ended 12/31/2022

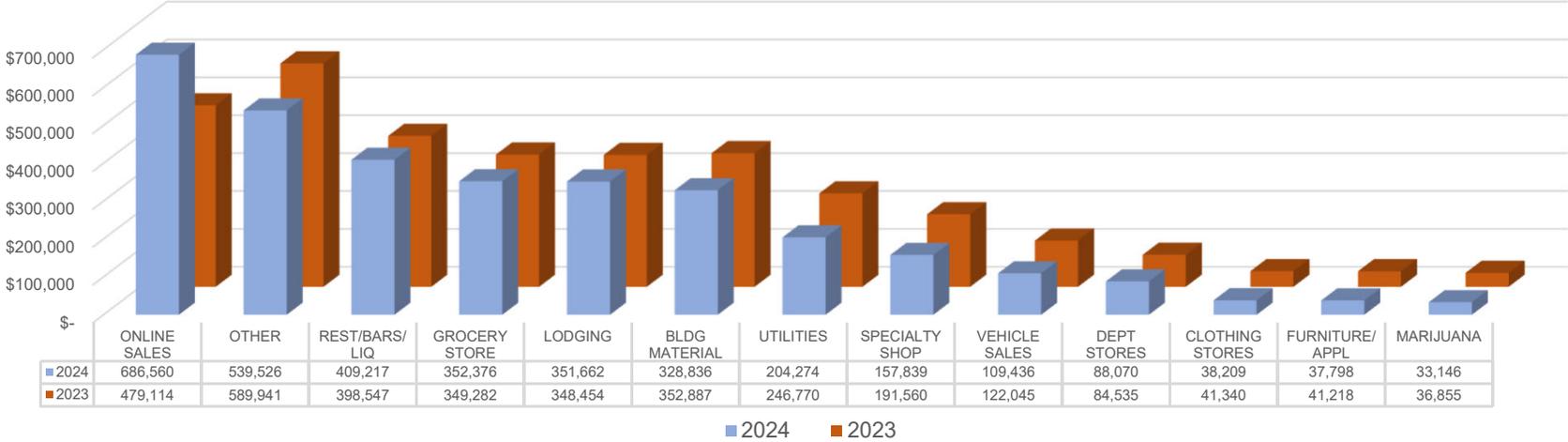
Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,967,548	18,062,071	20,438,936	17,890,614	20,669,031	25,796,768	28,196,350	31,629,842	24,126,432	20,457,915	18,124,629	20,960,481	265,320,617
Crested Butte	14,992,677	16,681,498	17,221,472	7,933,378	8,726,989	15,911,249	20,921,043	18,437,867	17,020,353	10,727,318	8,543,383	14,679,374	171,796,601
Mt. Crested Butte	6,535,099	8,287,717	12,249,117	2,144,364	1,548,296	4,216,835	6,653,868	4,611,501	4,234,447	2,374,698	2,875,744	8,304,071	64,035,757
Marble	102,381	141,319	148,498	113,763	262,147	534,477	468,330	450,330	565,280	390,700	121,001	223,421	3,521,647
Pitkin	16,078	57,347	54,260	93,995	64,328	160,633	481,740	328,952	236,439	48,859	58,230	35,113	1,635,974
Unincorporated	11,167,071	10,312,892	13,338,354	11,108,839	13,524,789	21,307,219	20,393,061	19,704,387	19,725,170	17,099,249	15,795,244	17,912,969	191,389,244
<b>TOTAL TAXABLE SALES</b>	<b>51,780,854</b>	<b>53,542,844</b>	<b>63,450,637</b>	<b>39,284,953</b>	<b>44,795,580</b>	<b>67,927,181</b>	<b>77,114,392</b>	<b>75,162,879</b>	<b>65,908,121</b>	<b>51,098,739</b>	<b>45,518,231</b>	<b>62,115,429</b>	<b>697,699,840</b>
<b>Computed 1% Sales Tax</b>	<b>517,808.54</b>	<b>535,428.44</b>	<b>634,506.37</b>	<b>392,849.53</b>	<b>447,955.80</b>	<b>679,271.81</b>	<b>771,143.92</b>	<b>751,628.79</b>	<b>659,081.21</b>	<b>510,987.39</b>	<b>455,182.31</b>	<b>621,154.29</b>	<b>6,976,998</b>
<b>% Incr(Decr) of 2022 over 2021</b>	<b>22.44%</b>	<b>16.01%</b>	<b>22.41%</b>	<b>10.51%</b>	<b>11.23%</b>	<b>12.32%</b>	<b>9.24%</b>	<b>20.70%</b>	<b>2.88%</b>	<b>8.58%</b>	<b>7.44%</b>	<b>11.76%</b>	<b>12.80%</b>



