GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, November 5, 2024**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:30 am

- Call to Order
- Alcohol Beverage License #42-95237-000; 456 Entertainment LLC dba Tully's; 10/18/2024 to 10/18/2025
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:32 am

- Call to Order; Agenda Review
- Minutes Approval
    1. October 15, 2024 Regular Meeting
    2. October 22, 2024 Special Meeting
- Scheduling
    1. 2025 Budget Adoption
- 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. Indirect Cost Negotiation Agreement; Colorado Department of Public Health and Environment; Finance; 1/1/2025 to 12/31/2025; 16%
    2. Acknowledgment of County Manager's Signature; Commercial Lease Agreement; Gunnison County Department of Health and Human Services; 7/1/2024 to 6/30/2025; $140,868
    3. Acknowledgment of County Manager's Signature; Intergovernmental Agreement for the Temporary Transfer, Repair and Use of an Airport Vehicle; Routt County; Gunnison-Crested Butte Regional Airport; 10/22/2024 to 2026
    4. Acknowledgment of County Manager's Signature; Professional Services Agreement; CBSAccounting; 10/30/2024 to 4/30/2025; $15,000
    5. Acknowledgment of County Manager's Signature; Professional Services Agreement; Nunatek Energy; 10/14/2024 to 12/31/2024; $80,032.40
    6. Acknowledgment; Option Letter #5; Contract CSBG 24-026; Health and Human Services; 1/1/2024 to 9/30/2025; $404
    7. Amended Gunnison County Deputy County Attorney Employment Agreement; Alex San Filippo-Rosser; 1/1/2025; $139,959
    8. Professional Services Agreement; Concierge Nurse Navigators LLC; Human Resources; 1/1/2025 to 1/1/2026; $32,000
    9. Grant Application; Harm Reduction Grant Fund; RFA Number 29157030; Juvenile Services; $299,684
    10. Acknowledgment of County Manager's Approval; Grant Application; NRA Foundation; Extension; $5,000
    11. Intergovernmental Agreement Regarding Undesirable Plant Management; Gunnison County, Saguache County, Hinsdale County, Town of Crested Butte, City of Gunnison, and Town of Pitkin; Public Works; $117.50 an hour
    12. Contract Amendment #5; Contract No 23 QAAA 178558; Health and Human Services; 10/27/2022 to 6/30/2025; $69,694
    13. Contractual Service Cost Agreement; Vector Disease Control International, LLC; 2025-2027; $107,800 with 3% increase annually
    14. Ratification; Letter of Support; Grant Application; National Forest Foundation, Colorado State Forest Service and Forest Restoration & Wildfire Risk Mitigation

15. Ratification; Letter of Support; Grant Application; Sustainable Agriculture Research & Education
16. Revision No. 2 to Contract Amendment No. 2; AIP No. 3-08-0030-063-2023/064-2024; Gunnison-Crested Butte Regional Airport; $16,963.91
17. Acknowledgment; Agreement for Professional Services; SGM; Rozman ILC; $2,700

8:40 am

- County Manager's Reports
    1. Brush Creek Roundabout 60% Design Contract Amendment

8:45 am

- Letter of Support; Big Blue Ditch Repair; Cimarron Valley & River Watershed Coalition

8:50 am

- Letter of Support; State Land Board Lease Renewals for local State Wildlife Areas; Colorado Parks and Wildlife

8:55 am

- Townhome Plat; LUC-24-00041; Dale

9:00 am

- Resolution; LUC-24-00020; Terraplen Holdings LLC / Larkspur Subdivision

9:10 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.

9:30 am

- Executive Session, pursuant to C.R.S. § 24-6-402(4)(b): Conference(s) with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to legal issues surrounding County and public roads within unincorporated Gunnison County, Colorado.
- Executive session pursuant to C.R.S. § 24-6-402(4), personnel matter(s). Gunnison County Manager Annual Performance Review.
- 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://gunnisoncounty-org.zoom.us/j/89798905619
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

*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.*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #42-95237-000; 456 Entert

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerfk

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

Summary:

456 Entertainment LLC dba Tully's renewal

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 10/16/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/16/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/29/2024

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

Agenda Date: 11/5/2024

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #42-95237-0000
to sell/serve malt, vinous, spirituous liquor for (on the)-premises consumption in the County of Gunnison, Colorado.

456 ENTERTAINMENT LLC DBA TULLY'S
282 ELCHO AVENUE
CRESTED BUTTE, COLORADO 81224

Fee $100.00

Effective Dates: 10.18.2024 – 10.18.2025

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 9-19-24

Gunnison County Clerk Date
Kathy Simillion

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

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

456 ENTERTAINMENT LLC
dba TULLY'S
282 ELCHO AVENUE
Crested Butte CO 81224

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
42-95237-0000	**October 18, 2025**
License Type: **HOTEL & RESTAURANT (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

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

In testimony whereof, I have hereunto set my hand. 10/9/2024 BLMP

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

APPLICANT ID: 595633

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

Submit to Local Licensing Authority

TULLY'S
282 ELCHO AVE
Crested Butte CO 81224

received
9-18-24
KL

Fees Due	
Annual Renewal Application Fee ($125 Effective July 1, 2023 - June 30, 2024 and $250.00 for application received by LED on or after July 1st, 2024)	$
Renewal Fee	625.00
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$625

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

☒ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name
456 ENTERTAINMENT LLC

Doing Business As Name (DBA)
TULLY'S

Liquor License Number
42-95237-0000

License Type
Hotel & Restaurant (county)

Sales Tax License Number
42952370000

Expiration Date
10/18/2024

Due Date
09/03/2024

Business Address

Street Address
282 ELCHO AVENUE

Phone Number
9703492551

City, State, ZIP Code
Crested Butte CO 81224

Mailing Address

Street Address
282 ELCHO AVE

City, State, ZIP Code
Crested Butte CO 81224

Email
tullysc3south@gmail.com / 456ENTERTAINMENTLLC@gmail.com

Operating Manager
Tully Burton

Date of Birth
09/17/2024

APPLICANT ID: 595633

Home Address

Street Address	Phone Number
310 TEOCALLI ROAD	970-349-2494

City	State	ZIP Code
CRESTED BUTTE	CO	81224

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

   Are the premises owned or rented? ○ Owned ☒ Rented* *If rented, expiration date of lease: 06/30/2035

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 areyou 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% orgreater 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: Tully Burton

Title: Owner / Member

Signature: [signature]

Date (MM/DD/YY): 09/18/24

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For: Gunnison County

Title: Gunnison County Clerk

Attest: [signature]

Signature: Kathy Lemillion

Date (MM/DD/YY): 9-18-2024

APPLICANT ID: 595633

Name (Individual/Business)

456 ENTERTAINMENT LLC.

Social Security Number/Tax Identification Number	Home Phone Number	Business/Work Phone Number
45-2421593	970-349-2494	970-349-2494

Street Address

282 ELCHO AVE.

City	State	ZIP Code
CRESTED BUTTE	CO	81224

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

TULY BURTON

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

09/17/24

Privacy ~~Act Statement~~

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: DRAFT BOCC minutes; 10/15/2024

Action Requested:

Parties to the Agreement:

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

Summary:

DRAFT BOCC minutes; 10/15/2024

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/29/2024

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

Agenda Date: 11/5/2024

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
October 15, 2024

The October 15, 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
Sammy Obaid, Assistant County Attorney
Matthew Birnie, County Manager
Holly Perry, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY BOARD OF EQUALIZATION MEETING:

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

HEARING OFFICER RECOMMENDATIONS FOR PROPERTIES APPEALED TO THE CBOE Hearing Officer Walter Sorrentino was present for discussion.

1. CBOE #001; R040008; Rocking B Retreat
    - Hearing Officer Recommendation: Deny
2. CBOE #002; R043144; Matthew Smith
    - Hearing Officer Recommendation: Deny
3. CBOE #003; R043580; Heisenberg D Family Trust
    - Hearing Officer Recommendation: Adjust to $1,926,970
4. CBOE #004; R074369; Aaron M Smith
    - Hearing Officer Recommendation: Deny
5. CBOE #005; R030972; Robert R Valentine
    - Hearing Officer Recommendation: Deny
6. CBOE #008; R004971; George Dodson Harper
    - Hearing Officer Recommendation: Deny
7. CBOE #009; R005814; Audrey I Baker Living Trust
    - Hearing Officer Recommendation: Deny
8. CBOE #010; R005036; James K Jennings III
    - Hearing Officer Recommendation: Deny
9. CBOE #011; R012817; Emily G Bruno Revocable Trust
    - Hearing Officer Recommendation: Deny
10. CBOE #012; R031365; George A Sterner
    - Hearing Officer Recommendation: Adjust to $580,000
11. CBOE #013; R009675; Andrew Carl Raymond
    - Hearing Officer Recommendation: Adjust to $77,670

Commissioner Houck explained the process for the CBOE. Mr. Sorrentino detailed his recommendations for each one for the Board. The Commissioners expressed their gratitude to Mr. Sorrentino. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to take the Hearing Officer's recommendations and adopt those as our decisions on the CBOEs in front of us, and any that are adjusted, or to the values that were suggested within the recommendations from our Hearing Officer. Motion carried unanimously.

ASSESSOR RECOMMENDATIONS FOR CHANGES TO PROPERTIES NOT APPEALED TO THE CBOE Co-Deputy Assessor Appraisal Alexandra Cohen was present for discussion.

Co-Deputy Assessor Cohen explained the first page were from 2023 that went beyond the CBOE level where the 2024 values should match the 2023 values and the second page is the rest of their recommendations based on new classification statuses, or corrections. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to accept the Assessor's recommendations for change to properties not appealed to the CBOE in whole as presented this morning and for us, as the CBOE, to make those our official determinations as well after being brought forward from the Assessor's Office. Motion carried unanimously.

ADJOURN: Commissioner Houck adjourned the meeting at 8:51 am.

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

See separate minutes.

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

CALL TO ORDER: Commissioner Houck called the meeting to order at 9:08 am.

DRAFT

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

1. Alcohol Beverage License #03-10559; Kebler Corner Liquors LLC dba Kebler Corner Liquors; 10/2/2024 to 10/2/2025
2. Alcohol Beverage License #13-37843-000; N D Enterprises LLC dba Crested Butte Country Club; 1/14/2025 to 1/14/2026
3. Alcohol Beverage License #04-01630; Harmels Operation LLC dba Harmels Ranch Resort; 11/15/2024 to 11/15/2025
4. Alcohol Beverage License #03-153994; Harmels Operation LLC dba Bites & Brews on the Taylor; 10/28/2024 to 10/28/2025

ADJOURN: Commissioner Houck adjourned the meeting at 9:08 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Commissioner Houck called the meeting to order at 9:08 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 minutes as amended. Motion carried unanimously.

1. October 1, 2024 Regular Meeting
2. October 8, 2024 Special Meeting

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. Acknowledgement of County Manager's signature; Fence Agreement; James Spehar, Robert Spehar, and Kapushion Land Co.; Public Works; $15,750
2. Letter; 6 CCR 1007-2, Part 1, Section 4.6.7(B); Colorado Department of Public Health; Finance; 12/31/2023
3. Grant Application; Colorado Sexual Health Initiative Grant; Gunnison County Substance Abuse Prevention Project; Juvenile Services; $48,884
4. Grant Award Letter; Community Foundation of Gunnison Valley; Don Hirsch Gunnison Valley Senior Services Fund; Health and Human Services; $4,500
5. Acknowledgment of County Manager's signature; Stipend Request Form; Cover All Coloradans Community Health Ambassador Program; Health and Human Services; 10/15/2024 to 6/20/2025; $25,000
6. Grant Application; City of Gunnison Community Grant; Gunnison-Hinsdale Early Childhood Council and Multicultural Resource Services; Health and Human Services; $10,000
7. Acknowledgment; Funding Source Change Letter; Contract No 24 IBEH 182014; Health and Human Services; $168,053
8. 2024-2025 LEAP Outreach Incentive Program Agreement; Program # L305; Health and Human Services; 10/1/2024 to 9/20/2025; $20,000
9. Professional Services Agreement; Erin Wesley LLC; Juvenile Services; 10/15/2024 to 8/31/2025; $4,200

CONTRACT AMENDMENT #4; CONTRACT NO 2021CMIP027; HEALTH AND HUMAN SERVICES; 7/1/2020 TO 6/30/2025; $20,156.40 Assistant County Manager for Health, Human and Safety Services Joni Reynolds was present for discussion.

ACM Reynolds noted this is the same contract for Hinsdale County but for Gunnison County and it is for a larger amount. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the Contract Amendment #4 to Contract No. 2024CMIP027. Motion carried unanimously.

COUNTY MANAGER'S REPORTS:

1. Whetstone – CM Birnie relayed they signed a workable utility extension agreement with the Town of Crested Butte and got final land use approval for Whetstone which moves the County into the phase of continuing to work on the guaranteed maximum price. He also noted there is some positive price movement with their estimate being reduced by about a million dollars. CM Birnie then said they are in the process of preparing the financing.
2. Sawtooth – CM Birnie reiterated his concerns about paving before winter, however it is believed they have a path to getting the alley and road paved but maybe not the parking lot. This will allow the County to get a temporary certificate of occupancy which will allow folks to move in. In the spring, the landscaping and remainder of paving will get done.

MEMORANDUM OF AGREEMENT; GUNNISON COUNTYWIDE RISK MAPPING ASSESSMENT AND PLANNING (MAP) PROJECT – PHASE 2 DATA DEVELOPMENT; COMMUNITY DEVELOPMENT Planning Director Hillary Seminick was present for discussion.

DRAFT

PD Seminick noted this is a request that came from the Colorado Water Conservation Board (CWCB) and the Federal Emergency Management Agency (FEMA) to update the existing flood maps for Gunnison County. She relayed that right now, much of the County is not covered by the maps so this would be a broader update to the base flood elevation and the reaches that are mapped as AE as well as using 2D models instead of just 1D models. PD Seminick is asking for the Board to allow FEMA and CWCB to start the surveying while the floodwaters are down.

Commissioner Smith inquired if this models at risk areas as well as the 100-year flood events. PD Seminick responded that the maps define the flood risk for the National Flood Insurance Program which allows any area in that 100-year flood plan to have subsidized insurance, but anybody can obtain flood insurance. Commissioner Puckett Daniels asked if it is required to update maps. PD Seminick answered it is not directly but not doing so would put the flood insurance at risk if they aren't updated in order to maintain eligibility for certain federal programs and federal subsidies for members of the community. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to enter into the MOU for Gunnison County Risk Mapping Assessment and Planning Phase 2 for the Data Development and authorize Hillary (Seminick) as the Flood Plain Administrator and a signatory to this, and Matthew Birnie our County Manager as the Community Executive Officer that will be the signatory for the document as well. Commissioner Puckett Daniels amended the motion to be MOA not MOU. Motion carried unanimously.

VOUCHERS AND TRANSFERS APPROVAL: Chief Financial Officer Perry Solheim presented the voucher approval report dated September 17, 2024 and the cash transfer authorization dated September 2024 for discussion and approval. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the vouchers in the amount of $3,980,221.77. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the cash transfer in the amount of $10,128,836.23. Motion carried unanimously.

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

BREAK from 9:39 am to 9:43 am.

GUNNISON COUNTY AUDITED FINANCIAL STATEMENTS 2023 Chief Financial Officer Perry Solheim, CPA Paul Backes, and CPA Lillian Marcione were present for discussion.

CPA Backes noted the report will be going to multiple different agencies and the entire report is covered by independent auditor. He relayed there is a letter in the packet that has qualitative aspects of accounting policies, difficulties encountered in performing the audit, corrected and uncorrected misstatements, disagreements with management, management representations, material weakness, completeness and accuracy of accounting records, and payroll software implementation. Mr. Backes detailed each section to the Board.

Commissioner Smith and Commissioner Puckett Daniels stated they wanted to hear from staff about the issues. Commissioner Houck expressed the importance of having areas that are great and to take note of the areas that need improvement. CM Birnie noted he will be working with CFO Solheim and staff to rectify the issues. The issues outlined were discussed.

GUNNISON COUNTY 2025 BUDGET DRAFT PROPOSAL #1 Chief Financial Officer Perry Solheim was present for discussion.

CM Birnie noted today is the statutory deadline for the staff proposed budget and it will be a broad overview that will not require approval. He relayed the largest increase in the budget will be a 3% cost of living adjustment (COLA) built in with the goal of meeting the long term inflation trend and to not let inflation erode the value of people's salaries. He also explained there will be an increase for employees and the County for health insurance.

The budget draft proposal was then discussed. CM Birnie relayed he would like the Board to contact him with which departments they want to hear from in future work sessions. He also noted that the finalized budget to approve will be on December 13th.

Commissioner Puckett Daniels would like to highlight the Land Preservation Fund and funds that are not covering expenses. Commissioner Smith would like to look more at the Sage-Grouse Fund. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to acknowledge the receipt of the Gunnison County 2025 draft staff budget proposal on this day at this meeting. Motion carried unanimously.

UNSCHEDULED PUBLIC COMMENT: There were no persons present for discussion.

COMMISSIONER ITEMS:

Commissioner Smith:

1. Colorado Counties, Inc. Steering Committees – Commissioner Smith relayed that CCI has the legislative priorities set, however there were some things that the Board supported that did not make the list. They also discussed the issue around diversification of county revenues. Overall, she found it to be a successful meeting. Commissioner Smith then stated they signed a letter to Colorado Parks & Wildlife (CPW) about putting a pause on wolf reintroduction until some of the bigger issues are sorted out.
2. Mt. Emmons Celebration – All Commissioners attended the celebration in Crested Butte on the 4th.
3. Early Childhood Council – Commissioner Smith relayed she was the Board appointee to that committee, and she attended a meeting last week. She stated it was a productive conversation about stabilizing funding and the industry.

Commissioner Puckett Daniels:

1. Counties & Commissioners Acting Together – Commissioner Puckett Daniels stated she is planning to attend the retreat in person due to being on the front range that weekend.
2. CB & CB South Trail Subcommittee – Commissioner Puckett Daniels relayed they have met and reviewed survey results from the community and will be sending a recommendation to the Sustainable Tourism and Outdoor Recreation Committee (STOR). She relayed the survey was created by group of private citizens who are interested in the matter.
3. Gunnison Valley Regional Housing Authority – Commissioner Puckett Daniels noted they will be holding their October meeting this afternoon and that they are still trying to figure out what the future of the housing authority looks like.
4. Housing Colorado Conference – Commissioner Puckett Daniels, GVRHA staff and Assistant County Manager for Community and Economic Development Cathie Pagano attended. Commissioner Puckett Daniels believes there were a couple things they need to be aware of going forward with the County projects.
5. Western Center for Public Lands – Commissioner Puckett Daniels explained she met with Bridget East and Hannah Cranor-Kersting last week about virtual fencing projects. Western is pursuing a grant application to do a deep study on virtual fencing and there was a request for a letter of support from the Board of County Commissioners. CM Birnie relayed he has also been in touch with Bridget and asked for permission to use their stamps for the letter since there is no other meeting before the deadline to which they agreed. Commissioner Puckett Daniels noted Bridget is taking a model and putting it in our environment with a virtual fence regime that is easy to access, quick to move and is adaptable.

Commissioner Houck:

1. Public Lands – Commissioner Houck relayed their dues are relatively the same.
2. ICElab – Commissioner Houck noted he has spent time with partners and John Norton in the ICElab digging into some work and doing presentations.

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

DRAFT

_____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Holly Perry, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: DRAFT BOCC Minutes; 10/22/2024

Action Requested:

Parties to the Agreement:

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

Summary:

DRAFT BOCC Minutes; 10/22/2024

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/29/2024

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

Agenda Date: 11/5/2024

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
October 22, 2024

The October 22, 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
Alex San Filippo-Rosser, Deputy County Attorney
Matthew Birnie, County Manager
Holly Perry, Deputy County Clerk
Others Present as Listed in Text

CALL TO ORDER: Commissioner Houck called the meeting to order at 9:30 am.

GUNNISON COUNTY BOARDS AND COMMISSIONS APPOINTMENTS; BOARD OF ADJUSTMENT; FILL TWO ALTERNATE VACANCIES FOR ONE-YEAR TERMS (10/22/2024 – 10/22/2025)

1. Drew Brookhart
2. John O'Neal

Commissioner Houck explained the process. Commissioner Smith stated she has no concerns. Commissioner Puckett Daniels noted the importance of alternates as well as the importance of having folks with experience with developing projects. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to appoint Drew Brookhart and John O' Neal to the Board of Adjustment as alternate members for terms of one year each. Motion carried unanimously.

ADJOURN: Commissioner Houck adjourned the meeting at 9:35 am.