**GUNNISON COUNTY ONLY**  
**SALES TAX REVENUE COMPARISONS**

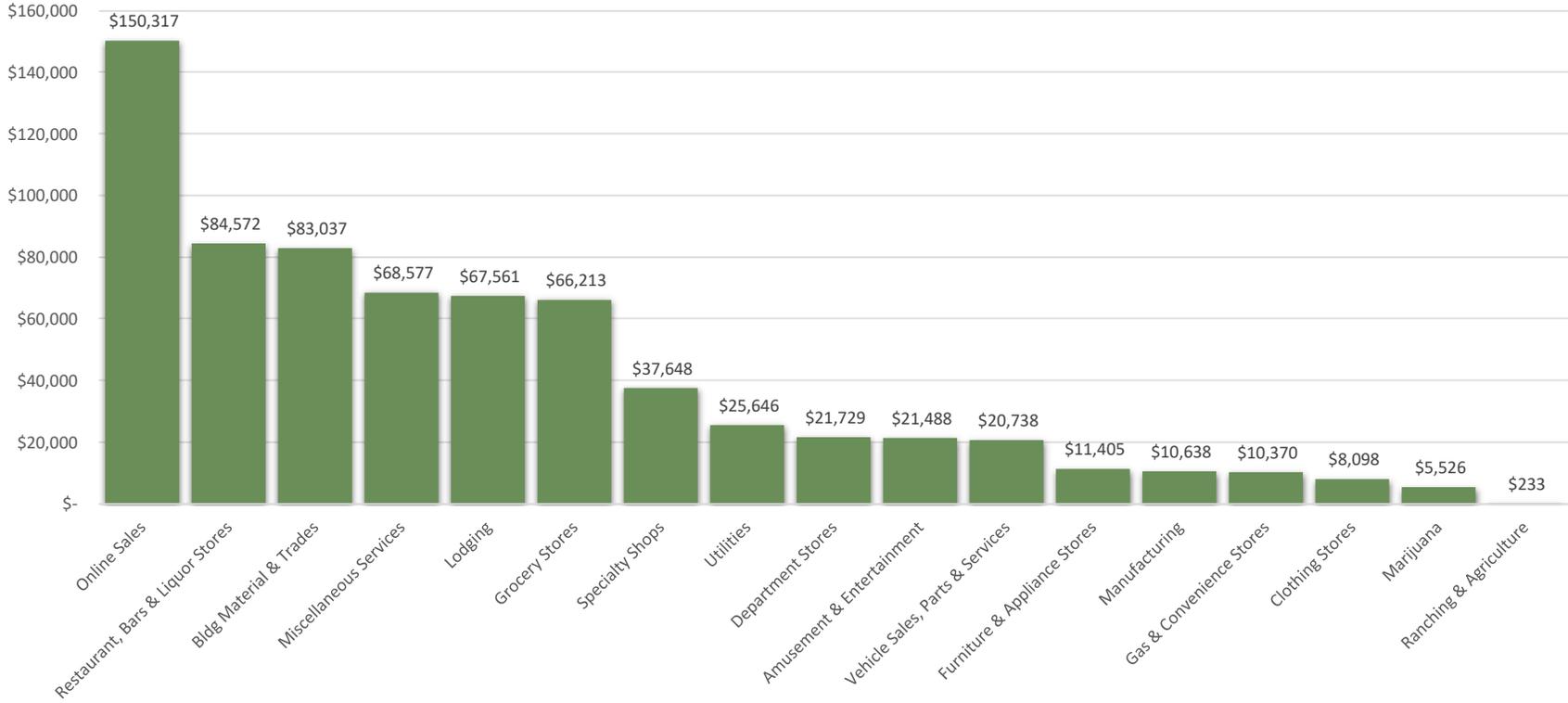
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted
2024	Current Month TOTAL															
	COUNTY REVENUE	\$ 345,783.95	\$ 363,893.06	\$ 372,802.83	\$ 242,892.53	\$ 302,631.94	\$ 455,467.28							\$ 2,083,471.60	\$ 2,083,471.60	\$ 4,207,000.00
	% Change over previous year (monthly)	6.42%	6.98%	-4.35%	0.37%	7.97%	13.88%								5.38%	49.52%
2023	Current Month TOTAL															
	COUNTY REVENUE	\$ 324,932.02	\$ 340,143.76	\$ 389,749.07	\$ 241,988.60	\$ 280,293.83	\$ 399,947.07	\$ 530,431.82	\$ 497,880.38	\$ 454,006.77	\$ 334,330.53	\$ 303,664.28	\$ 398,618.76	\$ 4,495,986.86	\$ 1,977,054.33	\$ 3,940,000.00
	% Change over previous year (monthly)	10.94%	14.37%	7.64%	5.16%	3.91%	-5.74%	13.91%	10.04%	11.74%	4.76%	6.66%	5.38%		5.36%	50.18%
2022	Current Month TOTAL															
	COUNTY REVENUE	\$ 292,877.63	\$ 297,416.68	\$ 362,082.96	\$ 230,106.96	\$ 269,739.85	\$ 424,310.00	\$ 465,675.27	\$ 452,474.33	\$ 406,304.46	\$ 319,127.94	\$ 284,705.38	\$ 378,279.99	\$ 4,183,101.45	\$ 1,876,534.08	\$ 3,406,600.00
	% Change over previous year (monthly)	25.29%	15.33%	24.83%	15.44%	15.78%	17.74%	13.57%	24.06%	9.13%	16.78%	13.59%	15.90%		19.19%	55.09%
2021	Current Month TOTAL															
	COUNTY REVENUE	\$ 233,764.43	\$ 257,877.27	\$ 290,061.24	\$ 199,331.52	\$ 232,967.59	\$ 360,365.64	\$ 410,033.18	\$ 364,717.53	\$ 372,329.35	\$ 273,280.66	\$ 250,647.04	\$ 326,388.65	\$ 3,571,764.10	\$ 1,574,367.69	\$ 3,406,600.00
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		35.52%	46.22%
2020	Current Month TOTAL															
	COUNTY REVENUE	\$ 211,645.49	\$ 216,060.62	\$ 168,955.20	\$ 143,088.55	\$ 170,460.34	\$ 251,543.96	\$ 335,046.12	\$ 304,308.97	\$ 325,464.58	\$ 238,366.46	\$ 205,331.59	\$ 299,015.41	\$ 2,869,287.29	\$ 1,161,754.16	\$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		13.38%	49.13%
2019	Current Month TOTAL															
	COUNTY REVENUE	\$ 170,067.96	\$ 166,941.31	\$ 175,741.46	\$ 132,172.13	\$ 142,697.59	\$ 237,026.29	\$ 315,888.42	\$ 272,815.87	\$ 247,730.77	\$ 201,759.56	\$ 179,763.86	\$ 260,373.24	\$ 2,502,978.46	\$ 1,024,646.74	\$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		7.55%	48.56%
2018	Current Month TOTAL															
	COUNTY REVENUE	\$ 158,998.15	\$ 147,877.26	\$ 168,534.55	\$ 120,215.15	\$ 143,035.31	\$ 214,044.30	\$ 282,456.83	\$ 233,447.74	\$ 276,580.27	\$ 159,001.17	\$ 125,310.95	\$ 194,759.60	\$ 2,224,261.28	\$ 952,704.72	\$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		11.12%	49.52%
2017	Current Month TOTAL															
	COUNTY REVENUE	\$ 139,392.05	\$ 147,046.94	\$ 175,494.85	\$ 96,225.07	\$ 115,278.76	\$ 183,923.35	\$ 225,051.99	\$ 239,240.43	\$ 200,934.31	\$ 141,366.34	\$ 116,835.75	\$ 182,355.98	\$ 1,963,145.82	\$ 857,361.02	\$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		2.05%	46.64%
2016	Current Month TOTAL															
	COUNTY REVENUE	\$ 125,157.30	\$ 162,978.56	\$ 157,480.34	\$ 104,370.28	\$ 109,392.20	\$ 180,729.23	\$ 236,844.80	\$ 228,536.23	\$ 188,023.92	\$ 120,347.56	\$ 95,627.52	\$ 172,116.30	\$ 1,881,604.24	\$ 840,107.91	\$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		11.09%	45.71%
2015	Current Month TOTAL															
	COUNTY REVENUE	\$ 126,678.67	\$ 125,794.53	\$ 150,379.22	\$ 85,651.79	\$ 102,663.54	\$ 165,070.67	\$ 230,768.25	\$ 195,967.70	\$ 196,937.46	\$ 113,087.50	\$ 100,454.29	\$ 165,122.68	\$ 1,758,576.30	\$ 756,238.42	\$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		10.16%	47.56%
2014	Current Month TOTAL															
	COUNTY REVENUE	\$ 111,193.82	\$ 111,264.35	\$ 135,936.02	\$ 79,959.58	\$ 99,519.75	\$ 148,591.26	\$ 217,271.71	\$ 182,557.86	\$ 181,452.74	\$ 107,834.56	\$ 96,183.39	\$ 151,915.60	\$ 1,623,680.64	\$ 686,464.78	\$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		4.68%	46.63%
2013	Current Month TOTAL															
	COUNTY REVENUE	\$ 110,323.53	\$ 106,514.20	\$ 130,684.01	\$ 75,428.71	\$ 91,528.08	\$ 141,300.06	\$ 202,862.92	\$ 166,649.18	\$ 147,508.85	\$ 108,616.50	\$ 90,259.56	\$ 138,427.93	\$ 1,510,103.53	\$ 655,778.59	\$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		2.92%	46.00%
2012	Current Month TOTAL															
	COUNTY REVENUE	\$ 92,940.69	\$ 110,678.57	\$ 116,280.84	\$ 77,835.01	\$ 94,048.48	\$ 145,374.41	\$ 181,344.11	\$ 141,276.47	\$ 132,636.58	\$ 96,095.54	\$ 88,302.36	\$ 131,131.54	\$ 1,407,944.60	\$ 637,158.00	\$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		8.21%	47.93%
2011	Current Month TOTAL															
	COUNTY REVENUE	\$ 98,483.50	\$ 99,062.88	\$ 119,211.37	\$ 71,571.55	\$ 81,077.59	\$ 119,386.11	\$ 177,639.68	\$ 157,047.23	\$ 131,749.00	\$ 91,514.44	\$ 85,637.00	\$ 141,760.78	\$ 1,374,141.13	\$ 588,793.00	\$ 1,314,611.00

2023/2024 YTD Industry Comparison  
as of July 2024



# Taxes By Industry

June 2024





Taxes by Industry and  
Jurisdiction  
June 2024

	ALMONT	CRESTED BUTTE	GUNNISON	MARBLE	MT. CRESTED BUTTE	OHIO CITY	PARLIN	PITKIN	POWDERHORN	REM OF CNTY	SOMERSET	TINCUP	Grand Total
Amusement & Entertainment	608.03	6,002.83	9,047.19	20.93	2,903.15	-	-	15.53	-	2,890.48	0.23	-	21,488.37
Bldg Material & Trades	129.87	24,793.72	41,679.75	94.44	1,166.43	8.65	-	79.86	-	13,791.25	1,292.63	-	83,036.60
Clothing Stores	0.81	5,816.18	1,960.61	1.41	319.04	-	-	2.31	-	(2.82)	-	-	8,097.54
Department Stores	-	-	21,729.13	-	-	-	-	-	-	-	-	-	21,729.13
Furniture & Appliance Stores	-	7,350.39	2,702.58	83.33	112.99	-	-	13.67	-	1,109.08	32.67	-	11,404.71
Grocery Stores	-	15,189.34	50,399.51	(0.10)	2.91	-	-	-	-	621.30	-	-	66,212.96
Lodging	4,648.87	10,227.61	12,443.53	893.18	20,100.82	13.75	-	741.87	1,690.13	16,724.83	76.34	-	67,560.93
Manufacturing	66.61	3,943.57	2,301.10	55.96	433.06	0.30	-	51.84	0.01	1,731.26	2,053.82	-	10,637.53
Marijuana	-	2,019.26	3,506.56	-	-	-	-	-	-	-	-	-	5,525.82
Miscellaneous Services	5,502.63	12,508.01	15,556.78	527.72	6,602.21	9.75	0.24	517.66	-	26,523.18	828.26	0.09	68,576.53
Online Sales	-	-	-	-	-	-	-	-	-	150,316.96	-	-	150,316.96
Ranching & Agriculture	-	174.22	53.13	-	-	-	-	-	-	5.22	-	-	232.57
Specialty Shops	13.37	9,422.68	14,244.33	97.18	228.78	1.97	-	148.96	-	12,045.71	1,445.32	-	37,648.30
Utilities	287.97	3,181.93	6,374.33	133.77	3,349.24	79.59	1.94	285.97	-	11,821.42	130.30	-	25,646.46
Vehicle Sales, Parts & Services	-	2,047.32	12,634.43	37.22	72.01	1.66	-	421.44	-	5,426.83	97.20	-	20,738.11
Restaurant, Bars & Liquor Stores	-	43,257.01	33,066.33	2,720.84	1,235.85	-	-	152.59	-	4,130.02	9.65	-	84,572.29
Gas & Convenience Stores	-	1,202.42	6,435.53	-	-	-	-	473.18	-	1,188.42	1,070.20	-	10,369.75
<b>Grand Total</b>	<b>11,258.16</b>	<b>147,136.49</b>	<b>234,134.82</b>	<b>4,665.88</b>	<b>36,526.49</b>	<b>115.67</b>	<b>2.18</b>	<b>2,904.88</b>	<b>1,690.14</b>	<b>248,323.14</b>	<b>7,036.62</b>	<b>0.09</b>	<b>693,794.56</b>



Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 935,823.57
<b>% Change over previous year (cumulative)</b>	15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%	11.68%	
	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Totals</b>	<b>Year to Date</b>
2017														
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 819,874.87
<b>% Change over previous year (cumulative)</b>	-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%	10.28%	
	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Totals</b>	<b>Year to Date</b>
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 771,055.84
<b>% Change over previous year (cumulative)</b>	48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%	14.85%	
	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Totals</b>	<b>Year to Date</b>
2015														
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	\$ 103,919.20	\$ 123,193.98	\$ 209,737.84	\$ 36,620.72	\$ 44,462.69	\$ 132,076.38	\$ 232,173.30	\$ 208,740.06	\$ 209,908.23	\$ 66,030.97	\$ 34,801.84	\$ 105,804.86	\$ 1,507,470.07	\$ 650,010.81
<b>% Change over previous year (cumulative)</b>	452.10%	608.71%	31.93%	39.95%	48.15%	17.49%	18.74%	20.42%	13.00%	13.44%	13.37%	8.87%	8.87%	

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

**Agenda Item:** Condominium Plat; LUC-24-00002; St. Andrews LLC

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

A request for approval of a plat for the condominium project Golf Villas at Skyland Filing No. 7.

**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:

Appears legally sufficient. ASFR 8.29.24

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 8/29/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/3/2024



COMMUNITY & ECONOMIC  
DEVELOPMENT

Rachael Blondy, Planner I

(970) 641-7932

rblondy@gunnisoncounty.org

www.GunnisonCounty.org

**To: Board of County Commissioners**

**RE: LUC-24-00002 | Condominium Plat | St. Andrews LLC**

**Memo Date: August 27, 2024**

**Meeting Date: September 3, 2024**

The Applicant, St. Andrews LLC, represented by David Leinsdorf, have submitted a request for approval of a plat for the condominiums project Golf Villas at Skyland Filing No. 7, as depicted in Exhibit A. The 2-unit building is located at 12 and 13 St. Andrews Circle, Crested Butte, CO 81224. [Parcel # 3257-060-01-052](#). The condominiums will be known as the Golf Villas at Skyland.

The units have been constructed pursuant to building permit BP-21-00276 issued on September 30, 2021. 12 and 13 Saint Andrews Circle each consist of 1298.8 square feet, for a total footprint of approximately 2,597.6 square feet combined. The units share a party wall and are residential in nature.

Staff reviewed the application, which complies with all applicable standards found in LUR Section 5-103 *Standards for Approval of Administrative Review Projects* and was found to comply with the standards of [Land Use Resolution](#) Section 5-104.K *Specifications for Condominium/Townhome Plats*.

Section 5-103:A STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS

1. COMPLY WITH APPLICABLE STANDARDS
2. COMPATIBILITY WITH COMMUNITY CHARACTER

The townhomes are compatible with the community character on St. Andrews Circle as all existing residences on the street are either condominiums or townhomes.

The Condominium Plat was reviewed by the County Attorney's Office on March 13<sup>th</sup>, 2024 for legal sufficiency.

Thank you,

Rachael Blondy

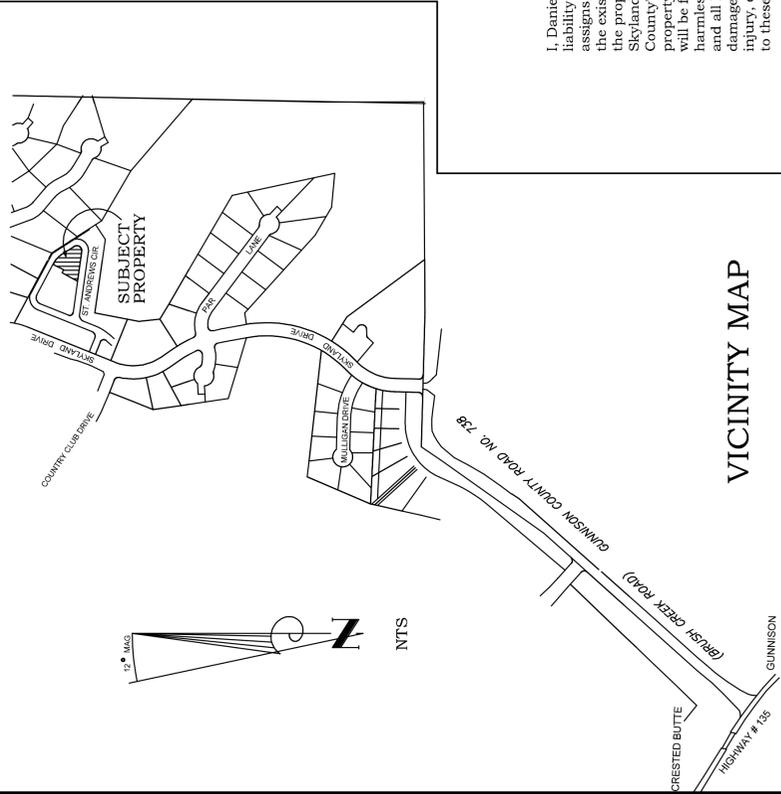
**Exhibits**

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-24-00002. Click on "Attachments".

- A. Condominium Plat

CONDOMINIUM MAP OF GOLF VILLAS AT SKYLAND - FILING NO. 7  
IN TRACT F, PARTIAL REPLAT OF MULTIFAMILY TRACT 4,  
SKYLAND INITIAL FILING, INTO TRACTS B THROUGH F,  
COUNTY OF GUNNISON, STATE OF COLORADO

SHEET 1 OF 2



WARNING AND DISCLAIMER OF WILDFIRE HAZARDS  
AFFECTING USE AND OCCUPANCY OF  
GOLF VILLAS AT SKYLAND  
FILING NO. 7

I, Daniel J. Murphy, Managing Member of St. Andrews LLC, a Colorado limited liability company, on behalf of St. Andrews LLC, and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of wildfire hazard areas that may affect the use and occupancy of the property at 12 and 13 St. Andrews Circle, also known as Golf Villas at Skyland, Filing No. 7, and any improvements thereto. I acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agrees to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability or expense.