_____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Holly Perry, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

DRAFT

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from *11/1/2024 thru 12/31/2024*

Board of County Commissioners

1. **BOCC Regular Meeting**
   November 5, 2024, All Day @ BOCC Boardroom
2. **Mayors & Managers Meeting - Hosted by Gunnison Valley Health**
   November 7, 2024, 12:00 PM - 1:30 PM
3. **BOCC Work Session**
   November 12, 2024, All Day @ BOCC Boardroom
4. **BOCC Regular Meeting**
   November 19, 2024, All Day @ BOCC Boardroom
5. **Joint BOCC and Planning Commission Public Hearing**
   November 21, 2024, 8:45 AM - 12:00 PM @ Planning Commission Meeting Room

   Agenda and Packet materials to be added
6. **BOCC Work Session**
   November 26, 2024, All Day @ BOCC Boardroom
7. **BOCC Regular Meeting - CANCELED**
   December 3, 2024, All Day @ BOCC Boardroom
8. **Mayors & Managers Meeting - Hosted by Community Foundation of the Gunnison Valley**
   December 5, 2024, 12:00 PM - 1:30 PM
9. **BOCC Work Session**
   December 10, 2024, All Day @ BOCC Boardroom
10. **BOCC Regular Meeting**
    December 17, 2024, All Day @ BOCC Boardroom
11. **Planning Commission Meeting**
    December 19, 2024, 8:45 AM - 12:00 PM @ Planning Commission Meeting Room

    Regular Planning Commission Meeting - Agenda and Packet materials to be added

Gunnison County Organization

1. **Holiday - Veterans' Day - Offices Closed**
   November 11, 2024, All Day
2. **Holiday - Thanksgiving - Offices Closed**
   November 28, 2024 - November 29, 2024
3. **Holiday - Christmas Eve & Christmas Day - Offices Closed**
   December 24, 2024 - December 25, 2024

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   December 17, 2024, All Day @ BOCC Board Room

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Indirect Cost Negotiation Agreement; Colorado Depa

Action Requested: County Manager Signature

Parties to the Agreement: CDPHE and HHS

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

Summary:

Agreement sets CDPHE indirect cost rates for 2025 (calendar year).

Fiscal Impact:

Submitted by: Ana Canada **Submitter's Email Address:** acanada@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 10/31/2024

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

Comments:
Legally sufficient. SO 10/24/24

Reveiwed by: Discharge Date: 10/31/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: Discharge Date: 10/31/2024

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

Agenda Date: 11/5/2024

Revised April 2015

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

COLORADO LOCAL PUBLIC HEALTH AGENCY
INDIRECT COST NEGOTIATION AGREEMENT

Local Public Health Agency

Gunnison County Public Health
& Family Planning
200 East Virginia
Gunnison, CO 81230

DATE: September 30, 2024

FILING REF: This replaces the
Negotiation Agreement for the
1-1-24 to 12-31-24 Indirect Rate

The indirect cost rate(s) approved in this agreement are for use on grants, contracts and other agreements with the Colorado Department of Public Health and Environment to which the Office of Management and Budget Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), applies subject to the limitations contained in Section II, A., of this agreement. The rate(s) was negotiated by Gunnison County Public Health & Family Planning and the Colorado Department of Public Health and Environment.

SECTION I: RATES

Type	Effective Period FROM	TO	Rate*	Location	Applicable To
Fixed	1/1/25	12/31/25	16%	All	Contracts with CDPHE

*Base: **Modified Total Direct Costs** – excludes equipment, capital expenditures, charges for patient care, rental costs, participant support costs and the portion of each subaward in excess of $25,000.

Treatment of Fringe Benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs.

SECTION II: GENERAL

A. LIMITATIONS: Use of the rate(s) contained in this agreement is subject to any statutory or administrative limitations and is applicable to a given grant or contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor or allocated to grantee/contractor via an approved Central Service cost allocation plan were incurred in its indirect cost pool as finally accepted and that such incurred costs are legal obligations of the grantee/contractor and allowable under the governing cost principles, (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs, (3) that similar types of costs have been accorded consistent treatment, and (4) that the information provided by the grantee/contractor which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate.

B. AUDIT: Adjustments to amounts resulting from audit of the cost allocation plan upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.

C. CHANGES: If a fixed or predetermined rate(s) is contained in this agreement it is based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in the organizational structure or changes in the method of accounting for costs which affect the amount of reimbursement resulting from the use of the rate(s) in this agreement require the prior approval of the authorized representative of the Colorado Department of Public Health and Environment. Failure to obtain such approval may result in subsequent audit disallowances.

D. FIXED RATE(S): The fixed rate(s) contained in this agreement is based on an estimate of the costs which will be incurred during this period for which the rate applies. When the actual costs for such period have been determined, an adjustment will be made in the negotiation following such determination to compensate for the difference between that cost used to establish the fixed rate and that which would have been used were the actual costs known at the time.

E. NOTIFICATION TO OTHER LOCAL PUBLIC HEALTH AGENCIES: Copies of this document may be provided to other local public health agencies if requested by them.

F. SPECIAL REMARKS: Colorado Department of Public Health and Environment programs currently reimbursing indirect costs to this Local Public Health Agency by means other than the rate(s) cited in this agreement should be credited for such costs and the applicable rate cited herein applied to the appropriate base to identify the proper amount of indirect costs allocable to the program.

Local Public Health Agency

Colorado Department of Public Health and Environment

Melissa Canaday
Name

Internal Audit Manager
Title

September 30, 2024
Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Board of County Commissioners

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

Summary:

Commercial Lease Agreement between Board of County Commissioners of Gunnison County and Gunnison County Health and Human Services.

Fiscal Impact:

Submitted by: Blair Burgess **Submitter's Email Address:** bburgess@gunnisoncunty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 10/23/2024

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

Comments:
Legally sufficient. SO 10/23/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/23/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/29/2024

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

Agenda Date: 11/5/2024

Revised April 2015

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is dated as of this 23rd day of October, 2024 (the "Effective Date") by and between the **BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO**, a body corporate and politic (the "County") and **GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES** (the "Tenant").

RECITALS

A. The County is the owner and operator of the property at 220 North Spruce Street, Gunnison, Colorado (the "Building").

B. The County desires to lease the Building to the Tenant.

C. The Tenant desires to lease the Building from the County for the purpose of commercial office space and in accordance with the terms and provisions of the Lease.

D. The Tenant does not intend to use and is not authorized by the County for any use of the Building for residential purposes.

AGREEMENT

For and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Tenant agree as follows:

ARTICLE I. THE BUILDING

Section 1.01 The Building. The County leases to the Tenant and the Tenant leases from County, upon the terms and provisions of this Lease, exclusive use of the Building. The Tenant shall have non-exclusive access to shared parking to the west and south of the Building.

Section 1.02 Fixtures, Furniture and Equipment. The Building includes fixtures, furniture and equipment owned by the County. Subject to prior written approval by the County, Tenant may purchase and install additional fixtures, furniture and equipment within the Building that it has exclusive use of. Any such purchase and installation shall be at the Tenant's own expense. The County and Tenant shall jointly verify the existing fixtures, furniture and equipment as well as itemize any Tenant-provided fixtures, furniture and equipment.

Section 1.03 Condition of the Building. The Tenant warrants and represents that it has had an opportunity to inspect the Building and acknowledges that it is fit for Tenant's use and enjoyment. The taking of possession of the Building shall be deemed an acceptance of the same by the Tenant in its "AS IS" condition without any obligation whatsoever on the part of the County to repair, remodel, reconstruct or modify the Building for the Tenant.

Section 1.04 Permitted Use. The Tenant shall use the Building solely for the purpose(s) described above at Paragraphs C and D of the Recitals, as approved by the County and other related business purposes. No other use shall be permitted without the County's prior written consent.

Section 1.05 No Hazardous Use, Nuisance or Waste Permitted in Building. The Tenant shall not use or permit the Building to be used for any business or purpose deemed by the County to be hazardous, or in any manner as to constitute a violation of any federal, state, county, and local laws, rules, regulations, requirements or orders of any lawful governmental or public authority relating to the Building. Tenant covenants and agrees at its sole cost and expense to fully and promptly comply with all such laws, regulations, ordinances and every order or regulation enacted by such authorities, including but not limited to, the United States, the County of Gunnison, the State of Colorado. The Tenant agrees that it shall not permit any noxious or offensive activity at the Building or allow any nuisance to exist at the Building which may cause disturbance to others on adjacent or nearby property. Further, the Tenant agrees that nothing shall be done or kept on the Building which might impair the value of the Building or which would constitute waste.

Section 1.06 No Smoking, Vaping and E-Cigarettes. Smoking, vaping and the use of e-cigarettes is not permitted in the Building or in any County building. The Tenant may, at the Tenant's discretion, permit its employees and invitees to smoke, vape or use e-cigarettes outside of the Building; provided, however, that such activities must occur at a distance of at least twenty-five (25) feet from any entrance. Smoking, vaping and e-cigarette use is not permitted in any location where prohibited by law. The Tenant shall remove all smoking, vaping and e-cigarette debris (including wrappers, butts and matches) from the Building at least twice per week. If this task is not performed to the satisfaction of the County, the County may remove such debris and charge the cost of removal, plus an administrative fee of 50% of such cost, to the Tenant.

ARTICLE II. TERM

Section 2.01 Term. The term of this Lease shall be a period of one (1) year (the "Term"), commencing on **July 1, 2024** (the "Commencement Date") and ending on **June 30, 2025,** unless terminated earlier in accordance with the terms of this Lease.

Section 2.02 Option to Extend. Upon expiration of the Term and provided that the Tenant is not in default of its obligations under this Lease, the Tenant may request an extension of this Lease for additional one (1) year periods (each an "Extended Term"), upon the same terms and conditions, but any such grant of an Extended Term shall solely be at the County's discretion. The Tenant shall make any such request for an Extended Term by providing written notice to the County no later than sixty (60) days prior to the expiration of the Term or Extended Term and no earlier than six (6) months prior to the expiration of the Term or Extended Term. Rent, for each Extended Term, if granted, shall be adjusted as set forth in this Lease.

ARTICLE III. RENT

Section 3.01 Rent. The Tenant shall make annual rental payments (the "Annual Rent") for the Building of **One hundred and forth thousand eight hundred sixty-eight and 00/100 U.S. Dollars ($140,868.00)** payable in monthly installments in advance on the first day of each month of **Eleven thousand seven hundred thirty-nine and 00/100 U.S. Dollars ($11,739.00)**. The Tenant shall pay as "Additional Rent" all other payments of whatever nature that Tenant has agreed to pay or assume under this Lease, Annual Rent and Additional Rent may be referred to collectively as "Rent." The payment of Rent shall begin on the Commencement Date. without demand in accordance to the amounts set forth in the table below.

Section 3.02 Extended Term Increased Annual Rent. Effective for any Extended Term, the Annual Rent shall be negotiated and agreed upon between the County and Tenant upon commencement of the 60-day notice period in Section 2.02.

Section 3.03 Manner of Payment. All amounts due under this Lease shall be paid on the first of each month during the Term or any Extended Term and paid to the County at

Gunnison County Finance
200 E. Virginia Ave.
Gunnison, CO 81230
Attn: Perry Solheim, Finance Director

or at such place as County designates by proper notice as provided in Section 18.12. All checks shall be subject to collection and the Tenant shall pay all bank charges incurred by the County as a result of dishonor. Any Rent or fees not received by the County within five (5) days of the applicable date due shall incur a late fee of ten and 00/100 U.S. Dollars ($10.00) per day until paid. The County shall apply all payments received first to past due amounts and second to current Rent and fees.

Section 3.04 Proration. If the Term or Extended Term commences on a day other than the first calendar day of a month, then Tenant shall pay to County a prorated monthly installment of Annual Rent, calculated using the number of days that exist prior to the first day of the succeeding month, with a similar adjustment being made at the termination of the Lease.

ARTICLE IV. MAINTENANCE; UTILITIES; INSEPCTIONS

Section 4.01 Tenant Maintenance Obligations. Throughout the duration of the Lease, all repairs or maintenance to the Building shall be the obligation of the County. The County agrees to: (1) maintain the Building and all improvements, fixtures, furnishings and equipment in good working order and repair; (2) keep the interior of the Building painted, clean and sanitary, (3) keep shared parking areas, paved walkways leading to the Building clear of ice, snow, litter and debris, (4) perform routine maintenance of the Building, including, but not limited to, maintaining any landscaping adjacent to the Building, restroom plumbing, lighting, ballasts, doors and locks. The Tenant shall not overload the floors or walls of the Building. The

County shall be responsible for janitorial services for the Building. For purposes of this Section 4.01, "routine maintenance" shall mean any repair or maintenance done in the ordinary course for the purpose of preserving machinery, equipment and improvements in good working order and condition and shall not include any extraordinary maintenance or repair.

Section 4.02 Utilities. The County shall be responsible for obtaining all utilities associated with the Building, including and limited to, electricity, heat, snow removal, lawn and garden maintenance, and trash removal. The Tenant shall be responsible for obtaining internet and telecommunications services at the sole expense of the Tenant. The County shall not be liable for any failure to make any repairs or to perform any maintenance to utilities unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to the County by the Tenant. If any maintenance or repair is necessitated due to the acts or omissions of the Tenant, its employees, agents or invitees, the Tenant shall pay the costs of such repairs or maintenance to the County within thirty (30) days after receipt of an invoice, together with an administrative charge in the amount equal to fifteen percent (15%) of the cost of the repairs. The County shall not be liable to Tenant for any interruption of Tenant's business or inconvenience caused due to any work performed within the Building. To the extent allowed by law, the Tenant waives the right to make repairs at the County's expense under any law, statute or ordinance now or hereafter in effect.

Section 4.03 Inspection of the Building. The Tenant will permit the County, its representatives or agents to make inspection of the Building at any time to confirm compliance with the terms of this Lease. If there is a potential (based upon reasonable facts or circumstances) or an actual material breach or violation of this Lease, or if an emergency exists which necessitates the County's access to the Building in the County's sole discretion, the County shall have the right to enter upon and inspect the Building and to do any reasonable act or thing in order to enforce its rights and obligations under this Lease.

Section 4.04 Accident Reports. In the case of an accident or emergency, Tenant agrees to cooperate with the County in the formulation of an action plan and any response to media inquiries. All accidents, significant occurrences, incidents, situations requiring official reporting or action, including law enforcement response, shall be reported to the County as soon as possible but no later than the next business day. Reports provided must include the name, address, telephone number for any injured persons and any witnesses, any statements collected, a description of the accident including when, where and how it occurred, a description of any bodily injury or property damage and the action taken by Tenant or other persons.

ARTICLE V. IMPROVEMENTS; ALTERATIONS; ADDITIONS

Section 5.01 Requirements for Improvements; Alterations; Additions. No improvements, alterations or additions ("Alterations") shall be made to the Building by the Tenant without prior written consent of the County, including but not limited to, Alterations of Building walls,

roofs, support, finishes, any mechanical, electrical or plumbing system, carpet, paint, interior remodel of spaces and any exterior alterations.

ARTICLE VI. SIGNAGE

Section 6.01 Signage. The Tenant shall not install any new sign, lettering, advertisement or posting in, upon or around the Building without the prior written consent of the County.

ARTICLE VII. ADDITIONAL RULES

Section 7.01 Compliance with Laws. Both parties hereto shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules, ordinances, policies, and standards, including but not limited to any County land use or development regulations, all as may be amended from time to time.

Section 7.02 Additional Rules. The Tenant, its officers, employees, agents and invitees shall comply with the following:

(a) Sidewalks, entries, passages and stairways shall not be obstructed in any manner, this shall include prompt removal of all snow from any walkways, drives, porches, sidewalks and parking areas that serve the Building.

(b) The Building shall be maintained at all times in a clean, sanitary and attractive condition with all rubbish, garbage and other waste properly contained and disposed of to appropriate refuse facilities.

(c) Items, which may constitute a hazard or danger to the any person or property, shall not be moved into the Building.

(d) Antennas, satellite dishes and other equipment may not be erected or installed on the Building without the prior written consent of the County.

(e) All appliances, utilities and fixtures shall be properly operated and used, restrooms are not to be used for any purpose other than that for which they are intended, and any damage resulting to any appliance, utility or fixture from the Tenant's misuse shall be paid by the Tenant.

(f) Animals, except qualified services animals, are prohibited in the Building.

(g) The Tenant shall not play loud music or cause other nuisances that disturb the occupants or adjoining tenants or other parties in the Building.

(h) The Tenant shall obtain the written consent of the County prior to installing or changing locks on doors of the Building. If locks are changed or installed, it shall be accomplished at the Tenant's sole expense, the Tenant shall provide copies of new keys to the County.

(i) The Tenant must obtain the prior written consent of the County for installation of, change to or temporary installation of any objects along the exterior of the Building.

(j) Tenant shall not deface the walls, ceilings, partitions or floors of the Building. The Tenant shall pay for any defacement, damage or injury caused by the Tenant, its agents, employees or invitees.

(k) The County may institute such other rules and regulations as in its reasonable judgment may be necessary or desirable for the safety, care and preservation of the Building.

ARTICLE VIII. COMPLIANCE WITH LAWS

Section 8.01 Non-Discrimination. The Tenant and its successor and assigns shall comply with pertinent statutes, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, religion, sexual orientation, political affiliation or disability be excluded from participating in any activity conducted that is directly or indirectly related to this Lease. The Tenant shall use the Building in compliance with all requirements imposed by or pursuant to Title 49, Part 21 of the Regulations of the Office of the Secretary of Transportation, the Colorado Anti-Discrimination Act of 1957 and any other laws and regulations respecting discrimination, all as may be amended from time to time. The Tenant and County shall comply with any enforcement procedures as may be demanded by any authority for the purposes of complying with such laws and regulations.

Section 8.02 Energy Conservation Requirements. The Tenant agrees to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

Section 8.03 Fair Labor Standards Act Requirements. The Tenant shall comply with the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Tenant has full responsibility to monitor compliance to the referenced statute or regulation. The Tenant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Section 8.04 Occupational Safety and Health Act of 1970 Requirements. The Tenant shall comply with the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Tenant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Tenant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Tenant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Section 8.05 Clean Air and Water Pollution Control Requirements. The Tenant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Tenant agrees to report any violation to the County immediately

upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA). The Tenant must include this requirement in all contracts and subcontracts relating to the Building that exceeds $150,000.

Section 8.06 Construction by the County. From time to time, it may be necessary for the County to carry out extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair to the Building and adjacent County Buildings, which programs may inconvenience or temporarily interrupt the Tenant's operations. The County shall give the Tenant at least seven (7) days' notice prior to commencement of such construction only in the event that such construction must necessarily commence in seven (7) days due to the emergency nature of the situation; in all other cases, the County must give the Tenant not less than thirty (30) days prior notice. The County shall use commercially reasonable efforts to minimize any interruption of the Tenant's use of the Building as permitted under this Lease. The Tenant acknowledges and agrees that such construction may require the Tenant to take a longer route to its Building during construction.

ARTICLE IX. MISCELLANEOUS

Section 9.01 County Representative. The Assistant County Manager for Operations and Sustainability and the County Manager, as appointed by the Gunnison Board of County Commissioners, each acting independent of the other, shall be a County Representative for purposes of this Lease.

Section 9.02 Force Majeure. A party shall not be deemed in violation of this Lease (excluding payment obligations) if such party is prevented from performing any of its obligations by reason of, boycott, embargo, act of nature, act of God, pending litigation or legal proceedings or any other circumstance which is beyond its reasonable control and conditioned on the other party providing reasonable written notice to the other of the circumstance and taking commercially reasonable actions to mitigate any such impact.

Section 9.03 No Waiver of Governmental Immunity. The parties hereto understand and agree that the County and Tenant are relying upon, and have not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

Section 9.04 Headings. The Section headings contained in this Lease are for convenience in reference and are not intended to define or limit the scope of any provision.

Section 9.05 Time of Essence. Time is of the essence in this Lease.

Section 9.06 Waiver. Waiver by a party of, or the failure of a party to insist upon, the strict performance of any provision of this Lease shall not constitute a waiver of such party's right or prevent such party from requiring the strict performance of any such provision in the future. Any waiver of an obligation, right, term or provision contained in this Lease must be in writing and signed by the party against whom enforcement is sought.

Section 9.07 Limitation of Benefit. There are no third-party beneficiaries of this Lease. Without limiting the generality of the preceding sentence, this Lease does not create in or bestow upon any other person or entity not an express party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not an express party to this Lease.

Section 9.08 Severability. If any provision of this Lease is held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Lease.

Section 9.09 Successors. The terms and provisions in this Lease shall extend to and bind the permitted successors and assigns of each party.

Section 9.10 Notices. All notices required under this Lease shall be in writing and delivered personally, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notice shall be delivered to:

If to Tenant:

Gunnison County Department of Health & Human Services
220 N. Spruce St.
Gunnison, CO 81230
Email: Joni Reynolds <JReynolds@gunnisoncounty.org>

If to the County:

Gunnison County
Attn: John Cattles, Assistant County Manager
200 E. Virginia Ave.
Gunnison, CO 81230
Email: jcattles@gunnisoncounty.org

County Manager's Office
Attn: Matthew Birnie, County Manager
200 E. Virginia Ave.
Gunnison, CO 81230

with a copy to:

Gunnison County Attorney's Office
200 E. Virginia Ave.

Gunnison, CO 81230
Email: mhoyt@gunnisoncounty.org

or to such other address or addresses as the parties may designate in writing.

Section 9.11 Governing Law; Jurisdiction. This Lease shall be governed by, and construed in accordance with, the laws of the State of Colorado without regard to its conflicts of law provisions. The parties submit this Lease and any dispute arising under this lease to the sole and exclusive jurisdiction of the courts in and for Gunnison County, Colorado. Any action to enforce or interpret the provisions of this Lease shall be brought in a court in and for Gunnison County, Colorado.

Section 9.12 Entire Agreement. This Lease embodies the entire agreement between the parties concerning the subject matter and supersedes all prior written or oral conversations, proposals, negotiations, understandings and agreements. This Lease may not be altered or modified in any manner whatsoever except by a writing signed by the parties.