By Daniel J. Murphy, Managing Member  
St. Andrews LLC, a Colorado limited  
liability company

STATE OF COLORADO )  
COUNTY OF GUNNISON ) ss.

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Daniel J. Murphy, Managing Member of St. Andrews LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

Notary Public

ATTORNEY'S OPINION

I, David Leinsdorf, an attorney duly licensed to practice in the State of Colorado, hereby certify that I have examined the title to all lands herein dedicated and subdivided. Such title is vested in St. Andrews LLC, a Colorado limited liability company, and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

- (a) Unpatented mining claims; (b) Reservations or exceptions in Patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water.
- 2023 property taxes and assessments not yet due or payable.
- Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent.
- Restrictive covenants contained in Declaration of Protective Covenants, Skyland Initial Filing recorded November 17, 1981 in Book 574 at page 141, as amended.
- Certification in Book 576 at page 164 and Supplemental Certification recorded August 2, 1983 in Book 595 at page 76.
- Tap Purchase Agreement recorded in Book 610 at page 349.
- Development Agreement recorded in Book 631 at page 625.
- Easement recorded in Book 652 at page 833.
- Infrastructure Capital Improvement Fee Resolution recorded in Book 652 at page 890 and Resolution recorded in Book 697 at page 782 and in Agreement recorded in Book 736 at page 283.

PLAT NOTES

1. CONFINEMENT OF DOMESTIC ANIMALS. Domestic animals must be controlled by kenneling, leash, fencing or other physical constraint. Any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible association or individual.
2. AWARENESS OF COLORADO "FENCE-OUT" REQUIREMENTS. A property owner is required to construct and maintain fencing in order to keep livestock off his/her property as per C.R.S. 35-46-101 et seq.
3. COMPLIANCE WITH BOARD OF COUNTY COMMISSIONERS' RESOLUTION. The property described on this Map is subject to all the requirements, terms and conditions of the Board of County Commissioners' Resolution No. \_\_\_\_\_, recorded at Reception No. \_\_\_\_\_ of the records of the Clerk & Recorder of Gunnison County.

LAND SURVEYOR'S STATEMENT

I, Kurt Olson, being a Licensed Professional Land Surveyor in the State of Colorado, states that this Condominium Map of GOLF VILLAS AT SKYLAND FILING NO. 7 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.

Basis of Bearing: is South 36 44' 34" East along the front face of the subject structure as shown on sheet 2 of 2.



Kurt Olson  
Colorado Registered Professional Land Surveyor No. 35576  
P. O. Box 1657  
Crested Butte, CO 81224-1657

DEDICATION

St. Andrews LLC, a Colorado limited liability company, being the owner of the land described as follows:

Tract F, according to the Partial Replat of Portions of Multifamily Tract 4, Skyland Initial Filing, into Tracts B through F, recorded April 26, 2016 under Reception No. 639080, County of Gunnison, State of Colorado,

Under the name of GOLF VILLAS AT SKYLAND - FILING NO. 7, has laid out, platted and/or subdivided the same as shown on this plat and does hereby permanently dedicate and convey to the owners of units, lots, tracts or parcels within this subdivision and their guests, but not to the public at large, the common right to use streets, alleys, roads and other areas as shown hereon and hereby permanently dedicates those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

The real property laid out as GOLF VILLAS AT SKYLAND - FILING NO. 7 is platted and dedicated pursuant to the terms and conditions of the Amendment to Condominium Declaration for Golf Villas at Skyland record April 26<sup>th</sup>, 2016 at Rec. No. 639079 of the official records of Gunnison County, Colorado, and the Seventh Supplement to Condominium Declaration for Golf Villas recorded at Rec. No. \_\_\_\_\_, 2023 at Rec. No. \_\_\_\_\_ of the official records of Gunnison County, Colorado.

In witness whereof, Daniel J. Murphy, Managing Member of St. Andrews LLC, a Colorado limited liability company, has subscribed his name this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023.

By Daniel J. Murphy, Managing Member  
St. Andrews LLC, a Colorado limited  
liability company

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023 by Daniel J. Murphy, Managing Member of St. Andrews LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

My address is: \_\_\_\_\_

Notary Public

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within Condominium Map of GOLF VILLAS AT SKYLAND - FILING NO. 7 is approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023 and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the unit owners and not by Gunnison County or any other public agency.

By Chairperson, Gunnison County  
Board of Commissioners

ATTEST:

Gunnison County Clerk and Recorder

GUNNISON COUNTY CLERK AND RECORDERS ACCEPTANCE

This Condominium Map was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023.

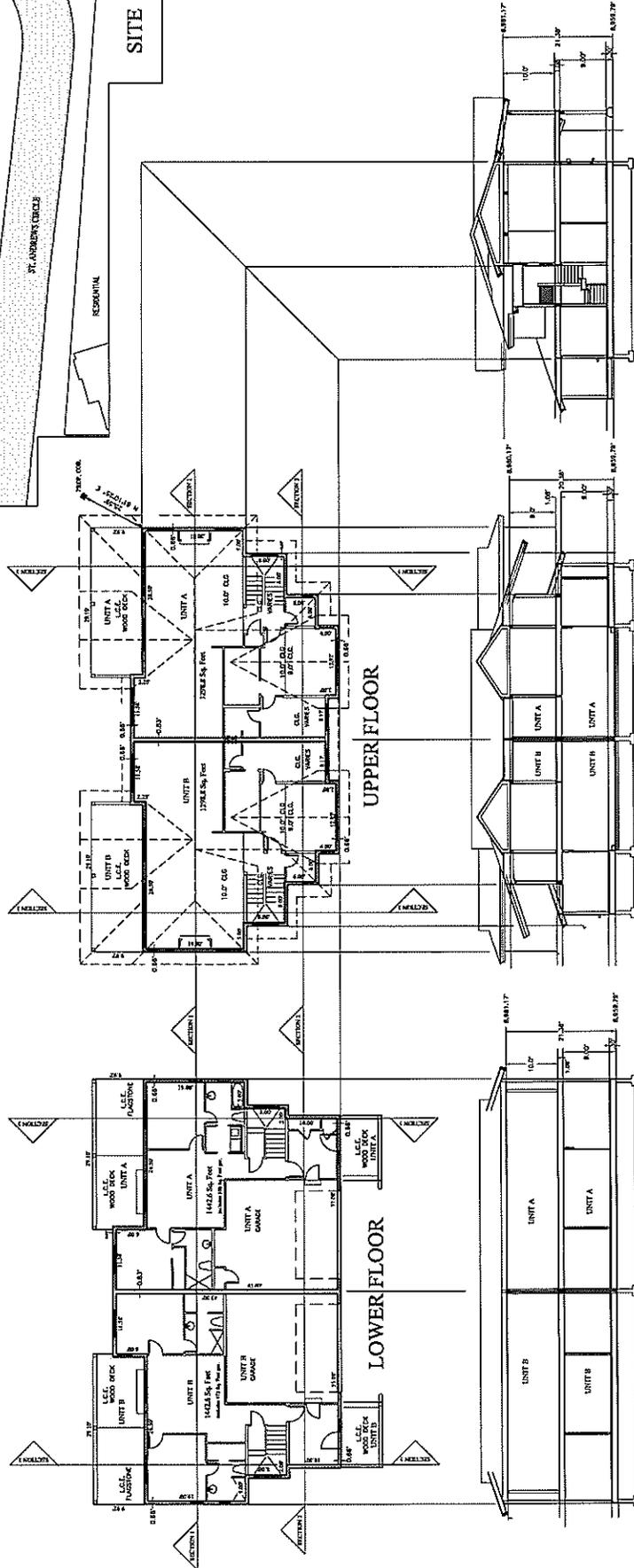
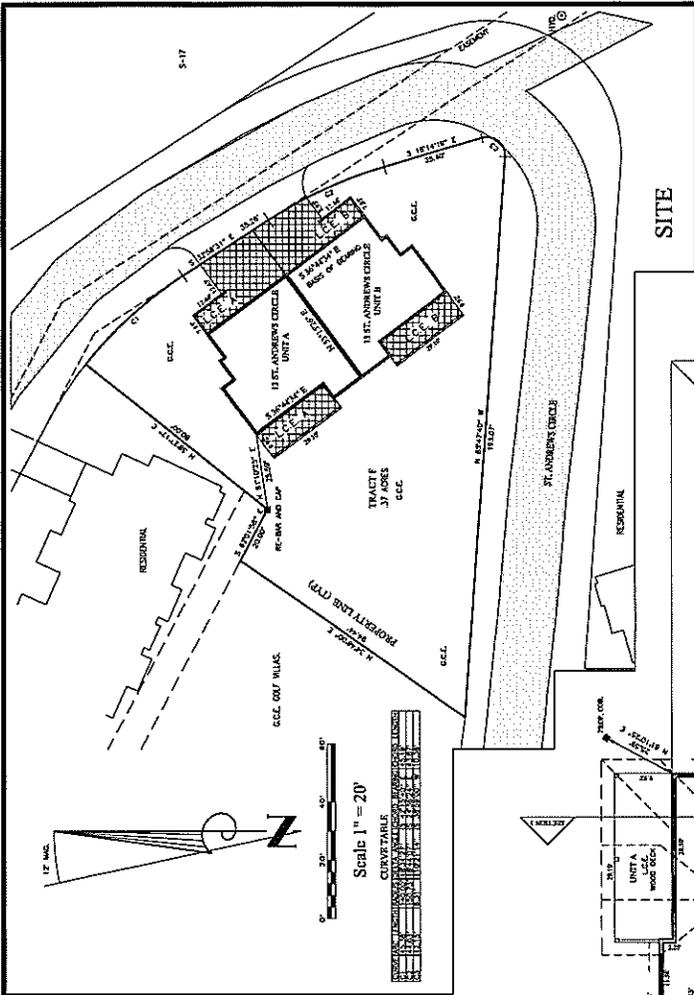
Reception Number \_\_\_\_\_ Time \_\_\_\_\_ Date \_\_\_\_\_

Gunnison County Clerk and Recorder

David Leinsdorf, Attorney at Law  
Supreme Court Registration No. 2740  
P. O. Box 187  
Crested Butte, CO 81224

CONDOMINIUM MAP OF GOLF VILLAS AT SKYLAND- FILING NO. 7  
 IN TRACT F, PARTIAL REPLAT OF MULTIFAMILY TRACT 4,  
 SKYLAND INITIAL FILING, INTO TRACTS B THROUGH F,  
 COUNTY OF GUNNISON, STATE OF COLORADO

SHEET 2 OF 2



SECTION 1  
 Scale 1" = 10'

SECTION 2  
 Scale 1" = 10'

SECTION 3  
 Scale 1" = 10'

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

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**Agenda Item:** Lot Cluster; LUC-24-00033; Lacy Construction Compa

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**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Lacy Construction Company, Ltd. requests a lot cluster of Lots 13-15, Whetstone Industrial Park.

**Fiscal Impact:**

**Submitted by:** Rachael Blondy

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 8/29/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/29/2024

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/3/2024

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COMMUNITY & ECONOMIC  
DEVELOPMENT

Rachael Blondy, Planner I

(970) 641-7932

rblondy@gunnisoncounty.org

www.GunnisonCounty.org

**To: Board of County Commissioners**

**RE: LUC-24-00033 | Lot Cluster | Lacy Construction Company, Ltd.**

**Memo Date: August 27, 2024**

**Date: September 3, 2024**

The Applicant, Lacy Construction Company, Ltd., requests a lot cluster of Lots 13-15, Whetstone Industrial Park, as shown in Exhibit A. *Plat*. The Applicant currently uses the three properties as a single property and desires to be able to erect and maintain improvements across the existing lot lines to be vacated. The Whetstone Industrial Park Lot Owners Association consents to and approves the lot cluster.