Section 9.13 Counterparts. This Lease may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page of this Lease by facsimile or email transmission will constitute effective and binding execution and delivery of this Lease. The County and the Tenant agree to allow the use of electronic signatures for execution of this Lease. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

[*Signatures appear on following page.*]

The parties have executed this Commercial Lease Agreement as of the Effective Date listed above.

LANDLORD:

GUNNISON COUNTY MANAGER,

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

TENANT:

Gunnison County Department of Health and Human Services

By: Joni Reynolds, RN/CNS, MSN
Joni Reynolds, Director

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Other Signature....unsure who?

Parties to the Agreement: Gunnison County and Yampa Valley Regional Airport

Term Begins: 10/22/24 **Term Ends:** **Grant Contract #:**

Summary:

Submitting for consideration/review. MOA to loan Yampa Valley our third in line ARFF vehicle by 10/22/24. Yampa is without an ARFF vehicle and is in need while they're waiting to receive one by 2026. The vehicle needs some repairs. Yampa has agreed to repair the truck while in their

Fiscal Impact:

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

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 10/17/2024

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

Comments:
Legally sufficient. SO 10/21/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/21/2024 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/29/2024

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

Agenda Date: 11/5/2024

Revised April 2015

INTERGOVERNMENTAL AGREEMENT FOR THE TEMPORARY TRANSFER, REPAIR AND USE OF AN AIRPORT VEHICLE

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is entered into this 22nd day of October, 2024 by and between **ROUTT COUNTY**, Colorado, and **GUNNISON COUNTY**, Colorado, (individually "Party" and collectively "Parties"), both of which are political subdivisions of the State of Colorado.

RECITALS

WHEREAS, the Yampa Valley Regional Airport ("HDN") of Routt County has an immediate need for an ARFF vehicle to meet FAA ARFF Index requirements; and

WHEREAS, Gunnison-Crested Butte Regional Airport ("GUC") of Gunnison County has a surplus ARFF vehicle available for loan and in need of repair; and

WHEREAS, the Parties desire to enter into this IGA to effectuate the temporary transfer, repair, and use of the 1992 Emergency One, Titan III 1500 ARFF vehicle (the "Vehicle Loan") pursuant to the terms described below; and

WHEREAS, the Parties recognize a benefit to this IGA whereby HDN can make needed repairs to the ARFF vehicle, meet its ARFF Index requirements, and ultimately return the ARFF vehicle to GUC in a fully operational status. Further, both Parties agree that the Vehicle Loan and work performed under this IGA is in the best interest of the public and the Parties.

NOW, THEREFORE, Routt County and Gunnison County, in consideration of the agreements and covenants set forth herein, do hereby enter into this IGA for the Vehicle Loan as follows:

SECTION I
DEFINITIONS

The following terms, whether used in the singular or plural, when used in this IGA and initially capitalized, shall have the meaning specified below.

"ARFF" means a 1992-year Emergency One vehicle; model name Titan III 1500; VIN - 4ENDAA86N1000532

SECTION II
TERMS OF LENDING AND BORROWING

2.1 Parties Granting of Rights and Authority. Routt County and Gunnison County delegate to the HDN Airport Director and GUC Airport Manager respectively to coordinate and make the final decisions on all matters relating to the Vehicle Loan, transport, repair, and maintenance of the ARFF vehicle per this IGA.

2.2. HDN will transport the ARFF vehicle from GUC to HDN at agreed-upon dates and times, and from HDN to GUC at agreed-upon dates and times.

2.3. HDN will take possession and responsibility of the ARFF vehicle upon initiation of transport from GUC to HDN and retain possession and responsibility until Routt County returns the ARFF vehicle to GUC.

2.4. HDN will make and fund all necessary repairs to the ARFF vehicle and to maintain it in operational condition while the ARFF vehicle is in possession and operated by HDN.

2.5. HDN's Use. Subject to the provisions of this IGA and any other applicable state law, federal law, local law, and any rights-of-way restrictions associated with the Vehicle Loan, HDN may transport, repair, operate and maintain the ARFF vehicle as needed.

2.6. Cost Sharing for ARFF Vehicle Loan. HDN and GUC will each bear a share of costs associated with the Vehicle Loan. The Parties agree that there are no compensatory requirements between the Parties other than those identified herein. HDN will fund all ARFF vehicle transport costs. Upon arrival of the ARFF vehicle at HDN, HDN will coordinate, perform, fund and document all repairs required to bring the ARFF vehicle to fully operational status; GUC will refund these time and materials costs upon re-transfer of the vehicle and upon presentation of an itemized invoice of same. HDN will perform and fund all repairs and maintenance for non-preexisting ARFF vehicle conditions until the vehicle is returned to GUC.

2.7 Responsibilities in Relation to ARFF. Each Party agrees to be responsible for and liable for any damage to the equipment, property of third-parties, personal injuries including death of an equipment operator or third-party, during the time of possession or use of any equipment being used by a Party pursuant to this IGA. Each Party shall be responsible for its own employees and the use, operation and security of borrowed equipment while using the equipment under this IGA. Each Party shall be entirely responsible for the payment of workers compensation benefits to its own respective employees only. Any and all injuries to employees, third persons and/or damages to equipment, property of either part or third persons shall be the responsibility of the Party in possession of the equipment, subject to the respective Party's insurance coverages or otherwise.

SECTION III
MISCELLANEOUS

Counties' Source of Funding. The Counties will provide their own funding sources for all costs incurred in the transport, repairs, maintenance and other costs associated with the ARFF vehicle.

Modification. Modifications to this IGA shall be by written amendments between the two Parties. The County's Boards hereby delegate to the HDN Airport Director and the GUC Airport Manager, respectively, or their designee, the authority to sign amendments to this IGA pursuant to each County's respective policies and practices.

Effective Date. The effective date of this IGA is the date first above written.

Termination Date. This IGA shall terminate upon the transfer of ARFF vehicle back to GUC which is anticipated to be in 2026.

Assignment. This IGA is non-assignable.

Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and sent as follows:

Notices to HDN:

Yampa Valley Regional Airport
P.O. Box 1060
Hayden, Colorado 81639
Attention: Kevin Booth, Airport Director
Phone: (970) 276-5004
Fax: (970) 276-5030
Email: kbooth@co.routt.co.us

Notices to GUC:

Gunnison-Crested Butte Regional Airport
Attention: Rick Lamport, Airport Manager
519 Rio Grande Avenue
Gunnison, Colorado 81230
Phone: (970) 641-2304
Fax: (970) 641-8559
Email: rlamport@gunnisoncounty.org

3.13. Third-Party Beneficiaries. Nothing in this IGA shall confer any rights or liabilities upon any person or entity that is not a party to this IGA.

3.14. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of HDN, Routt County, GUC, or Gunnison County, their departments, boards, commissions, committees, offices, employees, and officials related to this Agreement shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of the immunities, rights, benefits, protections, or other provisions, contained in the statute.

IN WITNESS WHEREOF, the Parties hereto have caused this IGA to be executed as of the day and year first hereinabove written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ROUTT, COLORADO

By: _____
Jay Harrington, County Manager

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested:

Parties to the Agreement:

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

Summary:

Acknowledgement of County Manager's Signature; Professional Services Agreement; CBS Accounting

Fiscal Impact: 15,000

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 10/30/2024

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

Comments:
Legally sufficient. SO 10/31/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/31/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/1/2024

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

Agenda Date: 11/5/2024

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 30th day of October, 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 CBSAccounting, LLC. whose address is 303 East Dakota Drive, Grand Junction, CO 81507 ("Contractor").

AGREEMENT

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties agree as follows:

1. SERVICES.

The Contractor shall provide professional services as follows: Reconciling various cash accounts for the Finance Department for the months of January through September 2024. ("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 April 30, 2025, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Preparation for 2024 year-end 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 $15,000.00 and No/100 U. S. Dollars ($190.00 per hour) ("Compensation"). Payment shall be made by Gunnison

County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

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. Comprehensive general liability insurance or the equivalent in an amount no less than Ten Thousand and No/100 U.S. Dollars ($10,000.00) for injury to one person in any single occurrence; and no less than One Million and No/100 U.S. Dollars ($1,000,000.00) 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.

b. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Ten Thousand and No/100 U.S. Dollars ($10,000.00) for injury to one person in any single occurrence; and no less than One Million and No/100 U.S. Dollars ($1,000,000.00) 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 Ten Thousand Dollars ($10,000) for any injury to one person in any single occurrence, and One Million Dollars ($1,000,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Ten Thousand Dollars ($10,000)), 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 exclude from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

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:	Gunnison County Finance 200 E. Virginia Gunnison, Colorado 81230 Attn: Ana Canada, Interim Finance Director
Contractor:	CBSAccounting, LLC. 303 East Dakota Drive Grand Junction, CO 81507

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 my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

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

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.

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: Christine B Stouder CPA LLC
Christine B Stouder CPA 10/20/24
Chirstine B. Stouder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested:

Parties to the Agreement:

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

Summary:

Acknowledgment of County Manager's signature; Professional Services Agreement; Nunatek Energy

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim Discharge Date: 10/14/2024

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

Comments:
Legally sufficient. SO 10/16/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/16/2024 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/29/2024

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

Agenda Date: 11/5/2024

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 14th day of October, 2024, 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 Nunatak Energy who's address is 723 S. 9th St. Gunnison, CO 81230 ("Contractor").

AGREEMENT

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties agree as follows:

1. SERVICES.

The Contractor shall provide professional services as follows: installation of a 25kW solar array including all materials, labor, and permits necessary to complete a solar array at the Sawtooth Phase 2 apartment building at 502 S. 14th Street, Gunnison, CO. Further described in the proposal (Exhibit 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, 2024, unless sooner terminated or replaced as provided in this Agreement.

3. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Eighty Thousand Thirty Two and 40/100 U. S. Dollars ($80,032.40) ("Compensation"). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill,

Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

4. INSURANCE.

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

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

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

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, an automobile policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

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

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

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

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

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

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

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

5. INDEPENDENT CONTRACTOR.

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

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

6. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

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

7. INDEMNIFICATION.

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

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

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

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

8. DISCRIMINATION.

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

9. PANDEMICS.

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

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

11. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.

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

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

d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or

permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

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

any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

14. OWNERSHIP OF PROPERTY.

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

15. WARRANTIES.

Contractor represents and warrants to the County as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

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

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

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with

respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

17. NO THIRD-PARTY BENEFICIARY.

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

18. CONFLICT OF INTEREST.

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

19. FORCE MAJEURE.

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

20. NOTICES.

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

Gunnison County:	County Manager Gunnison County 200 E. Virginia Gunnison, Colorado 81230 Phone: 970-641-0248
With a copy to:	Board of County Commissioners of the County of Gunnison, Colorado 200 E. Virginia Gunnison, Colorado 81230
Contractor:	Nunatak Energy 723 S. 9th St. Gunnison, CO 81230

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

21. GOVERNING LAW.

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

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

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paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

23. ENTIRE AGREEMENT.

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

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

24. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

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

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

immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq*. Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

25. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

By: _____

Its: Owner, Nunatak Energy

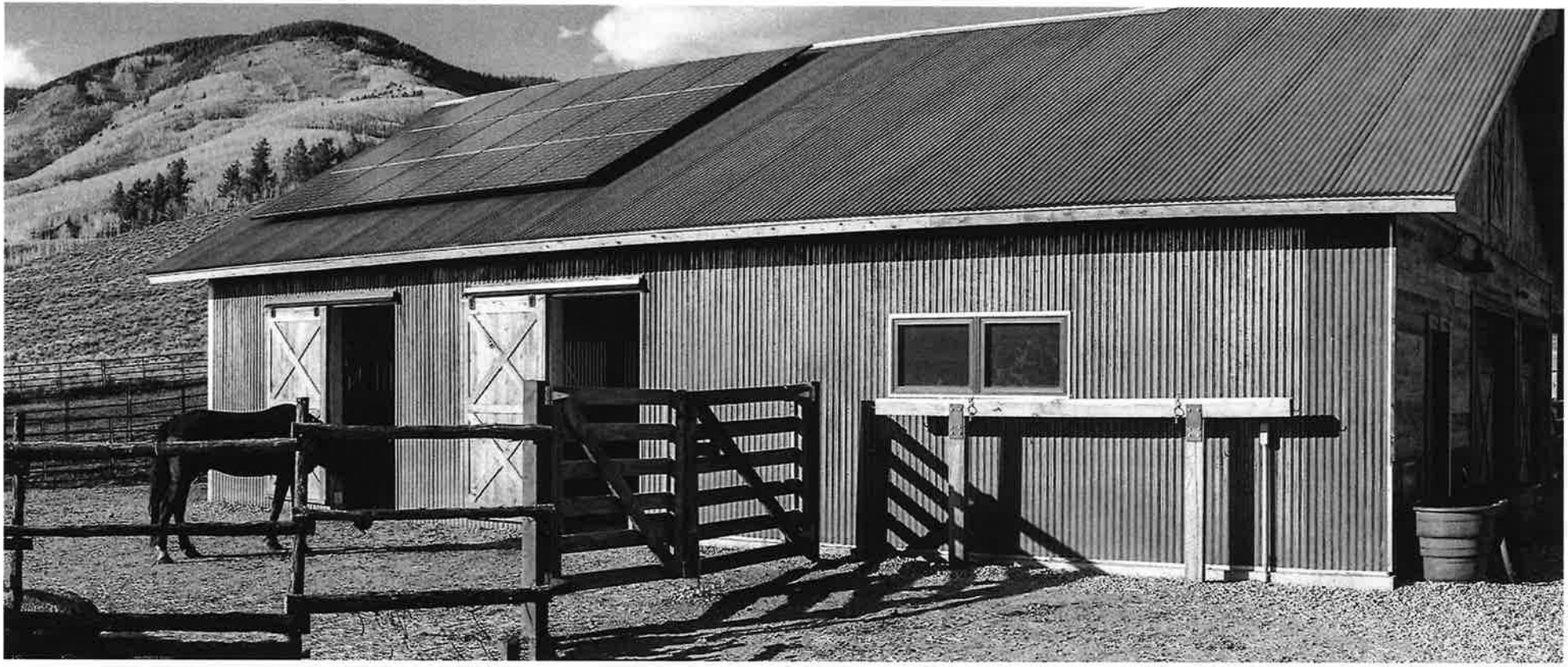
APPENDIX "A"

Nunatak Energy

Solar · Batteries · Remote Power

A custom proposal for:

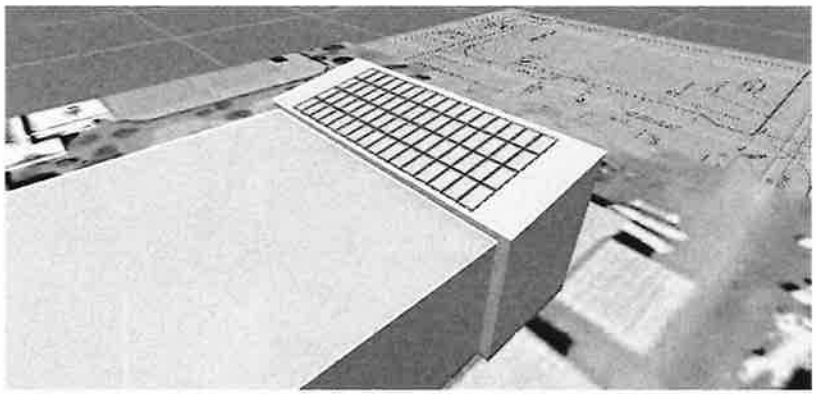
Sawtooth Apartments —
420 S 14th St, Gunnison, CO
81230, USA



PV System Size: 26.24 kW DC

System Components

Q.PEAK DUO BLK ML-G10+ 410 Qcells Qty: 64	Modules
IQ8H-3P-72-E-US (208V) (2024) Enphase Energy Inc. Qty: 64	Inverters



Nunatak Energy
Solar · Batteries · Remote Power

A summary of your system design

Meet your solar system

Below is an overview of the system, pricing, and available incentives.

System cost $80,032.00	**System size** 26.24 kW
Annual production 33,038 kWh	**Est. annual energy offset** 44%

System cost	**$80,032.00**
Incentives*	$24,009.60
Net system cost	$56,022.40

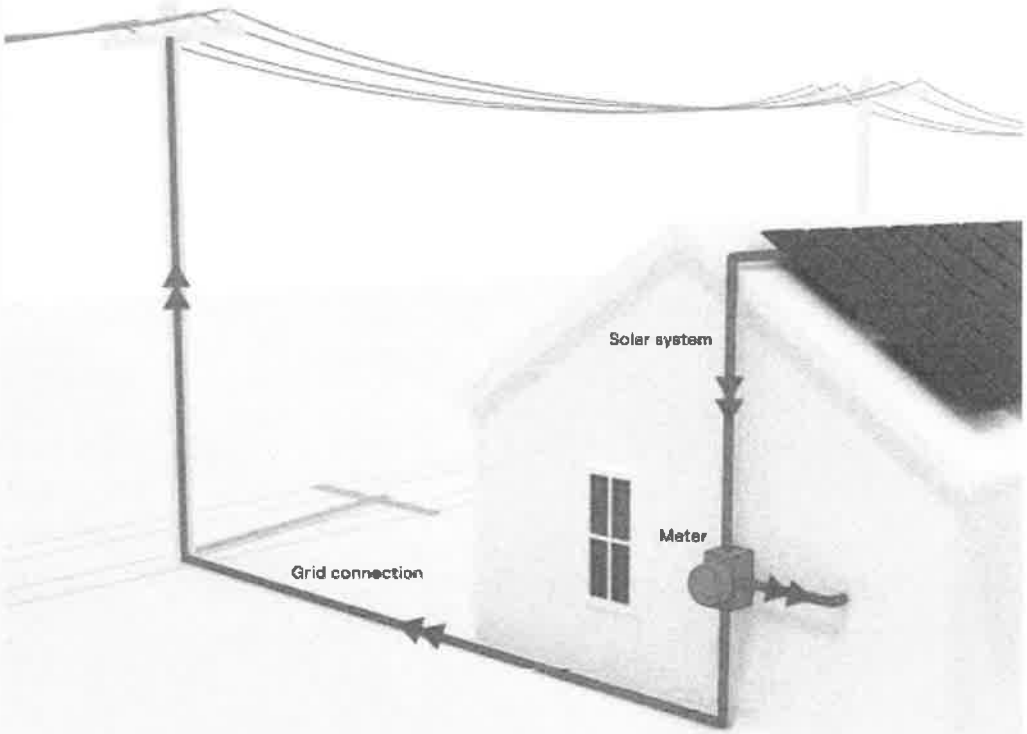
*If homeowner qualifies. Please check with a tax advisor to ensure you will qualify for any incentives listed.

What is net metering?

Net metering (also known as net energy metering or NEM), is a billing method that allows you to send excess solar energy to the grid in exchange for credit.

At night, you'll use energy from the grid. During the day, your home will use the energy your solar panels create. If there's surplus energy that you aren't using, that excess energy will be sent back out onto the electric grid, and spin your meter backwards. For every KWH you send out to the grid, you will get a credit for one KWH from the utility. At the end of the billing period, you will only be billed for the net amount of KWH's that you used during that billing period.

For example, if you produce more energy than you consume during a billing cycle, you will see a KWH credit on your electric bill. That credit carried over to the next month, offsetting your electric usage. Many people in our area build up credits during the summer when days are longer and less energy is being consumed. Then they use up their credits over the winter when solar production is less and electric usage tends to be higher.



Nunatak Energy

Solar · Batteries · Remote Power

Reduce your carbon footprint with solar

Your decision matters

Investing in solar is great for the environment.
Save money while saving the planet!

1,474

Barrels of oil offset

The CO2 emissions of the number of barrels of oil that would produce the equivalent amount of energy as your solar system.

16,252

Trees planted

The number of trees that would have to be planted for an equivalent reduction of CO_2 emissions.

6

Vehicles offset

The number of vehicles that would be saved per year to produce an equivalent reduction on CO2 emissions.

Nunatak Energy

Solar · Batteries · Remote Power

About us

We strive to install quality solar and storage systems that meet the needs of our clients, and will stand up to our harsh winter climate.

- Installing solar in the Gunnison Valley since 2006
- 50+ years of cumulative experience in renewable energy among our employees
- NABCEP Certified PV Installers
- 18+ years of installing battery storage systems

A note on going local: We live, work, raise our families, and play right here in the Gunnison Valley. We are here to support our clients if any issues ever arise with their renewable energy systems. Using your dollars to support local companies ensures there will be local technicians available if/when you ever need them.

NABCEP BOARD CERTIFIED PV Installation Professional

RENU

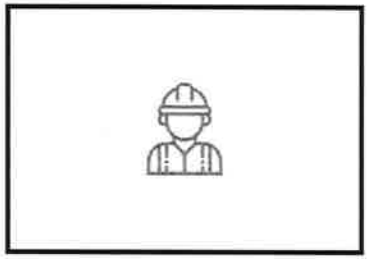
Authorized RENU Contractors

Energy
Solar · Batteries · Remote Power

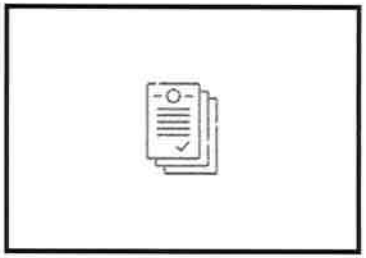
What's next in your solar journey?