Staff reviewed the application, which was found to comply with the standards of [Land Use Resolution](#) Sec. 5-104.M, *Application Form for Lot Cluster*. Additionally, the application complies with all applicable standards found in LUR Section 5-103. Whetstone Industrial Park has an assortment of 1-3 acre parcels on Bifano Road adjacent to Lots 13-15. The resulting 3.137 acre lot will be compatible with the industrial character that currently exists, and the removal of lot lines will allow for more efficient use of the properties for a construction company

Section 5-103: Standards for Approval of Administrative Review Projects describes the standards for approval:

1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.
2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area.

The County Attorney's Office reviewed the application on LaserFische for legal sufficiency.

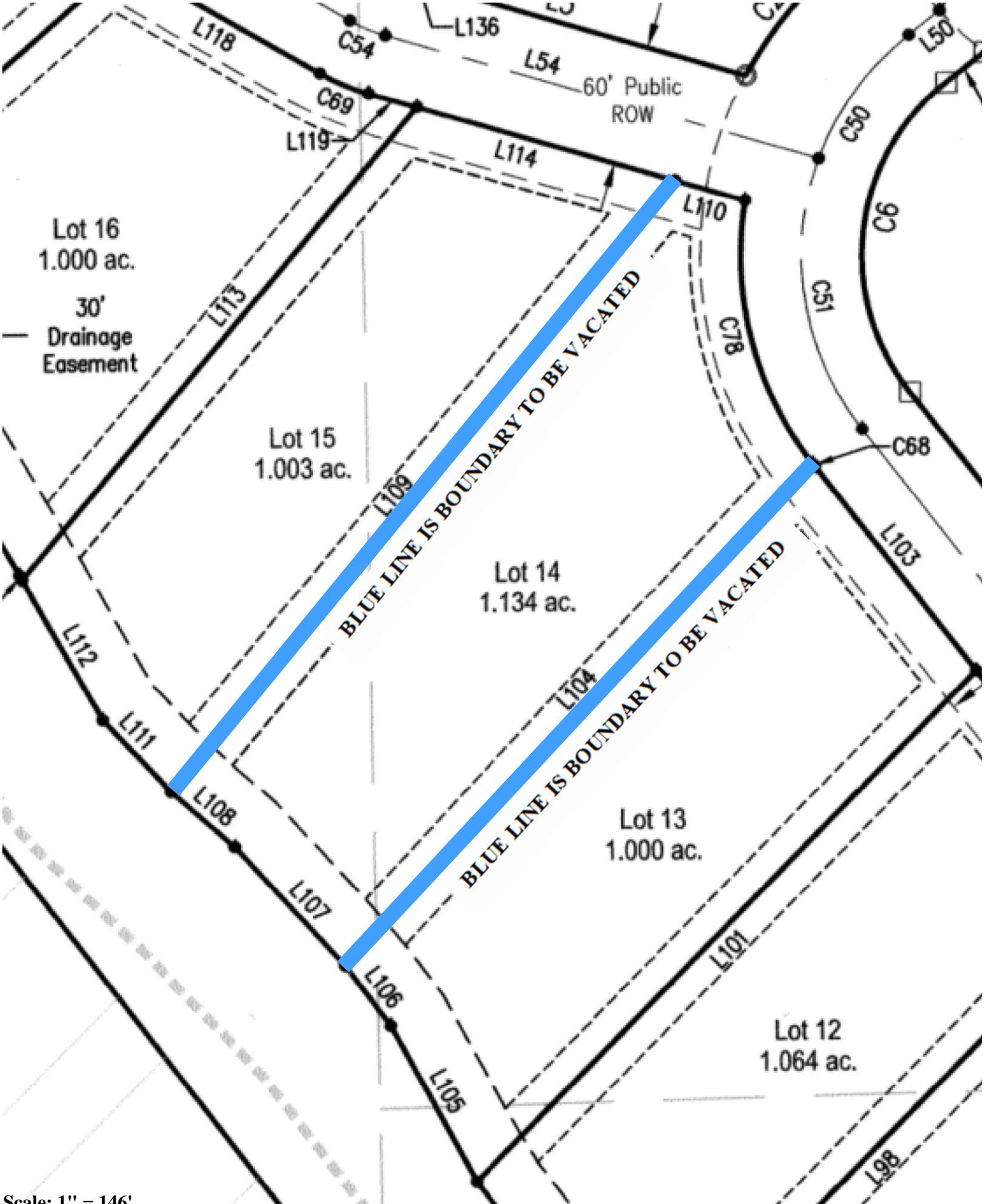
Thank you,

Rachael Blondy

#### **Exhibits**

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-24-00033. Click on "Attachments".

- A. Site Plan
- B. Lot Cluster Agreement



Scale: 1" = 146'

Boundary lines to be vacated in blue. Internal side lot building envelope boundaries to be removed. Building envelopes are as otherwise shown on Plat. Created from Plat of Whetstone Industrial Park recorded at reception number 654063.



**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") Lacy Construction Company, Ltd.

and By: Bill Lacy, President  
(Owner)

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

**RECITALS:**

**Legal Description:** Complete – please attach if too long

Lots 13 through 15, both inclusive, Whetstone Industrial Park according to the plat thereof recorded in the real property records of Gunnison County, Colorado at reception number 654063.

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*.

Lacy Construction Company, Ltd.

Date: 5/2/24 By: Bill Lacy  
 Bill Lacy, President **Owner**  
 Date: \_\_\_\_\_ **Owner**  
 Date: \_\_\_\_\_ **Owner**  
 Date: \_\_\_\_\_ **Mortgage or Lien Holder**

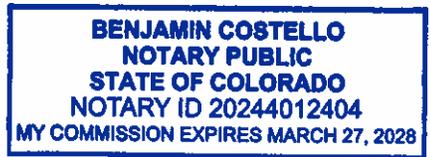
STATE OF COLORADO     )  
   )ss  
 COUNTY OF GUNNISON    )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of May 2024 by Bill Lacy as President of Lacy Construction Company, Ltd. (Owner/s).