NEXT STEPS

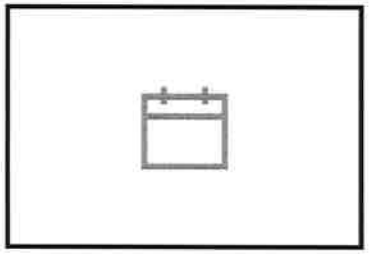
STEP ONE
REVIEW PROPOSAL AND LET US KNOW IF YOU WANT ANY DESIGN CHANGES



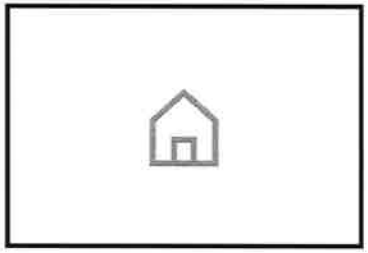
STEP TWO
SCHEDULE SITE VISIT TO CONFIRM DESIGN AND PRICING



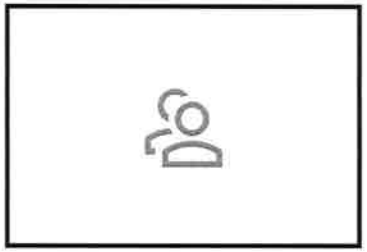
STEP THREE
SIGN SERVICE CONTRACT AND SEND IN DEPOSIT



STEP FOUR
WE SUBMIT PERMITS AND UTILITY APPLICATION, AND SCHEDULE YOUR INSTALLATION DATE



STEP FIVE
WE INSTALL YOUR SYSTEM AND GET STATE ELECTRICAL AND UTILITY INSPECTIONS



STEP SIX
YOU START PRODUCING SUSTAINABLE ENERGY! PLEASE REFER YOUR FRIENDS AND FAMILY
(ask us about our referral incentives)

ESTIMATE

Nunatak Alternative Energy Solutions
723 S 9th St
Gunnison, CO 81230

info@nunatakenergy.com
+1 (970) 642-5554
www.nunatakenergy.com

Bill to
Gunnison County Sawtooth Apartments
Gunnison, CO 81230

Ship to
Gunnison County Sawtooth Apartments
Gunnison, CO 81230

Estimate details
Estimate no.: 2557
Estimate date: 09/13/2024
Expiration date: 10/13/2024

Job: apartments enphase CC

#	Product or service	Description	Qty	Rate	Amount
1.	**Grid-Direct PV System**	Grid-Direct PV System: 26.2kw roof mounted PV system with 64 x Q Cell 410 W modules (or similar), Enphase Commercial IQ8H-3P 3-phase microinverters, web based monitoring portal access (requires reliable internet access at inverter location).		$52,267.40	$52,267.40
2.	**New Construction Labor**	Billable time for design, installation, and commissioning of new systems.	1	$24,000.00	$24,000.00
3.	**Shipping Costs**	Shipping Costs	1	$1,500.00	$1,500.00
4.	**Equipment Rental**	lift rental	1	$1,500.00	$1,500.00
5.	**Permit**	State Electrical Permit	1	$765.00	$765.00

Total **$80,032.40**

Note to customer
does not include energy monitoring

Expiry date 10/13/2024

Accepted date

Accepted by

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment; Option Letter #5; Contract CSBG 24

Action Requested:

Parties to the Agreement:

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

Summary:

Ack; Option Letter #5; CSBG 24-026

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 10/31/2024

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

Comments:
Legally sufficient. SO 10/18/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/18/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/1/2024

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

Agenda Date: 11/5/2024

Revised April 2015

DocuSign Envelope ID: 576E1AC2-7F06-4F5A-AD1D-0D9A4B993B05

State of Colorado Intergovernmental Grant Agreement
SUMMARY OF TERMS AND CONDITIONS

State Agency Department of Local Affairs	**DLG Portal Number** CSBG-24-026	**CMS #** 188022
Grantee Gunnison County	**Grant Award Amount** $8,366.00	
Project Number and Name CSBG 24-026 - Gunnison County 2024-2026	**Performance Start Date** The later of the Effective Date or January 1, 2024	**Grant Expiration Date** September 30, 2027
Project Description The Project consists of providing programs and services to address poverty in Colorado.	**Program Name** Community Services Block Grant (CSBG)	
	Funding Source FEDERAL FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number 93.569	
DOLA CSBG Program Manager Alex Diaz, (303) 864-8423, (alex.diaz@state.co.us)	**Funding Account Code** CTGG1 NLAA 202400003205	
DOLA CSBG Program Assistant Becky Saad, (303) 864-7894, (becky.saad@state.co.us)	**VCUST#** **14260**	**Address Code** **CN001 EFT**

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

DEPARTMENT OF LOCAL AFFAIRS
PROGRAM REVIEWER

DocuSigned by:
Audrey Field, Federal Program Manager
78096473EF0D464...

By: Audrey Field, Financial Assistance Manager
Federal Programs

Date: 1/2/2024 | 7:47 AM MST

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS
Maria De Cambra, Executive Director

DocuSigned by:
0920A67707B9482...

By: Maria De Cambra, Executive Director

Date: 1/2/2024 | 9:05 AM MST

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Beulah Messick - DOLA
090ACD88A721474...

By: Beulah Messick, Controller Delegate
Department of Local Affairs

Effective Date: 1/3/2024 | 6:40 PM MST

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "Grantee") an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

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

B. Early Termination in the Public Interest

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

C. Grantee's Termination Under Federal Requirements

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

3. AUTHORITY

Authority to enter into this Intergovernmental Grant Agreement exists in the law as follows:

A. Federal Authority

This Intergovernmental Grant Agreement is funded, in whole or in part, with Federal funds made available pursuant to the Community Services Block Grant (42 U.S.C. 9901 *et seq.*). Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. *Reserved.*

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

B. "**Business Day**" means any day on 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. "**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.

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

E. "**Exhibits**" means the following exhibits attached to this Intergovernmental Grant Agreement:

i. **Exhibit B**, Scope of Project;

ii. **Exhibit C**, Federal Provisions;

iii. **Exhibit G**, Form of Option Letter; and

iv. **Exhibit I**, Federal Tax Information.

F. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement

G. "**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.

H. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The U.S. Department of Health & Human Services, Administration for Children & Families, Office of Community Services ("OCS") is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

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

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

K. "**Grant Expiration Date**" means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

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

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

N. "**Initial Term**" means the time period between the Performance Start Date and the initial Grant Expiration Date.

O. *Reserved.*

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

Q. "**Performance Start Date**" means the later of the Performance Start Date or the Effective Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

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. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, *et seq.*, 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. "**Recipient**" means the State Agency shown on the first page of this Intergovernmental Grant Agreement, for the purposes of the Federal Award.

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

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

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

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

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

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

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

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

DD. "**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.

EE. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the "Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

FF. "**Work**" means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant 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, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

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

5. PURPOSE

The Community Services Block Grant (CSBG) provides funds to alleviate the causes and conditions of poverty in communities. The purpose of this Grant is described in **Exhibit B**.

6. STATEMENT OF WORK

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

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Total Grant Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Performance Start Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. *Reserved.*

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs

described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Grant within 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

F. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

8. REPORTING – NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§7.E**.

B. Violations Reporting

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

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless

the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

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

C. Audits

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

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in §24-74-102, *et seq.*, C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, a certification on an annual basis that Grantee shall not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. Grantee's duty and obligation to certify shall continue as long as Grantee has

direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

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

12. INSURANCE

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

13. REMEDIES

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

14. DISPUTE RESOLUTION

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

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§15**.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

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

17. 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 GIA; 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 Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

This Intergovernmental Grant 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 Intergovernmental Grant Agreement.

D. Modification

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

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

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

F. Digital Signatures

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

G. Order of Precedence

In the event of a conflict or inconsistency between this Intergovernmental Grant Agreement and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. Exhibit C, Federal Provisions;

ii. Colorado Special Provisions in **§19** of the main body of this Grant;

iii. Any executed Option Letter or Amendment;

iv. The provisions of the other sections of the main body of this Intergovernmental Grant Agreement;

v. Exhibit B, Statement of Work; and

vi. Exhibit I, Federal Tax Information.

H. Severability

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

I. Survival of Certain Intergovernmental Grant Agreement Terms

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

J. Third Party Beneficiaries

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

K. Waiver

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

L. Accessibility

i. Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.

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

iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

M. Federal Provisions

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

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

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

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant 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 fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the Parties' risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Intergovernmental Grant 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.

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or

employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Grantee 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 Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Intergovernmental Grant Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

E. **COMPLIANCE WITH LAW.**

Grantee 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee'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 Intergovernmental Grant 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 Intergovernmental Grant Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Intergovernmental Grant Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Intergovernmental Grant Agreement, including, without limitation, immediate termination of this Intergovernmental Grant 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 Intergovernmental Grant Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect,

that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Community Services Block Grant. **Gunnison County** ("Grantee"), itself or through subawards, shall provide assistance or services from the following list of Federal Objective(s) for the Community Services Block Grant (CSBG) program

- ☐ Employment
- ☐ Education and Cognitive Development
- ☐ Income, Infrastructure, and Asset Building
- ☒ Housing
- ☒ Health and Social/Behavioral Development (includes Nutrition)
- ☐ Civic Engagement and Community Involvement
- ☒ Services Supporting Multiple Domains
- ☐ Linkages (e.g. partnerships that support multiple domains)
- ☒ Agency Capacity Building
- ☐ Other (e.g. emergency management/disaster relief)

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of providing programs and services to address poverty in Colorado.

2.2. Service Area. The performance of the Work described within this Grant shall be located in Gunnison County and Hinsdale County.

3. DEFINITIONS

All terms not defined in this **Exhibit B** shall have the meaning given in the main body of the Grant.

3.1. "Administrative Costs" means costs that are incurred for common objectives that benefit multiple programs administered by the grantee organization, or the organization as a whole, and as such are not readily assignable to a particular program funding stream.

3.2. "Direct Costs" means costs that can be specifically identified with delivery of a particular project, service, or activity undertaken by a grantee to achieve an outcome intended by the funding program. .

3.3. "De minimis" means an alternative method of calculating an indirect rate. It permits any non-Federal entity that has never received a federally negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to 45 C.F.R Part 75 - States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, to elect to charge a de minimis rate of 10% of modified total direct costs (MTDC).

3.4. "Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each program should bear. It is the ratio (expressed as a percentage) of the indirect costs to a direct cost base.

3.5. "Direct Personnel and Fringe Benefits" means personnel compensation and fringe benefits for employees of the Grantee as allowed and described in Sections 430-431 of C.F.R Part 75.

3.6. "Direct Operating – Travel and Training" means costs that are associated travel, training, and agency capacity building, including but not limited to, conference registration fees, mileage costs for Grantee employees, and airline fares.

3.7. "Direct Operating – Supplies" means all tangible property less than $5,000 or the capitalization level established by the Grantee for financial statement purposes, as defined in Subpart A of C.F.R Part 75. This excludes goods or services purchased for clients.

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3.8. "Direct Operating – Facilities and Administration" means costs including, rent, utilities, IT costs, maintenance costs, and other costs necessary for the operations of the grant.

3.9. "Direct Services" means programs or services provided by the Grantee directly to clients

3.10. "Subrecipients/Subcontractors" means subawards or contracts from the Grantee to a separate entity to carry out a part of a Federal program or for property or services.

4. PROJECT BUDGET

4.1. The State's obligation is limited to the unpaid obligated Grant Funds amount that have not expired. The Grantee may use such Grant Funds for any of the Services specified in this Project Budget up to the maximum amount specified for such activity on this Project Budget:

4.1.1. Project Budget

Funding Type	Budget Line #	FFY (specify expiration date)	Amount
Formulaic 2024	1	Program Year 2024 – FORM - (1/1/2024 – 9/30/2025) - (CS2426)	$7,968
Discretionary 2024	2	Program Year 2024 – DISC - (1/1/2023 – 9/30/2024) - (CS2312)	$398
		TOTAL	**$8,366**

5. PAYMENT, FUNDING AND ELIGIBLE EXPENSES

5.1. The maximum amount payable under this Grant to Grantee by the State for Work performed is limited solely to the amount specified in **§7(A)** as Total Grant Amount. Grantee agrees to expend Grant Funds by the specified expiration date(s).

5.2. **Payment Schedule.** Grantee shall submit a request for reimbursement for grantee and all subrecipients, at a minimum, on a quarterly basis. All requests shall be for eligible expenses, as described in **§5.5** below, and in accordance with **§4** Project Budget, using the State-provided form and accompanied by supporting documentation equal to 100% of reimbursement request.

5.3. **Matching/Other Funds.** Matching funds are not required for this Grant.

5.4. **Indirect Cost Rate.** *(mark one)*

☐ Federally negotiated rate

☐ De minimis (10%)

☒ No Indirect Cost Rate (grantee may cost allocate administrative costs/expenses)

5.5. **Eligible Expenses**. Expenses eligible for reimbursement under this Grant Award include the following:

☒ Direct Personnel and Fringe Benefits

☒ Direct Operating – Travel and Training

☐ Direct Operating – Supplies

☐ Direct Operating – Facilities and Administration

☒ Direct Operating – Services (does not include subrecipients)

☐ Direct Operating – Other _____

☐ Subrecipients / Subcontractors

☐ Indirect Cost Rate – Federally Negotiated (documentation of rate MUST be provided)

☐ Indirect Cost Rate – 10% de minimis rate

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6. PERSONNEL

6.1. Replacement. Grantee shall immediately notify the State if any personnel specified in **§6** of this **Exhibit B** cease to serve. If Grantee replaces its named personnel, it shall notify the State in writing of the change, who the replacement is, and the effective date of the change.

6.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Elizabeth Holena, Wellness/Enforcement Services Manager, (elizabeth.holena@state.co.us)**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project under this **§6**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

6.3. Other Personnel. **Joni Reynolds, Executive Director, (jreynolds@gunnisoncounty.org).**

7. ADMINISTRATIVE REQUIREMENTS

7.1. Accounting. Grantee shall maintain properly segregated accounts of Grant Funds and other funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Description and Budget.

7.2. Applicant/Participant Privacy. Grantee must establish internal policies to protect the privacy of applicants and participants. Paper records must be secured and access to records limited to appropriate staff. Electronic records must also be protected with access limited to appropriate staff.

7.3. Fraud. The U.S. Government Accountability Office (GAO) maintains FraudNet, a system for reporting allegations of fraud, waste and abuse under Federal grants and cooperative agreements. To report the possible misuse of Federal funds, the e-mail address is fraudnet@gao.gov, the fax number is 202-512-3086 and the mailing address is GAO, FraudNet, 441 G Street N.W., Washington, D.C. 20548.

7.4. Grant Modification. Any modifications of this Grant shall be in accordance with **§18(D)** of the Grant Award Letter Terms and Conditions.

7.5. Compliance with CSBG Program Requirements. Grantee agrees to comply with all requirements contained in the Community Services Block Grant Act and any subsequent amendment and/or reauthorization, any and all program requirements mandated by the Federal Awarding Agency and/or the State, and all requirements detailed in **Exhibit C**.

7.6. Reporting. Grantee shall submit the required reports to DOLA using the State-provided forms. A list of the required reports, report templates, and due dates are posted to the DOLA CSBG Grantee Resources Page (https://dlg.colorado.gov/community-services-block-grant-csbg). DOLA may withhold payment(s) if such reports are not submitted timely.

7.7. Monitoring. The State shall monitor this Grant through review of submitted reports, sub-awards, and other documents as necessary or may also conduct on-site monitoring of the Grantee and/or Subrecipient, if applicable, to determine whether performance goals, administrative standards, financial management and other requirements of the CSBG Act and this Grant have been met.

7.8. Subrecipient Monitoring. Grantee shall monitor Subrecipient(s) annually during the term of this Grant. Documentation of monitoring results must be made available to the State upon request.

7.9. Mileage Reimbursement Protocol. Mileage reimbursements, when allowable, are capped at the per-mile rate approved by the IRS at the time of travel.

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EXHIBIT C - FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the 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.

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

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

2.1.13. "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 Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.14. "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 Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

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

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not

discriminate in favor of Executives and are available generally to all salaried employees;

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

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

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

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

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

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

3. **COMPLIANCE.**

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. **SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.**

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.Gov at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. **TOTAL COMPENSATION.**

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

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

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement 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. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. **EFFECTIVE DATE AND DOLLAR THRESHOLD FOR 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 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 Grantee is a Subrecipient, Grantee 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 Prime 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 Prime Recipient. A Subrecipient shall report to its Prime 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; and

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.

10. ACCESS TO RECORDS.

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

11. SINGLE AUDIT REQUIREMENTS.

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

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

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

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

12. GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

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 subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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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.

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

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

13. CERTIFICATIONS.

13.1. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

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

15. EVENT OF DEFAULT AND TERMINATION.

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

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

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

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

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

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

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

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OPTION LETTER #Insert # Here

SIGNATURE AND COVER PAGE

State Agency: Department of Local Affairs (DOLA)	**DLG Portal Number** Insert DLG Portal number for this Project	**Option Letter CMS Number** Insert CMS number for this Amendment
Grantee **Insert Grantee's Full Legal Name**	**Previous CMS #(s)** Insert CMS number for orig Agreement, and any prior chg docs	
Project Number and Name Insert DOLA's project number and name	**Grant Amount** Initial Award: $Insert orig award amt Option Letter ## and date effective/spendable: $0.00 Option Letter ## and date effective/spendable: $0.00 **Total Grant Amount: $Insert total award to date**	
DOLA CSBG Program Manager Alex Diaz, (303) 864-8423, (alex.diaz@state.co.us)		
DOLA CSBG Program Assistant Becky Saad, (303) 864-7894, (becky.saad@state.co.us)		
Funding Account Codes Enter CTGG1 number	**Program Name** Community Services Block Grant (Place here the DocuSign 1st Acctg Group Dropdown for "CSBG")	
Prior Grant Agreement Expiration Date Month Day, Year	**Current Grant Agreement Expiration Date** Month Day, Year	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

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

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

By: _____

Maria De Cambra, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Beulah Messick, DOLA Controller Delegate

Effective Date: _____

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1) **OPTIONS:** Choose all applicable options listed in §1 and in §2
   - ☐ a. Option to extend *(use this option for Extension of Time)*
   - ☐ b. Change in the maximum Grant Funds dollar amount within current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

   a. **For use with Option 1(a):** In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**.

   b. **For use with Option 1(b):** In accordance with **Section 7(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Total Grant Amount in the Summary of Terms and Conditions is hereby changed to **ending dollar amt**. The Budget table in **Section 4** of **Exhibit B** is deleted and is replaced with the following :

4.1.1. Project Budget

Funding Type	Line #	FFY (specify expiration date)	Previous Budget Line Amount	OL#1 Amount	Updated Budget Line Amount
Formulaic 202x	1	Program Year 202x - FORM -(1/1/202x -9/30/202x) (CSxxxx)	$0	$0	$ 0.00
Formulaic 202x	2	Program Year 202x - FORM - (1/1/202x -9/30/202x) (CSxxxx)	$0	$0	$ 0.00
Discretionary 202x	3	Program Year 202x - DISC - (1/1/202x -9/30/202x) (CSxxxx)	$0	$0	$ 0.00
		TOTALS	**$ 0.00**	**$ 0.00**	**$ 0.00**

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

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Official Chief Elected Official Authorization Form
Board Action taken on

9-5-2023
Date

Submission of this form indicates official action by the applicant's governing board authorizing application for these funds.

To the best of my knowledge and belief, statements and data in this application, including the attached tables and other documentation, are true and correct and the submission of same has been duly authorized by the governing body of the applicant/lead jurisdiction and other participating jurisdictions, if any.

Public Entities/Counties:

Signature, Chief Elected Official

Liz Smith
Name (typed or printed)

Acting Chair, Gunnison Co
Title Board of County Commissioners

9-26-2023
Date

Private Entities/COG's:

Signature, Governing Board
President/Chairperson

Name (typed or printed)

Title

Date

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OPTION LETTER #1

SIGNATURE AND COVER PAGE

State Agency: Department of Local Affairs (DOLA)	**DLG Portal Number** CSBG-24-026	**Option Letter CMS Number** 189077
Grantee Gunnison County	**Previous CMS #(s)** 188022	
Project Number and Name CSBG 24-026 - Gunnison County 2024-2026	**Grant Amount** Initial Award: $8,366.00 Option Letter #1 02/07/2024: $14,536.00 **Total Grant Amount: $22,902.00**	
DOLA CSBG Program Manager Alex Diaz, (303) 864-8423, (alex.diaz@state.co.us)		
DOLA CSBG Program Assistant Becky Saad, (303) 864-7894, (becky.saad@state.co.us)		
Funding Account Codes CTGG1 NLAA 202400003205	**Program Name** Community Services Block Grant (CSBG)	
Prior Grant Agreement Expiration Date September 30, 2027	**Current Grant Agreement Expiration Date** September 30, 2027	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

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

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

DocuSigned by:
By: _____
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Maria De Cambra, Executive Director

Date: 2/22/2024 | 4:52 PM MST

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
By: Beulah Messick - DOLA
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Beulah Messick, DOLA Controller Delegate

Effective Date: 2/25/2024 | 7:50 PM MST

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1) **OPTIONS:** Choose all applicable options listed in §1 and in §2

☐ a. Option to extend *(use this option for Extension of Time)*

☒ b. Change in the maximum Grant Funds dollar amount within current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:

a. Reserved for use with Option 1(a).

b. For use with Option 1(b): In accordance with **Section 7(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and **Gunnison County**, the State hereby exercises its option to increase Grant Funds awarded for this Project in an amount equal to **$14,536**, from **$8,366** to **$22,902**. The Total Grant Amount in the Summary of Terms and Conditions is hereby changed to **$22,902**. The Budget table in **Section 4** of **Exhibit B** is deleted and is replaced with the following :

4.1.1. Project Budget

Funding Type	Line #	FFY (specify expiration date)	Previous Budget Line Amount	OL#1 Amount	Updated Budget Line Amount
Formulaic 2024	1	Program Year 2024 - FORM -(1/1/2024 -9/30/2025) (CS2413)	$7,968	$13,844	**$21,812**
Discretionary 2024	2	Program Year 2024 – DISC - (1/1/2023 – 9/30/2024) - (CS2312)	$398	$0	**$ 398**
Discretionary 2024	3	Program Year 2024 - DISC - (1/1/2024 -9/30/2025) (CS2413)	$0	$692	**$ 692**
		TOTALS	**$8,366**	**$14,536**	**$22,902**

3) **Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or **February 07, 2024**, whichever is later.

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OPTION LETTER #2

SIGNATURE AND COVER PAGE

State Agency: Department of Local Affairs (DOLA)	**DLG Portal Number** CSBG-24-026	**Option Letter CMS Number** 190182
Grantee Gunnison County	**Previous CMS #(s)** 188022, 189077	
Project Number and Name CSBG 24-026 - Gunnison County 2024-2026	**Grant Amount** Initial Award: $8,366.00 Option Letter #1 02/25/2024: $14,536.00 Option Letter #2 03/28/2024: $10,362.00 **Total Grant Amount: $33,264.00**	
DOLA CSBG Program Manager Alex Diaz, (303) 864-8423, (alex.diaz@state.co.us)		
DOLA CSBG Program Assistant Becky Saad, (303) 864-7894, (becky.saad@state.co.us)		
Funding Account Codes CTGG1 NLAA 202400003205	**Program Name** Community Services Block Grant (CSBG)	
Prior Grant Agreement Expiration Date September 30, 2027	**Current Grant Agreement Expiration Date** September 30, 2027	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

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

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

DocuSigned by:
By: _____
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Maria De Cambra, Executive Director

Date: 4/16/2024 | 12:52 PM MDT

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
By: Beulah Messick - DOLA
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Beulah Messick, DOLA Controller Delegate

Effective Date: 4/22/2024 | 3:28 PM MDT

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1) **OPTIONS:** Choose all applicable options listed in §1 and in §2
   - ☐ a. Option to extend *(use this option for Extension of Time)*
   - ☒ b. Change in the maximum Grant Funds dollar amount within current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:

   a. Reserved for use with Option 1(a).

   b. For use with Option 1(b): In accordance with **Section 7(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and **Gunnison County**, the State hereby exercises its option to increase Grant Funds awarded for this Project in an amount equal to **$10,362**, from **$22,902** to **$33,264**. The Total Grant Amount in the Summary of Terms and Conditions is hereby changed to **$33,264**. The Budget table in **Section 4** of **Exhibit B** is deleted and is replaced with the following :

4.1.1. Project Budget

Funding Type	Line #	FFY (specify expiration date)	Previous Budget Line Amount	OL#2 Amount	Updated Budget Line Amount
Formulaic 2024	1	Program Year 2024 - FORM -(1/1/2024 -9/30/2025) (CS2426)	$21,812	$9,869	**$31,681**
Discretionary 2024	2	Program Year 2024 – DISC - (1/1/2023 – 9/30/2024) - (CS2312)	$398	$0	**$398**
Discretionary 2024	3	Program Year 2024 - DISC - (1/1/2024 -9/30/2025) (CS2413)	$692	$493	**$1,185**
		TOTALS	**$22,902**	**$10,362**	**$33,264**

3) **Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or **March 28, 2024**, whichever is later.

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OPTION LETTER #3

SIGNATURE AND COVER PAGE

State Agency: Department of Local Affairs (DOLA)	**DLG Portal Number** CSBG-24-026	**Option Letter CMS Number** 191582
Grantee Gunnison County	**Previous CMS #(s)** 188022, 189077, 190182	
Project Number and Name CSBG 24-026 - Gunnison County 2024-2026	**Grant Amount** Initial Award: $8,366.00 Option Letter #1 02/25/2024: $14,536.00 Option Letter #2 04/22/2024: $10,362.00 Option Letter #3 05/21/2024: $33,266.00 **Total Grant Amount: $66,530.00**	
DOLA CSBG Program Manager Becky Saad, (303) 864-7894, (becky.saad@state.co.us)		
DOLA CSBG Program Assistant TBD		
Funding Account Codes CTGG1 NLAA 202400003205	**Program Name** Community Services Block Grant (CSBG)	
Prior Grant Agreement Expiration Date September 30, 2027	**Current Grant Agreement Expiration Date** September 30, 2027	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

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

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

By: DocuSigned by: 0920A67707B9482...
Maria De Cambra, Executive Director

Date: 5/29/2024 | 9:29 AM MDT

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Beulah Messick - DOLA 090ACD88A721474...
Beulah Messick, DOLA Controller Delegate

Effective Date: 5/29/2024 | 1:54 PM MDT

DocuSign Envelope ID: A47B5EAF-DD52-4F97-BD20-D1E831154AAF

1) **OPTIONS:** Choose all applicable options listed in §1 and in §2
   - ☐ a. Option to extend *(use this option for Extension of Time)*
   - ☒ b. Change in the maximum Grant Funds dollar amount within current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:

   a. Reserved for use with Option 1(a).

   b. For use with Option 1(b): In accordance with **Section 7(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and **Gunnison County**, the State hereby exercises its option to increase Grant Funds awarded for this Project in an amount equal to **$33,266**, from **$33,264** to **$66,530**. The Total Grant Amount in the Summary of Terms and Conditions is hereby changed to **$66,530**. The Budget table in **Section 4** of **Exhibit B** is deleted and is replaced with the following:

4.1.1. Project Budget

Funding Type	Line #	FFY (specify expiration date)	Previous Budget Line Amount	OL#3 Amount	Updated Budget Line Amount
Formulaic 2024	1	Program Year 2024 - FORM -(1/1/2024 -9/30/2025) (CS2426)	$31,681	$31,682	**$63,363**
Discretionary 2024	2	Program Year 2024 – DISC - (1/1/2023 – 9/30/2024) - (CS2312)	$398	$0	**$ 398**
Discretionary 2024	3	Program Year 2024 - DISC - (1/1/2024 -9/30/2025) (CS2413)	$1,185	$1,584	**$2,769**
		TOTALS	**$33,264**	**$33,266**	**$66,530**

3) **Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or **May 21, 2024**, whichever is later.

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OPTION LETTER #4

SIGNATURE AND COVER PAGE

State Agency: Department of Local Affairs (DOLA)	**DLG Portal Number** CSBG-24-026	**Option Letter CMS Number** 193438
Grantee Gunnison County	**Previous CMS #(s)** 188022, 189077, 190182, 191582	
Project Number and Name CSBG 24-026 - Gunnison County 2024-2026	**Grant Amount** Initial Award: $8,366.00 Option Letter #1 02/25/2024: $14,536.00 Option Letter #2 04/22/2024: $10,362.00 Option Letter #3 05/29/2024: $33,266.00 Option Letter #4 08/30/2024: $672.00 **Total Grant Amount: $67,202.00**	
DOLA CSBG Program Manager Becky Saad, (303) 864-7894, (becky.saad@state.co.us)		
DOLA CSBG Program Assistant Harold Smith, (303) 864-8423, (harold.smith@state.co.us)		
Funding Account Codes CTGG1 NLAA 202400003205	**Program Name** Community Services Block Grant (CSBG)	
Prior Grant Agreement Expiration Date September 30, 2027	**Current Grant Agreement Expiration Date** September 30, 2027	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

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

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

DocuSigned by:
By: _____
0920A67707B9482...
Maria De Cambra, Executive Director

Date: 9/5/2024 | 4:54 PM MDT

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
By: Beulah Messick - DOLA
090ACD88A721474...
Beulah Messick, DOLA Controller Delegate

Effective Date: 9/11/2024 | 6:28 PM MDT

Docusign Envelope ID: AE130609-3E91-43F6-BEA4-38AA93297BB0

1) **OPTIONS:** Choose all applicable options listed in §1 and in §2
   - ☐ a. Option to extend *(use this option for Extension of Time)*
   - ☒ b. Change in the maximum Grant Funds dollar amount within current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:

   a. Reserved for use with Option 1(a).

   b. For use with Option 1(b): In accordance with **Section 7(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and **Gunnison County**, the State hereby exercises its option to increase Grant Funds awarded for this Project in an amount equal to **$672**, from **$66,530** to **$67,202**. The Total Grant Amount in the Summary of Terms and Conditions is hereby changed to **$67,202**. The Budget table in **Section 4** of **Exhibit B** is deleted and is replaced with the following:

4.1.1. Project Budget

Funding Type	Line #	FFY (specify expiration date)	Previous Budget Line Amount	OL#4 Amount	Updated Budget Line Amount
Formulaic 2024	1	Program Year 2024 - FORM -(1/1/2024 -9/30/2025) (CS2426)	$63,363	$640	**$64,003**
Discretionary 2024	2	Program Year 2024 – DISC - (1/1/2023 – 9/30/2024) - (CS2312)	$398	$0	**$ 398**
Discretionary 2024	3	Program Year 2024 - DISC - (1/1/2024 -9/30/2025) (CS2413)	$2,769	$32	**$2,801**
		TOTALS	**$66,530**	**$ 672**	**$67,202**

3) **Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or **August 30, 2024**, whichever is later.

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Docusign Envelope ID: 88268ED2-A902-4F29-A5AE-18D9ECABE737

OPTION LETTER #5

SIGNATURE AND COVER PAGE

State Agency: Department of Local Affairs (DOLA)	**DLG Portal Number** CSBG-24-026	**Option Letter CMS Number** 194537
Grantee Gunnison County	**Previous CMS #(s)** 188022, 189077, 190182, 191582, 193438	
Project Number and Name CSBG 24-026 - Gunnison County 2024-2026	**Grant Amount** Initial Award: $8,366.00 Option Letter #1 02/25/2024: $14,536.00 Option Letter #2 04/22/2024: $10,362.00 Option Letter #3 05/29/2024: $33,266.00 Option Letter #4 09/11/2024: $672.00 Option Letter #5 10/03/2024: $404.00 **Total Grant Amount: $67,606.00**	
DOLA CSBG Program Manager Becky Saad, (303) 864-7894, (becky.saad@state.co.us)		
DOLA CSBG Program Assistant Harold Smith, (303) 864-8423, (harold.smith@state.co.us)		
Funding Account Codes CTGG1 NLAA 202400003205	**Program Name** Community Services Block Grant (CSBG)	
Prior Grant Agreement Expiration Date September 30, 2027	**Current Grant Agreement Expiration Date** September 30, 2027	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

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

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

DocuSigned by:
By: _____
0920A67707B9482...
Maria De Cambra, Executive Director

Date: 10/15/2024 | 7:33 PM MDT

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
By: Beulah Messick - DOLA
090ACD88A721474...
Beulah Messick, DOLA Controller Delegate

Effective Date: 10/16/2024 | 7:51 PM MDT

Docusign Envelope ID: 88268ED2-A902-4F29-A5AE-18D9ECABE737

1) **OPTIONS:** Choose all applicable options listed in §1 and in §2

☐ a. Option to extend *(use this option for Extension of Time)*

☒ b. Change in the maximum Grant Funds dollar amount within current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:

a. Reserved for use with Option 1(a).

b. For use with Option 1(b): In accordance with **Section 7(A)** of the original Intergovernmental Grant Agreement Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and **Gunnison County**, the State hereby exercises its option to increase Grant Funds awarded for this Project in an amount equal to **$404**, from **$67,202** to **$67,606**. The Total Grant Amount in the Summary of Terms and Conditions is hereby changed to **$67,606**. The Budget table in **Section 4** of **Exhibit B** is deleted and is replaced with the following:

4.1.1. Project Budget

Funding Type	Line #	FFY (specify expiration date)	Previous Budget Line Amount	OL#5 Amount	Updated Budget Line Amount
Formulaic 2024	1	Program Year 2024 - FORM -(1/1/2024 -9/30/2025) (CS2426)	$64,003	$385	**$64,388**
Discretionary 2024	2	Program Year 2024 – DISC - (1/1/2023 – 9/30/2024) - (CS2312)	$398	$0	**$398**
Discretionary 2024	3	Program Year 2024 - DISC - (1/1/2024 -9/30/2025) (CS2413)	$2,801	$19	**$2,820**
		TOTALS	**$67,202**	**$404**	**$67,606**

3) **Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or **October 03, 2024**, whichever is later.

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amended Gunnison County Deputy County Attorney Emp

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The Board agrees to continue to employ Employee as the Deputy County Attorney, and Employee agrees to be employed as the Deputy County Attorney, pursuant to the terms and conditions of this Amended Agreement, beginning on January 1, 2025.

Fiscal Impact: Yes - HR & Finance have the info already

Submitted by: Donita Bishop **Submitter's Email Address:** dbishop@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 10/31/2024

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

Comments:
Legally sufficient. SO 10/17/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/17/2024 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/1/2024

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

Agenda Date: 11/5/2024

Revised April 2015

AMENDED GUNNISON COUNTY DEPUTY COUNTY ATTORNEY EMPLOYMENT AGREEMENT

THIS GUNNISON COUNTY DEPUTY COUNTY ATTORNEY EMPLOYMENT AGREEMENT is made and entered into this ____ day of November, 2024, by and between the Board of County Commissioners of the County of Gunnison, Colorado ("Board") and Alex San Filippo-Rosser ("Employee").

1. Employment as Deputy County Attorney. The Board agrees to continue to employ Employee as the Deputy County Attorney, and Employee agrees to be employed as the Deputy County Attorney, pursuant to the terms and conditions of this Amended Agreement, beginning on January 1, 2025 ("Effective Date").

2. Duties. Employee shall serve at the pleasure of the Board and under the direct supervision of the County Attorney, who shall have authority to oversee the work of Employee and to make employment decisions, including identification of tasks, allocation of time, discipline and termination. In the absence of the County Attorney, employee shall perform those duties specifically directed by the full Board, not individual members thereof, as well as such other duties that, in Employee's best professional judgment, are required to serve as an attorney for the County and to provide legal advice, representation and counsel to the County.

3. Personnel Policies and Procedures. Except as otherwise expressly set forth in this Agreement, the Personnel Policies and Procedures Manual of Gunnison County ("Personnel Policies") shall not apply to Employee.

4. Term. This Agreement shall remain in full force in effect from the Effective Date until terminated by the Employer or Employee as provided in Section 11, 12, or 13 of this Agreement.

5. Employee Benefits. During the period of employment, Employee shall be eligible for those benefits afforded full-time permanent Administrative Personnel of Gunnison County, including those set forth below:

a. Vacation. Employee shall begin employment with the same number of vacation or annual leave hours Employee has accrued pursuant to the Gunnison County Deputy County Attorney Employment Agreement entered into on April 5, 2022 ("2022 Agreement") and as of the date of the execution of this Agreement. Employee shall accrue vacation at 10 hours per month until such time as he would be eligible for increased accrual under Section 8 "Vacation" of the Gunnison County Personnel Policies or any future amendments thereto. Accruals will be allowed up to 336 hours, the

maximum accrual limit under County policy.

b. Sick Leave. The Employee shall begin employment with the same number of sick hours the Employee has accrued pursuant to the 2022 Agreement and as of the date of the execution of this Agreement. Upon execution of this Agreement, Employee shall accrue sick leave of 8 hours per month of employment. If, and only if, there is a voluntary resignation by Employee, Employee shall receive payment for accumulated sick leave up to a maximum of one-third of 720 hours (720 x .333).

c. Executive Leave. Employee shall have a total of 7 days (56 hours) of Executive Leave for the calendar year 2025 and each calendar year thereafter. Executive Leave shall not accrue further, nor shall it result in a payout at termination or retirement. Employee's use of such leave shall be documented in writing.

d. Retirement. As per County policy.

e. Cell Phone Reimbursement. Employee shall be eligible for a $75.00 per month cell phone reimbursement.

f. Health and Welfare Benefits. Employee shall be afforded access to all Health and Welfare Benefits per County policy.

g. County Holidays. Employee shall receive the benefit of all paid County Holidays as set forth by the Board of County Commissioners.

h. Continuing Legal Education. County shall reimburse Employee for the expenses associated with Continuing Legal Education ("CLE") courses required by Colorado Supreme Court in accordance with Section 10-9 of the Personnel Policies regarding Training, including tuition fees, meals, lodging and travel expenses. Such reimbursement shall not exceed One Thousand Five Hundred Dollars ($1,500) per calendar year.

i. Colorado Bar Dues. County shall reimburse Employee the fee(s) assessed by the Colorado Supreme Court to maintain an active license to practice law in the State of Colorado, except that the County shall not be responsible for any fees, charges or assessments related to Employee's failure to timely apply for or otherwise maintain a proper and active license to practice, including but not limited to any costs or expenses associated with any disciplinary investigation or action by the Colorado Bar in relation to Employee.

6. Compensation. During the period of employment, the Board agrees to pay Employee for Employee's services a base salary of One-hundred thousand thirty-nine, nine hundred fifty-nine dollars and zero cents ($139,959), commencing on January 1, 2025. This base salary is an $8,000 increase on the base salary from the 2022 Agreement after taking into account market wage adjustments through 2024.

7. Market Wage Adjustments. Continuing in 2025, Employee shall receive the same market wage adjustments as those afforded other top salaried tier County employees. For the avoidance of doubt, Employee shall be entitled to the foregoing market wage adjustment in 2025 notwithstanding and in addition to the eight thousand dollar ($8,000) pay increase set forth in Paragraph 6 of this Agreement.

8. Performance Evaluation. The County Attorney shall be responsible for reviewing and evaluating the performance of Employee at least annually.

9. Hours of Work. It is agreed by both parties that Employee is a professional hired to perform the duties specified and such other duties consistent with the job status, and that performance of these duties will at times require absence from the office, attendance at night meetings and work in excess of forty (40) hours per week. Employee shall not be eligible for compensation greater than that identified in this Agreement regardless of the number of hours worked each week. To that end, Employee is free to organize Employee's work schedule in such a fashion as to accommodate Employee's workload, but shall normally be present during the County's business hours.

10. Employee's Responsibilities.

a. Outside Employment. Employee shall not engage in any outside employment nor engage in any activity that creates an actual or potential conflict of interest with the County.

b. Ethical Responsibilities. Employee shall at all times timely observe and comply with all ethical and professional licensure and other standards and all other obligations imposed by constitution, statute or other provision of law and shall at all times conduct Employee's affairs in such a manner as to avoid a conflict of interest and in accordance with the duties and responsibilities outlined by the Board. Employee shall at all times during the period of employment, other than as expressly allowed herein, devote Employee's time, attention, knowledge and skills solely to the interests of the County. Failure to comply with this Paragraph 10(b), at the sole discretion of the County, may result in termination without Employee

receiving or otherwise being eligible for severance pay as described in Paragraph 11(b) of this Agreement. Such failure includes, but is not limited to, Employee's failure to obtain and maintain an active license to practice law in the State of Colorado.

c. Status as Employee. It is the intention of Board and Employee that Employee shall be a public employee and entitled to all of the protection and benefits of a public employee of Gunnison County pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

11. Termination of Employment by County.

a. Employment at Will. The employment relationship between Employee and the County is terminable at the will of the Board of County Commissioners at any time during the period of employment and nothing in this Agreement shall be interpreted or construed to prevent, limit or otherwise interfere with the right of the Board of County Commissioners to terminate the employment relationship at any time for any reason or for no reason at all.

b. Severance Pay. If the employment relationship is terminated by the County Attorney at any time during the period of employment and Employee is ready, willing and able to perform the duties of Deputy County Attorney, the County shall provide Employee severance pay in the amount equal to three (3) months base pay, plus benefits, at the rate of Employee's pay and benefits at the time of termination, or the rate of Employee's average base pay for the preceding twenty-four (24) month period, whichever is greater, **except** if the relationship is terminated for breach of this agreement, nonperformance or unacceptable performance of work, or for violation of any law, ethical or professional standard or other obligation imposed by constitution, statute or other provision of law, there shall be no severance pay.

12. Termination by Resignation of Employee. During the period of employment, Employee may, at any time following thirty (30) days written notice to the County, resign from employment with the County and terminate this Agreement. If Employee resigns from employment with the County, the severance pay provisions of this Agreement shall not apply.

13. Termination of Agreement due to Disability of Employee. If Employee becomes permanently disabled or is prevented by accident, sickness, injury or other mental or physical incapacity from performing the essential functions of the Deputy

County Attorney position, or accommodation of the disability or incapacity would impose undue hardship on the County, the County may terminate the employment relationship and provide severance pay to Employee pursuant to Section 11(b) of this Agreement.

14. Entire Agreement. This Agreement constitutes the entire Agreement of the County and Employee and supersedes any and all negotiations relating to the subject matter hereof. Upon the Effective Date, all such prior agreement(s) shall be deemed to be null, void and otherwise terminated by the parties.

15. Venue and Choice of Law. It is expressly understood and agreed that in the event of any dispute between the County and Employee arising under this Agreement, Colorado law shall control to the extent that it is not superseded by any applicable federal law. Venue for such a dispute shall exclusively lie in the court(s) of the State of Colorado located in Gunnison County, Colorado.