Witness my hand and official seal.

My Commission expires: March 27, 2028

Benjamin Costello  
 Notary Public Benjamin Costello



Address: 24474 Hwy 135  
Crested Butte, CO  
81224

STATE OF COLORADO     )  
   )ss  
 COUNTY OF GUNNISON    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ (Mortgage/Lien Holder).

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Address:

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

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Vice-Chairperson

\_\_\_\_\_  
Commissioner

Board of County Commissioners  
Gunnison County, Colorado

Attest:

\_\_\_\_\_  
Gunnison County Clerk and Recorder

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

**Agenda Item:** Library District Request for Ministerial Action to

**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Library District Request for Ministerial Action to Refer Ballot Issue for the November 5, 2024 Coordinated General Election to Increase Ad Valorem Property Taxes

**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 8/30/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/30/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\Hperry

Discharge Date: 8/30/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/3/2024

Section 24-90-112 (1) (b) (III):

- I. Notwithstanding the authorization contained in paragraph (a) of this subsection (1) and in addition to the provisions of subparagraph (I) of this paragraph (b), upon request of the board of trustees of the municipal or county library or the library district, or upon resolution of the legislative body of the city or town by its own initiative in the case of a municipal library, of the board of education of the school district by its own initiative in the case of a school district supported public library, or of the board of county commissioners by its own initiative in the case of a county library or library district, the legislative body of the city or town, the board of education of the school district, or the board of county commissioners shall cause to be submitted to a vote of the registered electors residing within the library's legal service area a proposition containing the desired maximum tax levy specified in the request or resolution.

**BOARD OF COUNTY COMMISSIONERS**  
**GUNNISON COUNTY, COLORADO**

**MOTION CAUSING THE BALLOT QUESTION**  
**OF THE GUNNISON COUNTY LIBRARY DISTRICT TO BE**  
**SUBMITTED TO THE VOTE OF THE ELECTORS**

**Introduction**

The Gunnison County Library District (the “Library District”) is a Library District as defined in the Colorado Library Law, § 24-90-101, *et seq.*, of the Colorado Revised Statutes (“C.R.S.”).

Section 24-90-112 (1) (b) of the Colorado Revised Statutes states that “upon request of the board of trustees... the board of county commissioners shall cause to be submitted to a vote of the registered electors residing within the library’s legal service area a proposition containing the desired maximum tax levy specified in the request.”

The board of trustees of the Library District has entered into an Intergovernmental Agreement Between Gunnison County Clerk & Recorder and Gunnison County Library District Regarding the Conduct and Administration of the November 5<sup>th</sup>, 2024 General Election and has requested that a proposition be submitted to a vote to increase its mill levy by 1.1 mills.

**Motion**

I move the Board of County Commissioners cause the proposition submitted by the Library District Board of Trustees to be submitted to a vote of the registered electors residing within the library’s legal service area as required by Section 24-90-112, Colorado Revised Statutes through the office of the County Clerk & Recorder and in the manner required by the Intergovernmental Agreement Between Gunnison County Clerk & Recorder and Gunnison County Library District Regarding the Conduct and Administration of the November 5<sup>th</sup>, 2024 General Election.

# Official Ballot Content Certification for Gunnison County Library District

GUNNISON COUNTY LIBRARY DISTRICT BALLOT ISSUE No. [ ]  
MILL LEVY INCREASE

SHALL GUNNISON COUNTY LIBRARY DISTRICT TAX REVENUE BE INCREASED \$1,250,000.00 ANNUALLY (59 CENTS PER MONTH FOR EACH \$100,000 OF ACTUAL RESIDENTIAL VALUE), FOR COLLECTION IN 2025, AND BY SUCH AMOUNT AS MAY BE RAISED ANNUALLY THEREAFTER BY INCREASING THE DISTRICT'S MILL LEVY RATE BY 1.1 MILLS, TO MAINTAIN AND EXPAND LIBRARY SERVICES AND FACILITIES WHICH MAY INCLUDE:

EVENTS AND ACTIVITIES FOR CHILDREN, TEENS, ADULTS, AND SENIORS PROVIDING ADDITIONAL LIFELONG LEARNING OPPORTUNITIES TO HELP OUR COMMUNITY THRIVE;

DIGITAL CONTENT, BOOKS, MOVIES, TECHNOLOGY ACCESS, AND ADDITIONAL HOURS OF OPERATION TO MEET OUR COMMUNITY'S NEEDS; AND

AN ADDITIONAL PUBLIC LIBRARY IN CRESTED BUTTE SOUTH PROVIDING INDOOR AND OUTDOOR AMENITIES, FREE PUBLIC MEETING ROOMS, EVENT SPACES, ACTIVE CHILDREN'S LIBRARY AND TEEN SPACE POWERED BY ONSITE GEOTHERMAL AND SOLAR ENERGY

PROVIDED THAT THE DISTRICT'S TOTAL MILL LEVY MAY BE ADJUSTED TO OFFSET REVENUE LOSSES FROM CHANGES TO THE RESIDENTIAL ASSESSMENT RATE; AND SHALL THE DISTRICT BE AUTHORIZED TO COLLECT, RETAIN AND SPEND ALL REVENUES GENERATED FROM THE MILL LEVY, AS A VOTER-APPROVED REVENUE AND SPENDING CHANGE AND AN EXCEPTION TO ANY STATUTORY LIMITS, INCLUDING SECTION 29-1-301, C.R.S., SECTION 29-1-1702, C.R.S., ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND ANY OTHER LIMITS THAT WOULD OTHERWISE APPLY IN ALL FUTURE YEARS?

\_\_\_\_\_ YES/IN FAVOR

\_\_\_\_\_ NO/AGAINST

I, \_\_\_\_\_ certify the above content to be voted on at the General Election on Tuesday, November 5, 2024.

\_\_\_\_\_

By:

Title:

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