16. Signatures and Counterparts. This Agreement may be executed in counterparts, each of which is hereby deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronically imaged signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Board and Employee have executed this Agreement as of the day and date as first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

_____
Jonathan Houck, Chairperson

EMPLOYEE

_____
Alex San Filippo-Rosser
Deputy County Attorney

ATTEST:

_____
Deputy County Clerk

GUNNISON COUNTY DEPUTY COUNTY ATTORNEY
EMPLOYMENT AGREEMENT

THIS GUNNISON COUNTY DEPUTY COUNTY ATTORNEY EMPLOYMENT AGREEMENT is made and entered into this 5th day of April, 2022 ("Effective Date"), by and between the Board of County Commissioners of the County of Gunnison, Colorado ("Board") and Alex San Filippo-Rosser ("Employee").

1. Employment as Deputy County Attorney. The Board agrees to employ Employee as the Deputy County Attorney, and Employee agrees to be employed as the Deputy County Attorney, pursuant to the terms and conditions of this Agreement, beginning on April 5, 2022.

2. Duties. Employee shall serve at the pleasure of the Board and under the direct supervision of the County Attorney, who shall have authority to oversee the work of Employee and to make employment decisions, including identification of tasks, allocation of time, discipline and termination. In the absence of the County Attorney, employee shall perform those duties specifically directed by the full Board, not individual members thereof, as well as such other duties that, in Employee's best professional judgment, are required to serve as an attorney for the County and to provide legal advice, representation and counsel to the County.

3. Personnel Policies and Procedures. Except as otherwise expressly set forth in this Agreement, the Personnel Policies and Procedures Manual of Gunnison County ("Personnel Policies") shall not apply to Employee.

4. Term. This Agreement shall remain in full force in effect from the Effective Date until terminated by the Employer or Employee as provided in Section 11, 12, or 13 of this Agreement.

5. Employee Benefits. During the period of employment, Employee shall be eligible for those benefits afforded full-time permanent Administrative Personnel of Gunnison County, including those set forth below:

a. Vacation. Employee shall begin employment with the same number of vacation or annual leave hours Employee has accrued pursuant to Gunnison County Assistant County Attorney Employment Agreement entered into on March 4, 2021 ("ACA Agreement") and as of the date of the execution of this Agreement. Employee shall accrue vacation at 10 hours per month until such time as he would be eligible for increased accrual under Section 8 "Vacation" of the Gunnison County Personnel Policies or any future amendments thereto. Accruals will be allowed up to 336 hours,

the maximum accrual limit under County policy.

b. Sick Leave. The Employee shall begin employment with the same number of sick hours the Employee has accrued pursuant to the ACA Agreement and as of the date of the execution of this Agreement. Upon execution of this Agreement, Employee shall accrue sick leave of 8 hours per month of employment. If, and only if, there is a voluntary resignation by Employee, Employee shall receive payment for accumulated sick leave up to a maximum of one-third of 720 hours (720 x .333).

c. Executive Leave. Employee shall have a total of 7 days (56 hours) of Executive Leave for the calendar year 2022 and each calendar year thereafter. Executive Leave shall not accrue further, nor shall it result in a payout at termination or retirement. In addition, any executive leave that Employee received pursuant to the ACA Agreement is hereby rescinded and no longer afforded to Employee upon execution of this agreement. Employee's use of such leave shall be documented in writing.

d. Retirement. As per County policy.

e. Cell Phone Reimbursement. Employee shall be eligible for a $75.00 per month cell phone reimbursement.

f. Health and Welfare Benefits. Employee shall be afforded access to all Health and Welfare Benefits per County policy.

g. County Holidays. Employee shall receive the benefit of all paid County Holidays as set forth by the Board of County Commissioners.

h. Continuing Legal Education. County shall reimburse Employee for the expenses associated with Continuing Legal Education ("CLE") courses required by Colorado Supreme Court in accordance with Section 10-9 of the Personnel Policies regarding Training, including tuition fees, meals, lodging and travel expenses. Such reimbursement shall not exceed One Thousand Five Hundred Dollars ($1,500) per calendar year.

i. Colorado Bar Dues. County shall reimburse Employee the fee(s) assessed by the Colorado Supreme Court to maintain an active license to practice law in the State of Colorado, except that the County shall not be responsible for any fees, charges or assessments related to Employee's failure to timely apply for or otherwise maintain a proper and active license to practice, including but not limited to any costs or expenses associated with any disciplinary investigation or action by the Colorado Bar in relation

to Employee.

j. Moving Expenses. Employee shall receive a one-time payment of two thousand dollars ($2,000) to reimburse Employee for moving expenses Employee incurred in 2021.

6. Compensation. During the period of employment, the Board agrees to pay Employee for Employee's services a base salary of One-hundred Eighteen thousand dollars and zero cents ($118,000). The compensation and other terms of this Agreement shall be reviewed by the parties no sooner than March 1, 2024.

7. Market Wage Adjustments. Starting in 2023, Employee shall receive the same market wage adjustments as those afforded other top salaried tier County employees.

8. Performance Evaluation. The County Attorney shall be responsible for reviewing and evaluating the performance of Employee at least annually.

9. Hours of Work. It is agreed by both parties that Employee is a professional hired to perform the duties specified and such other duties consistent with the job status, and that performance of these duties will at times require absence from the office, attendance at night meetings and work in excess of forty (40) hours per week. Employee shall not be eligible for compensation greater than that identified in this Agreement regardless of the number of hours worked each week. To that end, Employee is free to organize Employee's work schedule in such a fashion as to accommodate Employee's workload, but shall normally be present during the County's business hours.

10. Employee's Responsibilities.

a. Outside Employment. Employee shall not engage in any outside employment nor engage in any activity that creates an actual or potential conflict of interest with the County.

b. Ethical Responsibilities. Employee shall at all times timely observe and comply with all ethical and professional licensure and other standards and all other obligations imposed by constitution, statute or other provision of law and shall at all times conduct Employee's affairs in such a manner as to avoid a conflict of interest and in accordance with the duties and responsibilities outlined by the Board. Employee shall at all times during the period of employment, other than as expressly allowed herein, devote

Employee's time, attention, knowledge and skills solely to the interests of the County. Failure to comply with this Paragraph 10(b), at the sole discretion of the County, may result in termination without Employee receiving or otherwise being eligible for severance pay as described in Paragraph 11(b) of this Agreement. Such failure includes, but is not limited to, Employee's failure to obtain and maintain an active license to practice law in the State of Colorado.

c. Status as Employee. It is the intention of Board and Employee that Employee shall be a public employee and entitled to all of the protection and benefits of a public employee of Gunnison County pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

11. Termination of Employment by County.

a. Employment at Will. The employment relationship between Employee and the County is terminable at the will of the Board of County Commissioners at any time during the period of employment and nothing in this Agreement shall be interpreted or construed to prevent, limit or otherwise interfere with the right of the Board of County Commissioners to terminate the employment relationship at any time for any reason or for no reason at all.

b. Severance Pay. If the employment relationship is terminated by the County Attorney at any time during the period of employment and Employee is ready, willing and able to perform the duties of Deputy County Attorney, the County shall provide Employee severance pay in the amount equal to three (3) months base pay, plus benefits, at the rate of Employee's pay and benefits at the time of termination, or the rate of Employee's average base pay for the preceding twenty-four (24) month period, whichever is greater, **except** if the relationship is terminated for breach of this agreement, nonperformance or unacceptable performance of work, or for violation of any law, ethical or professional standard or other obligation imposed by constitution, statute or other provision of law, there shall be no severance pay.

12. Termination by Resignation of Employee. During the period of employment, Employee may, at any time following thirty (30) days written notice to the County, resign from employment with the County and terminate this Agreement. If Employee resigns from employment with the County, the severance pay provisions of this Agreement shall not apply.

13. Termination of Agreement due to Disability of Employee. If Employee becomes permanently disabled or is prevented by accident, sickness, injury or other mental or physical incapacity from performing the essential functions of the Deputy County Attorney position, or accommodation of the disability or incapacity would impose undue hardship on the County, the County may terminate the employment relationship and provide severance pay to Employee pursuant to Section 11(b) of this Agreement.

14. Entire Agreement. This Agreement constitutes the entire Agreement of the County and Employee and supersedes any and all negotiations relating to the subject matter hereof. This Agreement also supersedes the Gunnison County Assistant County Attorney Employment Agreement entered into on March 4, 2021 ("ACA Agreement"). Upon execution of this Agreement, the ACA Agreement shall be deemed to be null, void and otherwise terminated by the parties.

15. Venue and Choice of Law. It is expressly understood and agreed that in the event of any dispute between the County and Employee arising under this Agreement, Colorado law shall control to the extent that it is not superseded by any applicable federal law. Venue for such a dispute shall exclusively lie in the court(s) of the State of Colorado located in Gunnison County, Colorado.

16. Signatures and Counterparts. This Agreement may be executed in counterparts, each of which is hereby deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronically imaged signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Board and Employee have executed this Agreement as of the day and date as first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Jonathan Houck, Chairperson

ATTEST:

Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

EMPLOYEE

Alex San Filippo-Rosser
Deputy County Attorney

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Concierge Nurse N

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: 01/01/25 **Term Ends:** **Grant Contract #:**

Summary:

For the 2025 benefit plan year, we would like to engage concierge nurse navigator to provide their partnership in assuring the best cost and quality care for our employees as well as guided assistance from a certified nurse.

Fiscal Impact: $32,000

Submitted by: Lauren Trautz **Submitter's Email Address:** ltrautz@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim Discharge Date: 10/14/2024

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

Comments:
Legally sufficient. SO 10/17/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/17/2024 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/29/2024

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

Agenda Date: 11/5/2024

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 1st day of January 2025, 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 Concierge Nurse Navigators, LLC, , whose address is 1084 Walnut Blvd, Ashtabula, Ohio "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 reasonably 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 January 1, 2026, unless sooner terminated or replaced as provided in this Agreement.

3. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed $15.00 per employee per month. Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

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

4. INSURANCE.

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

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

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

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

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

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

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

5. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Neither Party has any authority to bind the other in any manner whatsoever other than to the obligations set forth in this Agreement.

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

6. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

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

7. INDEMNIFICATION.

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

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

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

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

8. DISCRIMINATION.

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

9. PANDEMICS.

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

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

11. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.

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

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

d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly

and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon sixty (60) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the

compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

14. WARRANTIES.

Contractor represents and warrants to the County as follows:

a. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

b. 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.

c. 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.

d. 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.

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

15. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

16. NO THIRD-PARTY BENEFICIARY.

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

17. CONFLICT OF INTEREST.

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

18. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by 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.

19. NOTICES.

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

Gunnison County: 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: Concierge Nurse Navigators, LLC
1084 Walnut Blvd.
Ashtabula, Ohio

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

20. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. 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.

21. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not

directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

22. 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.

23. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

Contractor shall maintain for a minimum of three (3) years if the contract is in effect minimum of one (1) year if the contract has terminated, 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 seven (7) days' 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 by Concierge Nurse Navigators, LLC negligence as the result of any such data breach.

24. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and

understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., C.R.S. § 24-72-201 *et seq.*

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

[*OR COUNTY MANAGER SIGNATURE*]

CONTRACTOR

By: Casey Billington
Casey Billington (Oct 17, 2024 06:42 EDT)

Its: Chief Clinical Officer

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Purpose
The purpose of this Scope of Services document is to outline the comprehensive range of services provided by our Concierge Nurse Navigators Program to Plan Sponsors and their Plan Members. CNN's Services are designed to assist the Plan Sponsor in enhancing the quality of care, facilitate treatment decision-making and ultimately improve health outcomes of Plan Members, and directly impacting claims costs.

Program Goals are; Assisting Plan Sponsors:

a. To improve the overall health and well-being of Plan Members with complex diseases.
b. To provide guidance and education on treatment options.
c. By providing access to providers to assist Plan Members in obtaining second opinions from specialists.
d. To ensure Plan Members understand the communication from healthcare providers.
e. To enhance the Plan Member's understanding of their condition and treatment plan.

Concierge Service Components

a. One-Time Onsite Implementation and Trust Building with the Concierge Nurse Assigned to Plan Members. (Additional travel needs may be at the expense of the Plan Sponsor)
b. Initial Assessment and Care Plan Development with Leadership.
c. In-depth review of the Plan Member's medical history, current condition and treatment needs to assist Plan Member in understanding the information therein contained and to make informed decisions.
d. Assisting Plan Members to development of a personalized care plan tailored to the Plan Member's unique needs and goals.
e. Identification and communication to Plan Members of High-Quality alternative Site of Care options for surgery, procedures, and infusions.
f. Provide education related to current insurance plan offering in addition to any other programs that may be available.
g. Identify and communicate to Plan Sponsors local/regional high-quality Providers to partner and contract with after appropriate validation is completed.

Second Opinion Assistance

a. Facilitation of second opinions by providing access to and connecting Plan Members with renowned specialists virtually or in-person.

b. Assisting Plan Members with coordination of medical records and test results for the second opinion Provider.
c. Assisting Plan Member in understanding and interpreting the second opinion.
d. Support for Plan Members in discussing treatment options with the primary healthcare team.

Ongoing Case Management & Prescription Drug Cost Containment

a. Assist Plan Member with monitoring of the Plan Member's condition and adherence to the care, both medically & pharmaceutically.
b. Claims review for Rx impact opportunities such as sourcing, Plan Member assistance and site of care alternatives.
c. Plan Member Medication education and coordination with PBM care team.
d. Communication with the Plan Member and their family.
e. Plan Member Emotional and psychosocial support.
f. Plan Member caregiver support.

Education and Treatment Options for Plan members to make informed decisions

a. Education on the nature of the complex disease, its progression, and potential complications.
b. Explanation of available treatment options, including benefits and risks.
c. Assistance in making informed decisions regarding treatment choices.
d. Support for exploring alternative or complementary therapies when appropriate.
e. Assistance in understanding current insurance coverage and costs.

Conclusion

Our Nurse Case Management Program is committed to providing access to comprehensive patient-centered care for Plan Members facing complex diseases. We aim to assist Plan Sponsors to improve patient outcomes, enhance the quality of life, and support informed decision-making regarding treatment options and second opinions. By leveraging the expertise of our dedicated nurse case managers, we strive to empower Plan Members on their healthcare journey.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Harm Reduction Grant Fund; RFA

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Colorado Department of Public Health and Enviornment

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

Summary:

we currently have had this funding for 4 years. This is the new 5 year grant cycle for harm reduction

Fiscal Impact:

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

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 10/31/2024

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

Comments:
Legally sufficient. SO 10/30/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/30/2024 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/1/2024

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

Agenda Date: 11/5/2024

Revised April 2015

COLORADO
Department of Public Health & Environment

HARM REDUCTION GRANT FUND (HRGF) APPLICATION COVER SHEET & SIGNATURE PAGE
Attachment A

RFA Number:	**29157030**	**F.E.I.N.:**	84-6000770
Submit Electronic Applications to CDPHE Program Contact:	Sam Bourdon Harm Reduction Grant Fund Manager sam.bourdon@state.co.us	**UEI Number:**	NSN9FAGKEDJ9
RFA Submission Deadline:	November 11, 2024 5:00 p.m. (Mountain Time) Applicants are responsible for ensuring timely receipt.	**Funds Requested:**	$299,684

Type of Agency:

- Local Public Health Agency (LPHA)
- Community-Based Non-Profit Organization
- Tribal agencies or programs
- Federally qualified health centers (FQHCs)
- Rural Health Clinics
- Behavioral health entities
- Law enforcement agencies

Geographic Area Served by the Project-City or County Name(s):

Gunnison County

Do you plan to request approval for Advance Payment?:	• **Yes**	• **No**

Organization Information

Typed/Printed Name of Signatory: Jonathan Houck
Title: Board of County Commissioner – Chairman

Email: jhouck@gunnisocounty.org	**Phone Number:** 970-275-9625
Authorized Signature:	**Date:**
Original signature (in ink or digital) acknowledges acceptance of all terms and conditions of the solicitation.	
Organization Name: Gunnison County	
Address: 200 East Virginia Ave.	
Organization Director Name: Kari Commerford, Director of Juvenile Services (If not signatory)	
Phone number: 970-642-7393	**Email: kcommerford@gunnisoncounty.org**
Organization Fiscal Officer Name: Jody Wise (If not signatory)	
Phone number: 970-641-7679	**Email: jwise@gunnisocounty.org**

IMPORTANT: The following information must be referenced in the subject line of the email submission:

>RFA #29157030, organization name<

Applicants are urged to read the solicitation document thoroughly before submitting an application. **THIS PAGE MUST BE COMPLETED, SIGNED and dated (in ink or digitally) AND RETURNED WITH RESPONSE**

Harm Reduction Grant Fund
RFA #29157030
APPLICANT CHECKLIST

1. ☐**Attachment A:** CDPHE RFA Cover Sheet and Signature Page (must be signed and dated with a wet ink signature or digitally)

2. ☐**Attachment B:** Applicant Checklist (this document)

3. ☐**Attachment C:** Contact Information Form

4. ☐**Attachment D:** Application Narrative Template

5. ☐**Attachment E:** 12 Month Project Budget or **Attachment F:** Advance Payment 12 Month Project Budget

6. ☐**Google Form: Financial Risk Assessment Questionnaire**

7. ☐**Letters of support- required if the following situations apply:**
   - If the applicant is including subcontractor(s) in the budget and narrative to complete a portion of the proposed work, the applicant must include letter(s) of support from the subcontracting organization.
   - The applicant is proposing a new syringe access program and is neither a licensed health facility or has no prior experience operating a syringe access program. In this case a letter of support or proof of formal approval from the Board of Health or Board of County Commissioners is required per Colorado Revised Statute 25-1-520.

Documents For Applicant Review Only-these documents do not need to be included in the application packet.

1. **Optional Intent to Apply** (Google Form)
2. **Evaluation Scoring Sheet** – This is the evaluation scoring sheet that will be used to score all applications.
3. **Criteria For Advanced Payment**
4. **Advance Payment Grantee Summary**
5. **CDPHE Business Documents** detail the rules and expectations for the RFA process and outlines the terms and conditions that typically appear in State of Colorado contracts.

COLORADO
Prevention Services Division
Department of Public Health & Environment

Contracts Unit Contact Form

Institution/Organization to complete this form to provide point of contact for contracting purposes.

If the Institution/Organization is a Local Public Health Agency (LPHA), the contract packet will be routed to the negotiated email address(es) for the LPHA. Any additional LPHA recipient(s) should be identified below and will receive a cc.

▼ **The section below is to be completed by the Institution/Organization Personnel** ▼

Institution / Organization's Information	
Entity's Legal Name (include DBA, if applicable)	Gunnison County
Entity's Physical Address	200 East Virginia Ave. Gunnison, CO 81230
Entity's Mailing Address, if different from Physical Address	
Phone Number	970-642-7393
Unique Entity Identifier (UEI) (required if receiving federal fund(s))	NSN9FAGKEDJ9
Employer Identification Number (EIN)	84-6000770
Primary Email Address for DocuSign *	jhouck@gunnisoncounty.org
Email Address(s) to be listed as CC in DocuSign (optional)	kcommerford@gunnisoncounty.org

*** Must select one:**

☐ The email address listed above is a central email address or belongs to an individual that does not have signature authority for the Institution/Organization; DocuSign envelope will be reassigned to signing authority.

X☐ The email address listed above is the signing authority for the Institution/Organization. The Program Contact / Principal Investigator, listed below, should be cc in the DocuSign workflow.

Institution / Organization's Contract Administrator (This individual serves as the point of contact for administrative duties like routing the contract and helping CDPHE with program-related issues.)	
Name	Joni Reynolds
Phone	970-641-7940
Email	jreynolds@gunnisoncounty.org

Institution / Organization's Program Contact / Principal Investigator (This individual will be listed on the institution/organization contract's cover page, have in-depth knowledge of the project or program, and responsible of completing the work in accordance with the terms of the contract.)	
Name	Kari Commerford
Position Title	Director of Juvenile Services
Phone	970-642-7393
Email	kcommerford@gunnisoncounty.org

Institution / Organization's Financial Contact (This individual serves as the point of contact for questions and assistance with financial matters, such as billing and invoicing.)	
Name	Jody Wise
Phone	970-641-7679
Email	jwise@gunnisoncounty.org

Institution / Organization's Signature Authority (This individual is authorized to sign on behalf of the Institution/Organization.)	
Name	Jonathan Houck
Position Title **	Board of County Commissioners – Chairman
Phone	970-275-9625
Email	jhouck@gunnisoncounty.org

** Signature of an individual with a position title that is not listed on the accepted signature authority list requires a Signature Authority Letter placed on the entity's letter head and signed ***.

Accepted signature authorities by entity type are as follows:

- Corporation: President, Chief Executive Officer (CEO), Vice-President, Board of Directors Chairperson, or Executive Director
- Partnership (General or Limited): General Partner
- Limited Liability Company (LLC): Manager
- Sole Proprietorship: Owner/ Contractor
- Individual using trade name: Owner/Contractor

Accepted signature authorities for agencies are as follows:

- Institutions of Higher Education (IHE): President, Chancellor, State Controller, Individuals with a delegation agreement with the State Controller (i.e. Chief Financial Officer, Agency Controller, Chief Procurement Officer)

- Agencies: Individuals with final executive authority for an Agency (regardless of title), Individuals with a delegation agreement with the State Controller (i.e. Chief Financial Officer, Agency Controller, Chief Procurement Officer)
- Government: Individual given actual authority based on governmental resolution.
    - Counties – Board of County Commissioners Chairperson or Executive Director
    - County or District Board of Health – Board of Health President or Executive Director
    - County or District Board of Social Services – Board of Social Services Chairperson
    - Cities and Towns – Mayor
    - Cities and Towns – City Manager (if city manager structure)
    - School District – School District Superintendent

***** Sample language for Signature Authority Letter:**

(Insert name of entity) exists as a non-profit corporate entity and as such does not have a President or Vice-President, but instead is governed by a Board of Directors. In addition, **(insert name of entity)** operates under the leadership of **(insert name of individual signing the contract),** our Chief Operating Officer (COO). **(Insert name of individual signing the contract)** has the authority to sign contracts on behalf of **(insert name of entity)** which are binding.

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION– 12 MONTH BUDGET WITH JUSTIFIC

Original Contract Routing #

Contractor Name	Gunnison County	**Program Contact Name, Title, Phone and Email**
Budget Period	July 1, 2025 - June 30, 2026	**Fiscal Contact Name, Title, Phone and Email**
Project Name	Grasp Consortium	**Contract (CT or PO) Number**

Expenditure Categories			
Personal Services Salaried Employees			
Position Title	**Description of Work**	**Gross or Annual Salary**	**Fringe**
Program Manager- Public Health Clinical Nurse Manager	Assists in completing grant required activities and fiscal oversight. Additional personnel costs are covered by Gunnison County and other grant funding	$ 105,000.00	$ 40,000.00
JS Director	Oversees educational/training and educational support for professional development in partnership with community organizations.	$ 145,000.00	$ 10,000.00

Version 6.2024

CATION FORM

Kari Commerford, Director, 970-642-7393 kcommerford@gunnisoncounty.or
Jody Wise, Grants Finance, 970-641-7679 jwise@gunnisoncounty.org

Percent of Time on	Total Amount Requested from	
10.0%	$	14,500.00
5.0%	$	7,750.00
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-

Personal Services Hourly Employees			
Position Title	**Description of Work**	**Hourly Wage**	**Hourly Fringe**
Program Supervisor	Coordinates consortium meetings and sub-groups. Takes notes, sends emails and convenes stakeholders. Completes all required grant reports and helps with fiscal oversight. Oversees community partnerships.	$ 36.00	$ 12.00
SUD Nurse	Works to sustain and build support for harm reduction services, helps implement harm reduction strategies and keep harm reduction machines supplies. Work with MAT services and detention center to provide testing and education on site.	$ 44.00	$ 8.00
Juvenile Services Data Coordinator	Works with the hospital, legal system and mental health system in order to align data collection and referral processes. Tracks community level outcomes and trends. We have additional funding to support this position. Work with the state to access and report on the amount of prescription drugs prescribed and trends.	$ 36.00	$ 8.00
Total Personal Services (including fri			
Supplies & Operating Expenses			
Item	**Description of Item**		**Rate**

Total # of Hours on Project	Total Amount Requested from CDPHE
1560.0	$ 74,880.00
780.0	$ 40,560.00
520.0	$ 22,880.00
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
nge benefits)	**$ 160,570.00**

Quantity	Total Amount Requested from CDPHE

Consortium meeting meals	Coalition meetings are held over the lunch hour in order to allow for participation. Meals are requested to incentivize attendance and participation of non-staff coalition members. Ten anticipated coalition meetings for 25 people x $14/pp	$ 350.00
harm reduction supplies	Funds to support harm reduction strategies - may include costs associated with narcan trainings, distribution, vending machines, needle disposal, Safer use equipment, test strips.	$ 600.00
Education/Training	Evidence based behavioral health training to increase provider skill and knowledge as it relates to the HRGF grant program including Certified Addiction Counseling , Substance use and opioid use disorder trainings, motivational interviewing, Cognitive Behavioral Therapy (CBT), harm reduction, and trauma informed services. Funds to support training costs for four events--trainer costs, venue reservation, continuing education credits and meals if held during breakfast, lunch, or dinner hours.	$ 1,000.00
		Total Supplies

10.0	$	3,500.00
12.00	$	7,200.00
8.00	$	8,000.00
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
& Operating	**$**	**18,700.00**

Travel

Item	Description of Item	Rate
professional development	In-state or Out of state travel to support attendance at the Drug Policy Reform Conference or similar conference . Flights x 3 ($500) = $1,500; lodging 4 nights x $200 x 3 = $3,200; perdiem $65 x4 x3 = $780; ground transportation = $190.	$ 1,890.00

Contractual

Subcontractor Name	Description of Item	Rate
Probation incentive support	Support for individuals involved in probation who are at risk for continued substance use, overdose or other public health concerns to increase participation in recovery drug court and/or individualized recovery - not to exceed $625 per person.	$ 625.00
University education-CAS/LAC	Funds to support local liscensed addiction professionals to become certified by the Behavioral Health Adminstration to provide courses for Certified Addiction Specialists and Certified Addiction Counselors.	$ 5,000.00
WCU harm reduction specialist	Funds to support a Harm Reduction position on Western Colorado University campus. This position will implement harm reduction services and education on campus. Western Colorado University will contribute additional funds to support this position.	$ 20,000.00

Quantity	Total Amount Requested from
3.0	$ 5,670.00
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Travel	**$ 5,670.00**

Quantity	Total Amount Requested from
12.0	$ 7,500.00
4.0	$ 20,000.00
1.0	$ 20,000.00

Bilingual Peer Supports - TBD	Peer Support Specialist $40,000- Connects with individuals who are actively using substances and are interfacing with judicial system, law enforcement, detention center, ER or hospital services in order to build support and help navigate across systems.	$ 40,000.00
	Total	
	SUB-TOTAL OF DI	
	Indirect	
Item	**Description of Item**	
Federally-Negotiated		
CDPHE-Negotiated Indirect Cost Rate	CDPHE CY2023 rate of 16% total Direct Costs excluding capital expenditures, rent a participant incentives. Gunnison elects to assess a lessor rate of 10% Total Direct C excluding capital expenditures, rent and participant incentives for this contract	
De minimis Indirect Cost		
	To	

	1.0	$ 40,000.00
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
Contractual		$ 87,500.00
RECT COSTS		$ 272,440.00
		Total Amount
nd osts		$ 27,244.00
otal Indirect		$ 27,244.00
TOTAL		$ 299,684.00

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH SAMPLE BUDGET WITH JUS

Original Contract Routing #16 FHLA 74469

Contractor Name	ABC Health Center	**Program Contact Name, Title, Phone and Email**
Budget Period	7/1/18-6/30/19	**Fiscal Contact Name, Title, Phone and Email**
Project Name	XYZ Project	**Contract (CT or PO) Number**

Expenditure Categories			
Personal Services Salaried Employees			
Position Title	**Description of Work**	**Gross or Annual Salary**	**Fringe**
Principal Investigator	The Principal Investigator will provide project oversight to include strategic planning and visioning, project management, budget oversight and oversight of future implementation strategies of the XYZ project.	$ 85,000.00	$ 21,250.00
Project Manager	The project manager will provide overall coordination and oversight of the XYZ program, assisting with staffing and training and ensuring continuous communication between project stakeholders.	$ 65,000.00	$ 16,250.00
Finance Manager	This position provides day to day management of funds and contracts through budget and reimbursement request preparation, coordinating and approving budget adjustments and revisions as necessary.	$ 36,000.00	$ 7,920.00
Personal Services Hourly Employees			

STIFICATION FORM

Jane Smith, Executive Director, 303-888-5555, jane.smith@abchealthctr.org
John Williams, Finance Director, 303-888-5556, john.williams@abchealthctr.org
CT,FHLA,2018*0123

Percent of	Total Amount Requested from
40.0%	$ 42,500.00
100.0%	$ 81,250.00
20.0%	$ 8,784.00

Position Title	Description of Work	Hourly Wage	Hourly Fringe
Student Worker	A graduate student worker (PhD candidate) will be hired to assist with project operations and evaluation activities as assigned for a period of 12 months and approximately 1000 hours.	$ 22.50	$ 5.63
Administrative Assistant	Administrative project support (copies, answering	$ 15.00	$ 3.75
			Total Personal Services (including fri

Supplies & Operating Expenses

Item	Description of Item	Rate
Telephone lines/long	Telephone service, long distance and internet access.	$ 206.32
Public education visual aids	10 unique visual displays to provide education to community members on the health effects of cardiovascular disease. Approximate unit cost per visual display is $50.	$ 50.00
Postage	Mailing of postcards to seniors (500 in database, $.25/postcard) announcing health prevention workshops.	$ 0.25
Copying/Printing	Printing of postcards ($1.50 for color x 500)	$ 1.50
Office supplies	Copy paper for the project (5 reams @ $22/ream)	$ 22.00
		Total Supplies

Total # of Hours on Project	Total Amount Requested from CDPHE
1040.0	$ 29,255.20
520.0	$ 9,750.00
nge benefits)	**$ 171,539.20**

Quantity	Total Amount Requested from
2.4	$ 495.17
10.00	$ 500.00
500.00	$ 125.00
500.00	$ 750.00
5.00	$ 110.00
& Operating	**$ 1,980.17**

Travel

Item	Description of Item	Rate
Mileage	Principal investigator will attend two (2) mandatory trainings in Denver. Round trip is approximately 300 miles x 2 trips = 600 miles. Agency reimbursement rate is $.56/mile.	$ 0.56
Meals	Principal investigator will attend two (2) mandatory trainings in Denver. Meal estimate is based on current government per diem rate for Denver: Travel day per diem reimbursement at $49.50 and full day reimbursement at $66.00. Costs represent two days of travel per diem and two days of full per diem for each training since meals will not be provided. (2 x $49.50) + (2 x $66) = $99 + $132 = $231/per training, per person.	$ 231.00
Lodging	Overnight stay for Principal Investigator to attend two mandatory meetings in Denver. Estimate is based on current government per diem rate for Denver. $149/night x 3 nights x 2 trainings	$ 149.00
Parking	Parking in downtown Denver for two mandatory meetings - $10/day x 6 days.	$ 10.00

Contractual

Subcontractor Name	Description of Item	Rate
Local Community Consultant, Inc.	A contractor will be hired to determine community perceptions and needs related to obesity and chronic disease using participatory research strategies. The contractor will develop and implement a survey, conduct focus groups (minimum of 3), analyze data, and report on the results. This research is critical for achieving the proposed objectives and will guide remaining work in years two and three. Hiring a contractor is necessary (program staff do not possess the specialized research skills necessary to complete this phase of the work plan) and is more cost effective than hiring a full-time employee. A Request for Proposal will be used to select the contractor.	$ 7,500.00

Total

SUB-TOTAL OF DI

Indirect

Item	Description of Item
Federally-Negotiated	ABC Health Center has a federally-negotiated rate of 33.5% of total direct costs.
CDPHE-Negotiated Indirect	

Quantity	Total Amount Requested from	
600.0	$	336.00
2.00	$	462.00
6.00	$	894.00
6.00	$	60.00
Total Travel	**$**	**1,752.00**

Quantity	Total Amount Requested from	
1.0	$	7,500.00
Contractual	**$**	**7,500.00**
RECT COSTS	**$**	**182,771.37**

	Total Amount	
	$	61,227.63

De minimis Indirect Cost	
	To

otal Indirect	$ 61,227.63
TOTAL	$ 243,999.00

A. Project Design and Approach (30 points)

Provide a detailed description of the strategies and activities to be implemented as a part of this project; include the following information in the format below:

1. Activity description
2. Population(s) served. Ensure that this aligns with the population and socio-demographic indicators in section B.
3. Intended goal/outcome and how it will be measured
4. Any current efforts specific to the activity being implemented by the applicant and/or subcontractor(s). If there are no current efforts, who will be responsible for implementing the activity?
5. How the harm reduction principles are being or will be applied in the implementation of the activity.
6. How the applicant will ensure the activity is accessible and advances equity for the population served

Each activity and the accompanying information above will be entered into its own table. Tables may be added or removed to account for the number of proposed activities**.**

Lead Agency: Gunnison County

Subcontractors receiving funding (if applicable): Western Colorado University, 7th Judicial District - Probation

Please add any acronyms or definitions here, if applicable:

1. HRGF: Harm Reduction Grant Fund

Activity #1	**Include the narrative in the rows below**
1. Activity description	**The contractor shall facilitate (10) Gunnison County Consortium (Grasp) and subgroup meetings to expand Gunnison County's provision of substances, use harm reduction services and carry out the 5 year strategic plan for prevention, treatment, recovery and harm reduction services.**
2. Population(s) served. Ensure this aligns with the population and socio-demographic indicators in question/section**.**	Gunnison County residents
3. Intended goal/outcome and how it will be measured	Improve the health, well-being and equity of all Coloradans through health promotion, prevention and access to harm reduction and behavioral health/health care services. Measured through number of meetings, attendance at meetings and strategic goals met.

4. Any current efforts specific to the activity being implemented by the applicant and/or subcontractor(s). If there are no current efforts, who will be responsible for implementing the activity?	Grasp is an established consortium that has successfully implemented a 3 year strategic plan for OUD/SUD prevention, treatment, recovery and harm reduction efforts. The consortium was able to meet all 9 required goals across these efforts and has created the next 5 year strategic plan, which includes filling the gaps in harm reduction and the criminal justice system.
5. How the principles of harm reduction are being or will be applied in the implementation of the activity	Harm reduction incorporates a spectrum of strategies and principles that includes safer use, managed use, abstinence, meeting people who use drugs "where they're at," and addressing conditions of use along with the use itself. This activity will incorporate principles of harm reduction by ensuring that those with a history of drug use have a meaningful voice as part of this consortium. The consortium currently has close to a dozen members who identify as individuals in recovery, and we intend to recruit more. Additionally, the consortium accepts that drug use exists in this community, and understands that it is a multifaceted phenomenon that requires diverse voices and perspectives in order to minimize harm. These diverse voices will continue to have a role in consortium activities and decision making around harm reduction strategies.
6. How the applicant will ensure the activity is accessible and advances equity for the population served	Consortium meetings are open to all community members. Grasp meetings include representatives from the recovery community, those with lived experience, professionals and community members. Meetings are held over the lunch hour with food provided and meeting dates/times are published on our website.

Activity #2	**Include the narrative in the rows below**
1. Activity description	Reduce the incidence of harms associated with drug use such as HIV, hepatitis C, bacterial infections, and skin and soft tissue infections.Provide services in partnership with Department and Health and Human Services to Western Colorado University, the detention center, and individuals who are justice involved including Hep C, HIV testing, harm reduction education and re-entry services.
2. Population(s) served. Ensure that this aligns with the population and socio-demographic indicators in question/section.	Gunnison County residents.
3. Intended goal/outcome and how it will be measured	No later than the expiration date of this contract, reduce adverse health outcomes in Gunnison County related to substance use by improving behavioral health services in addition to providing services to residents at risk of incarceration as measured by; number of tests administered, harm reduction sessions delivered and participants reached.
4. Any current efforts specific to the activity being implemented by the applicant and/or subcontractor(s). If there are no current efforts, who will be	This is an effort that was included in Grasp's first four years of operation and was identified as a challenge due to hiring difficulties. In spite of the challenges, Grasp was able to continue to provide testing and harm reduction education. Grasp has recently hired the SUD Nurse position that will ensure effective implementation of the activity for the next 5

responsible for implementing the activity?	years. This activity has the potential to reach a larger number of community members and effectively provide re-entry services in partnership with the detention center with the hiring of this key staff.
5. How the principles of harm reduction are being or will be applied in the implementation of the activity	This strategy aligns with harm reduction strategies by engaging with people who use drugs and equipping them with life-saving tools and information to create positive change in their lives and potentially save their lives.
6. How the applicant will ensure the activity is accessible and advances equity for the population served	This activity will be offered in partnership with Western Colorado University, Gunnison Detention Center, Gunnison Valley Health, Gunnison Department of Health and Human Services and Public Health. Grasp consortium will help ensure times and locations of services are diverse to meet the needs of community members and are equitably provided, including reducing language barriers.

Activity #3	Include the narrative in the rows below
1. Activity description	Work with the court system to increase support for individuals who are justice involved and at risk for continued substance uses, accidental overdose, and further justice involvement. Support includes incentivizing individuals to engage in recovery court and to connect individuals with peers to successfully navigate services.
2. Population(s) served. Ensure that this aligns with the population and socio-demographic indicators in question/section	Gunnison County residents
3. Intended goal/outcome and how it will be measured	This activity will help to strengthen linkage to low-barrier health care, treatment, and support services for people affected by overdose and drug use and reduce health disparities associated with drug use for community members at highest risk by working with the court system. Number of individuals successfully complete court requirements and are connected to Substance use or mental health services.
4. Any current efforts specific to the activity being implemented by the applicant and/or subcontractor(s). If there are no current efforts, who will be responsible for implementing the activity?	Grasp has had participation of County and District Court Judges, Probation, Law Enforcement, Gunnison Sheriff's Department, Gunnison Valley Health, Axis Health and other key partners essential in executing this activity. We currently are not working on this effort; however, we have been building community support and partnerships to ensure capacity to implement this activity.
5. How the principles of harm reduction are being or will be applied in the implementation of the activity	This effort incorporates harm reduction strategies by incorporating community-driven public health strategies that include risk reduction, and health promotion. This activity will help to empower people who use drugs (and their families) with the choice to live healthy, self-directed, and purpose-filled lives. Harm reduction centers the lived and living experience of people who use drugs, especially those in underserved communities

6. How the applicant will ensure the activity is accessible and advances equity for the population served	This effort will provide direct services for individuals who are involved in the justice system in partnership with Public Health, Jail Based Behavioral Health Services, and/or probation. Services will be provided equitably regardless of language, social economic status or other social determinants variables.

Activity #4	Include the narrative in the rows below
7. Activity description	Collaborate with local licensed addiction counselors to increase the number of Behavioral Health Certified trainers for Certified Addiction Technician, Specialists, and Counselors and to potentially offer University credit courses for certifications to increase behavioral health workforce.
8. Population(s) served. Ensure that this aligns with the population and socio-demographic indicators in question/section	Gunnison County and Western Slope Community partners.
9. Intended goal/outcome and how it will be measured	Increase the number of Behavioral Health professionals to serve across the continuum of substance use disorder. This activity will result in an increase in services across the spectrum of services; Peers Supports, Certified Addiction Technicians, Specialist, Counselors and other community and state identified positions. Measures include the number of training, positions and services offered.
10. Any current efforts specific to the activity being implemented by the applicant and/or subcontractor(s). If there are no current efforts, who will be responsible for implementing the activity?	The Grasp Consortium has current funding to support professional development and increased skills/knowledge for professionals. Grasp has become a go-to for community members for support for professional advancement and this activity will allow us to create a more specific pipeline to support individuals most at risk.
11. How the principles of harm reduction are being or will be applied in the implementation of the activity	This activity will help to strengthen linkage to low-barrier health care, treatment, and support services for people affected by overdose and drug use and reduce health disparities associated with drug use for community members at highest risk by working with the court system.
12. How the applicant will ensure the activity is accessible and advances equity for the population served	All community members who currently are eligible to be certified by the Behavioral Health Administration will be invited to learn about opportunities for collaboration with the Grasp Consortium leadership. Once curriculum is created and "faculty" are trained we will work with Universities in the Rural West to collaborate on offering courses. We will work to distribute information about educational/training opportunities across multiple platforms in English and Spanish.

Activity #5	Include the narrative in the rows below
13. Activity description	Development of capacity to expand harm reduction and behavioral health services in Gunnison County.

14. Population(s) served. Ensure that this aligns with the population and socio-demographic indicators in question/section	Gunnison County residents with emphasis on the 16-30 year old population.
15. Intended goal/outcome and how it will be measured	Increase support for harm reduction services across Gunnison County by building support for and providing harm reduction "vending" dispensers that provide 24/7 access to harm reduction supplies. Efforts also include education to high risk populations. Measurements include number of dispensers, number of products dispensed and number of education events with attendance tracked.
16. Any current efforts specific to the activity being implemented by the applicant and/or subcontractor(s). If there are no current efforts, who will be responsible for implementing the activity?	Grasp is currently working with the City of Gunnison for needle disposal sites and with Western Colorado University to "stand-up" the County's first dispensers. We will continue to build support for harm reduction efforts and to optimize the partnership Grasp has cultivated in the past 4 years.
17. How the principles of harm reduction are being or will be applied in the implementation of the activity	This effort incorporates harm reduction strategies by incorporating community-driven public health strategies that include prevention, risk reduction, and health promotion.
18. How the applicant will ensure the activity is accessible and advances equity for the population served	The Grasp Consortium Supervisor will help to ensure that harm reduction services are provided across the community. The Consortium will help to identify locations, dates and times that are informed by individuals with lived experience and those who are professionally involved in this work. Education will be provided in English and Spanish.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Approval; Grant

Action Requested: Other Approval of grant application to NRA

Parties to the Agreement: Tina Haney and Emily Mirza

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

Summary:

GCSAPP and Gunnison County 4H would like to submit a grant through the NRA to request funds for Wilderness First Aide and Hunter's Safety courses for local youth ages 8-18, thus allowing us to offer these courses free of charge to youth and the parents/caregivers.

Fiscal Impact:

Submitted by: Tina Haney **Submitter's Email Address:** Tina.lewis@colostate.edu

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 10/25/2024

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

Comments:
Legally sufficient. SO 10/25/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/25/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/29/2024

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

Agenda Date: 11/5/2024

Revised April 2015

THE NRA FOUNDATION
TEACH FREEDOM

2025 GRANT APPLICATION

2025 State Fund Grants

Save Draft | Mark Complete | Close

When you are ready to submit this step, please click the blue "Save" button at the bottom of the page.

- You can save this form as a draft at any time by clicking "Save Draft" at the bottom of the page.
- When you have completed all required items, please click the "Mark Complete" button at the bottom of the page.

NOTE: When you have completed all required steps, be sure to click "Submit" on the next page.

ALERT! YOU MUST CLICK ON THE SUBMIT BUTTON ONCE YOU HAVE COMPLETED AND REVIEWED THE REQUEST. THE SUBMIT BUTTON DOES NOT APPEAR UNTIL ALL REQUIRED FIELDS HAVE BEEN COMPLETED.

YOU WILL RECEIVE A SYSTEM EMAIL SHORTLY AFTER THE SUBMIT BUTTON HAS BEEN CLICKED ON TELLING YOU THE REQUEST HAS BEEN SUCCESSFULLY SUBMITTED. WITHIN 3 BUSINESS DAYS YOU WILL RECEIVE A SECOND EMAIL GIVING YOU YOUR GRANT NUMBER.

If you do not receive these emails log back into the system to check the status of your request. If you require assistance email grantprogram@nrahq.org.

2025 State Fund Grant Application

Grant Number

This will be assigned by NRA Foundation staff. You will use it later in the grant process as a reference number.

Notes to Grantee (ADMIN ONLY)

Applying Organization Information

Organization Name *

Gunnison County- GCSAPP and Colorado State University Extension 4H Shooting Sports

Is any person in your organizationalso an officer, director, trustee, or employee of The NRA Foundation, the NRA, or any of the NRA's other affiliated organizations? *

Is any person in your organization (including, but not limited to, officers, directors, trustees, employees, etc.) also an officer, director, trustee, or employee of The NRA Foundation, the NRA, or any of the NRA's other affiliated organizations.

- [ ] Yes
- [x] No

Address 1 *

275 South Spruce Street

Address 2

City *

Gunnison

State *

Colorado

Zip Code *

81230

Select Organization Type *

Government Entity

Entity Type *

- (•) Government Entity
- ( ) 501(c)3 - Religious, Educational, Charitable, Scientific, Literary, Testing for Public Safety, to Foster National or Internation
- ( ) 501(c)4 - Civic Leagues, Social Welfare Organizations, and Local Associations of Employees
- ( ) 501(c)5 - Labor, Agricultural and Horticultural Organizations
- ( ) 501(c)6 - Business Leagues, Chambers of Commerce, Real Estate Boards
- ( ) 501(c)7 - Social and Recreational Clubs

Mail - Haney,Tina - O | Preserve Smart | Food Smart Colorado | Sign In | Pinterest | Home - Canva | Colorado | NRA Found | 2025_statefundgrant | NRA Foundation - Fu
https://webportalapp.com/sp/task_item_primary_input/2025_statefundgrant?path=69919561
Facility Dude | Self Service Portal | Account Listing: Wel... | Mail - Lewis,Tina -... | CSU | Gunnison County Ex... | CSUE | NEAFCS | Food Systems | NAE4HYPD | Marketing Resource... | 4-H shop | Teachers Pay Teach... | safeserve | Clear, enable, and...

○ Other

If other, please describe

Federal Tax ID Number *

84-6000770

W-9, Signed and Dated No More Than Two Years Old *

+ Select a file — Gunnison County Letterhead 10.18.2024 with Tax ID number.pdf

-IRS determined 501 (c) entities must attach their IRS Determination Letter. -Government agencies (Law Enforcement, Public Schools and Colleges, Public Ranges) should attach a letter from their finance office stating the Federal Tax ID number, on agency letterhead, signed and dated by a finance officer.
-State incorporated and registered nonprofits, who are NOT an IRS (c) entity, need to attach a copy of their most recent state registration from the Secretary of State website.

IRS Determination Letter, Or Government Agency Letter Or State Nonprofit Registration *

To see examples of these letters go to https://www.nrafoundation.org/media/uaaaat3k/irs-501-c-letter-example.pdf or http://graphics.nra.org/advancement/Foundation/School_District_Letter_Ex.pdf

+ Select a file — IRS Letter RE tax status.pdf

State Nonprofit Organizations Verification of Federal Tax ID Number

See http://graphics.nra.org/advancement/Foundation/State_Nonprofit_Registration_Ex.pdf for an example.

+ Select a file

Grant Proposal Information

*Note: The answer to the question below determines what questions will be asked throughout the remainder of the application. Changing this answer will affect the application form below.

Capital Improvement refers to projects aimed at enhancing a facility, such as upgrading clubhouses or classrooms, installing commercial-grade trap machines of a capacity of 300 clays or more (refer to the Funding Request Development Tool for more details), or undertaking any other permanent improvement on an organization's property. However, it should be noted that this excludes most JROTC air rifle ranges.

Which Best Describes This Grant Request? *

○ An event occurring just once
◉ Series of reoccurring events or program
○ Team Activity
○ Support for Law Enforcement Activities (not a range improvement)

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Which Best Describes This Grant Request?

- ○ An event occurring just once
- ◉ Series of reoccurring events or program
- ○ Team Activity
- ○ Support for Law Enforcement Activities (not a range improvement)
- ○ Capital Improvement/Range Improvement

Project Title *

Building Life Skills through Wilderness and Hunter's Safety

Overview of the Program *

The Gunnison County Substance Use Prevention Project (GCSAPP) is a community coalition that works on substance use prevention and mental health promotion for youth and families. Our goal is to reduce risk factors that may increase the likelihood of substance use and increase protective factors that help young people be healthy and thriving community members. GCSAPP works across the social ecological model by providing services at the induvial, family, community, and policy level through direct services, healthy programming, and community mobilization. Utilizing a Positive Youth Development (PYD) framework, GCSAPP provides youth opportunities in the community to build and practice life skills in numerous settings, as well as create and foster connections with trusted adults. Engaging youth in community-based work allows their voice to be heard; we cannot do work for young people without young people. GCSAPP provides a variety of youth programming opportunities to build skills that are free or highly subsided to reduce barriers to access. Programs include

Word Count: **323** / **500**

Please give a brief overview of the program associated with this grant request.

Detailed Description for this Project *

Gunnison County is a rural community on the Western Slope of Colorado with approximately 78% of the county designated as public land (Gunnison County, 2024). We have a strong ranching and hunting culture. GCSAPP and Gunnison County 4-H are applying for funding to provide Hunters Safey Courses for youth and their parent/caregiver or trusted adult to attend free of charge. To increase safety in the backcountry, we would like to expand offerings to provide Wilderness First Aid (WFA). The WFA is a 16-hour course that provides students with an introduction to wilderness medicine through common injuries and illness in the outdoors. We would also like to provide the Hunters Safety Course, which is approximately 10 hours of classroom instruction followed by a culminating field trip where participants show their shooting skills, then must pass a test to receive their certification. Additionally, we are exploring a partnership with the local school district to offer high school credit for youth who attend the Hunters Safety Course and WFA. The paring of the two courses would allow for

Word Count: **290** / **1000**

Please provide a detailed description for this project. How this will this serve the general public or benefit the community at large? What are the goals and objectives of the project? How will this further 2nd Amendment rights for Americans?

Impact of the Program *

GCASPP and Gunnison County 4-H Shooting Sports will measure the impact by how many youths and parents enroll and successfully complete the program. This will impact the hunting community by increasing access to high quality courses at times that work well for youth and parents and decreasing financial barriers. This will increase community partnerships with Gunnison County Government, Gunnison County CSU Extension, Gunnison County 4-H, Gunnison Sportsman's Association, Colorado Parks and Wildlife, and the local school district.

Word Count: **77** / **1000**

How will you measure the impact of this project/program? Describe the criteria to be used in determining the success and impact of the project/program. How will this affect the shooting/hunting/2nd

How will you measure the impact of this project/program? Describe the criteria to be used in determining the success and impact of the project/program. How will this affect the shooting/hunting/2nd Amendment community?

Award Recognition

GCSAPP and Gunnison County 4-H will include a logo or written recognition on program promotion. Verbal recognition will also be provided at the beginning of the course acknowledging the NRA Foundation as a funder.

Word Count: 34 / 500

If this request is funded, how will The NRA Foundation and/or its Friends of NRA program by recognized for its contribution?

Estimated project or program cost *

$ 5,000

Numbers only. How much do you estimate the project or program you are applying for will cost?
If you are submitting a capital/range improvement request, this number should reflect the ENTIRE project.

Project Completion Date *

11/30/2025

Estimated date in which the project will be completed.

Revenue Sources *

GCSAPP holds several local, state and federal grants. Additional grant funding will be utilized to help cover the cost of the WFA. Colorado Parks and Wildlife will offer an in-kind donation for time to help instruct the course. The Gunnison Sportsman Association will offer an in-kind donation to host shooting days for youth who participate.

Word Count: 55 / 500

Aside from NRA Foundation grants, how will this project be funded? Describe other sources of revenue such as grants from other organizations, fundraisers, member dues, sponsorships, participation fees, in-kind donations, Pittman-Robertson Funds, etc.

Do you charge a registration or participation fee for the event or program? *

GCSAPP and Gunnison County 4-H will offer Hunters Safety free of charge for youth and parents enrolled. There will be a heavily subsidized cost for the WFA course of $100-$150 per participant. Partial and full scholarships will be available to any youth who cannot afford registration fees. We have learned it is important to have some programmatic cost associated with programming to increase accountability and attendance.

Estimated date in which the project will be completed.

Revenue Sources *

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If you answered yes to the question above, what is the registration or participation fee and what does this fee cover?

The registration cost helps to cover the cost of the instructor and materials for the 16-hour WFA and the 10-hour Hunters Safety Course fee.

Partial Funding *

The Hunters Safey Course and WFA would both require an increase in cost for participants if not awarded full funding. There is some funding secured for WFA.

If this grant request is not fully awarded, how will this affect the outcome of the program/project? Will the event/project be able to proceed at all? Would this impact participation fees? How does the organization plan to fill any budgetary shortfalls?

Notes Regarding Request Priority

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Grant Catalog ID

Click HERE to Access the Grant Catalog.

Each grant must have a unique Grant Catalog ID from this year to be considered for funding. Remember to include all monetary requests as check request items. Please copy and paste the ID into the application.

Helpful instructions for creating the Grant Catalog ID may be found at https://www.nrafoundation.org/media/koobsipa/instructions-for-grant-catalog.pdf

Grant Catalog ID *

GSXGY1

This is a unique six character alpha numeric ID generated by the Grant Catalog.

Participants and Users

Number of Participants *

50

How many people do you expect to participate in the program/event? Numbers only please.

Target Audience *

Target audience will include youth ages 8-18 years of age, and their parents/caregivers from all social economic backgrounds.

Word Count: **18** / **500**

Who is the target audience? Will non-club/organization members be allowed to participate? How will this program be marketed or advertised to potential users?

Which Groups Would Be Affected? Mark All That Apply. *

Mark all that apply.

- [x] 4-H
- [ ] Club members
- [ ] Disabled
- [ ] FFA
- [ ] General Public

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Facility Dude | Self Service Portal | Account Listing: Wel... | Mail - Lewis,Tina -... | CSU | Gunnison County Ex... | CSUE | NEAFCS | Food Systems | NAE4HYPD | Marketing Resource... | 4-H shop | Teachers Pay Teach... | safeserve | Clear, enable, and...

Word Count: **18 / 500**

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Which Groups Would Be Affected? Mark All That Apply. *

Mark all that apply.

- [x] 4-H
- [ ] Club members
- [ ] Disabled
- [ ] FFA
- [ ] General Public
- [ ] Hunters
- [ ] Law Enforcement
- [ ] Museums/Historical Societies
- [ ] NASP/S3DA
- [ ] New Shooters
- [ ] NRA Eddie Eagle
- [ ] NRA Refuse To Be A Victim
- [ ] NRA Women on Target
- [ ] NRA Youth Education Summit
- [ ] ROTC/JROTC
- [ ] Scouts (Boy/Cub/Girl/Sea Cadets/Venture Scouts)
- [ ] SCTP
- [ ] Trap/Skeet Team
- [ ] Veterans
- [ ] Women
- [x] Youth
- [ ] Youth Hunter Education Challenge

Primary County Served *

× Gunnison, CO

This primary county determines which state area your grant is placed in. You may select "State Wide" for projects such as State Competitions, State YES, State YHEC, etc.

If the request is for a statewide event and your state is divided into more than one area, you must submit an application for each area (SEC)

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Fifth County Served

...

Request Contact Information

First Name *

Tina

Last Name *

Haney

Email Address *

Tina.lewis@colostate.edu

Secondary Email Address

Emirza@gunnisoncounty.org

Only add a different email address. If there is not a second email address, leave blank.

Correspondence regarding this request will be sent to this email account in addition to the one listed as the primary address.

Phone *

970-641-1260

Format (xxx) xxx-xxxx

Phone Extension, if applicable

Phone Type *

- ○ Mobile
- ○ Home
- ◉ Office

Secondary Phone Number

970-641-7629

This phone number should be a different number than listed above. If not, please leave blank.

Title/Position Within Organization *

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement Regarding Undesirable

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

This intergovernmental agreement is for the treatment of weeds in teh ROW with multiple local governments. The terms remain the same and the same groups have signed as in the past.

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: 10/14/2024

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

Comments:
Legally sufficient. SO 10/16/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/16/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/29/2024

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

Agenda Date: 11/5/2024

Revised April 2015

INTERGOVERNMENTAL AGREEMENT
REGARDING UNDESIRABLE PLANT MANAGEMENT
2024

THIS AGREEMENT, made and entered this _ day of_____, 2024, by and among the Board of County Commissioners of Gunnison County ("Gunnison County"), the Board of County Commissioners of Saguache County ("Saguache County"), the Board of County Commissioners of Hinsdale County ("Hinsdale County"), the Town of Crested Butte, City of Gunnison, and the Town of Pitkin all of which are either a County, or a statutory or home rule city, or a statutory town or home rule town, or a territorial charter municipality, and all of which are organized under and by virtue of the laws of the State of Colorado,

WITNESSETH:

WHEREAS, each of the party counties is obligated pursuant to C.R.S. § 35-5.5-101 *et seq.* (hereinafter referred to as the "Act") to adopt a noxious weed management plan for all of the unincorporated lands within the respective counties; and

WHEREAS, each of the party cities and towns is obligated pursuant to the Act to adopt a noxious weed management plan for all lands within the territorial limits of the respective municipalities; and

WHEREAS, each of the parties has other specified powers, authorities and obligations pursuant to the Act including but not limited to formation of undesirable plant management advisory commissions; and

WHEREAS, pursuant to C.R.S. § 29-1-201 *et seq.*, C.R.S. § 29-20-101 *et seq.*, C.R.S. § 35-5.5-105(3) and C.R.S. § 35-5.5-106(3) and other applicable law, each of the parties herein may cooperate with another party herein or other parties herein for the exercise or satisfaction of any or all of the powers, authorities and obligations granted or imposed by C.R.S. § 35-5.5-101 *et seq.*; and

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that the parties agree to cooperate among themselves for the exercise or satisfaction of any or all of the powers, authorities and obligations imposed by the Act;

NOW, THEREFORE, in consideration of their mutual covenants, the parties agree as follows:

1. This Intergovernmental Agreement shall govern the relationship between the parties for the management of undesirable plants within the entirety of the Gunnison River Basin Watershed as follows:

2. a. Each of the parties hereby jointly and severally appoints the Gunnison Watershed Weed Commission, a.k.a Gunnison Basin Weed Commission (hereinafter referred to as the "Commission") as the Commission required by the Act for the Gunnison River Basin Watershed.

b. Each of the parties hereby jointly and severally appoints the Board of County Commissioners of Gunnison County as the local authority required by the Act for the Gunnison River Basin Watershed.

c. The membership of the Commission shall be:

(i) Lorraine Rup (Gunnison County Representative);
(ii) _____ (Gunnison County Representative);
(iii) Tom Walker (Appointed by Gunnison County);
(iv) _____ (Vacancy, appointed by Gunnison County);
(v) Alice Curry (Hinsdale County Representative);
(vi) _____ (Saguache County Representative);
(vii) Ex-officio Representatives from:
Bureau of Land Management, US Forest Service, Natural Resource Conservation Service, National Park Service, City of Gunnison, Colorado Department of Parks & Wildlife, Town of Crested Butte, CSU Extension, CB Land Trust, Rocky Mountain Biological Lab, Gunnison Conservation District, and Colorado Department of Transportation.

Each Gunnison County representative may be succeeded by a Gunnison County representative; the Saguache County representative and the Hinsdale County representative may be succeeded by a representative from their respective county.

In the case of a tie vote, the issue shall be decided by the Board of County Commissioners of Gunnison County.

d. The Commission shall elect a Chairman and Secretary. A majority of the members of the Commission shall constitute a quorum for the conduct of business.

e. The Commission shall have all of the powers and duties specified in C.R.S. § 35-5.5-107(4)(a), (b) and (c). In the event of any conflict between this Agreement and C.R.S. § 35-5.5-107, the latter shall control.

f. The Commission shall consult with and report to each of the parties regarding the annual budget required to perform this Intergovernmental Agreement, the management plan, management criteria, management practice and any other major decision or recommendation of the Commission. Such consultation and reporting shall not necessarily be in person but may be in writing or by telephone.

3. The parties hereto authorize Gunnison County to be the sole and final authority to approve, modify and supervise the day-to-day conduct and provision of services required by this Intergovernmental Agreement including, but not limited to, the authority to select, contract with, and compensate the personnel, including administrative personnel, public or private, who shall perform the work necessary to accomplish the ends of the Act. Each of the parties expressly authorizes Gunnison County to enter into such contracts and

provide such compensation on behalf of that respective party providing that such actions do not require expenditures exceeding the annual budget.

4. Gunnison County will furnish to each of the parties an annual report of activities, costs and expenses of personnel, including administrative personnel, who perform the work necessary to accomplish the ends of the Act.

5. Gunnison County will charge a rate of $117.50/hour for noxious weed management, including all associated labor, equipment, materials, and administration. Each of the parties agrees to pay or to reimburse Gunnison County, no later than December 31, 2022, for a share of such activities, costs and expenses as follows:

Hinsdale County -	$ 1,880.00 (16 hours)
Saguache County -	$ 3,055.00 (26 hours)
Town of Crested Butte -	$ 12,913.00 (110 hours)
City of Gunnison -	$ 1,410.00 (12 hours)
Town of Pitkin -	$ 353.00 (3 hours)

Each party shall be ultimately and solely responsible for all additional costs required for control of undesirable plants pursuant to C.R.S. § 35-5.5-109 within the jurisdiction of that party. If scheduling allows, Gunnison County may be available for weed management work, in addition to the hours listed above, at the same hourly rate.

Payments to Gunnison County shall be in the form acceptable to Gunnison County.

6. No provision of this Agreement is or shall be construed to be a waiver of sovereign immunity pursuant to C.R.S. § 24-10-104. Each party hereto shall be responsible to defend itself, at its sole cost, in any action or claim arising from or under any activity pursuant to this Agreement. Neither Gunnison County nor any of its officers, employees or agents shall have any liability whatsoever under this Agreement different in any kind or nature whatsoever than any other party or officer, employee or agent of any other party.

7. The term of this Agreement shall be from January 1, 2024 through December 31, 2024, with work performed during May 1 through October 30, 2024. Any party may terminate its participation in this Agreement upon ninety (90) days written notice, by certified mail, to each of the other participating parties. Such termination shall require a cessation of activity under this Agreement within the jurisdiction of the terminating party but shall not require, in any circumstance, a return or reimbursement to the terminating party of moneys already paid pursuant to paragraph 5 above.

8. This Agreement may be signed in a series of originals; that is, not all of the parties are required to sign a single original. This Agreement becomes effective to a particular party upon its signature to an original.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF HINSDALE COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF SAGUACHE COUNTY

Lisa Mason
_____
Chairperson

ATTEST:

Trish Gilbert
_____
Deputy Clerk

Date: 09.02.2024

SAGUACHE COUNTY BOARD OF COUNTY COMMISSIONERS SAGUACHE, COLORADO

TOWN OF CRESTED BUTTE

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

CITY OF GUNNISON

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

TOWN OF PITKIN

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF HINSDALE COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF SAGUACHE COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

TOWN OF CRESTED BUTTE

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

CITY OF GUNNISON

Chairperson

ATTEST:

Deputy Clerk

Date: 6/26/24

TOWN OF PITKIN

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF HINSDALE COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: July 2, 2024

BOARD OF COUNTY COMMISSIONERS OF SAGUACHE COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

TOWN OF CRESTED BUTTE

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

CITY OF GUNNISON

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

TOWN OF PITKIN

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF SAGUACHE COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

CITY OF GUNNISON

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF HINSDALE COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

TOWN OF CRESTED BUTTE

R B
~~Chairperson~~ Mayor Ian Billick

ATTEST:

_____
~~Deputy~~ Clerk

Date: August 6, 2024

TOWN OF PITKIN

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF HINSDALE COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF SAGUACHE COUNTY

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

TOWN OF CRESTED BUTTE

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

CITY OF GUNNISON

_____
Chairperson

ATTEST:

_____
Deputy Clerk

Date: _____

TOWN OF PITKIN

Chairperson

ATTEST:

Deputy Clerk

Date: 9/5/2024

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #5; Contract No 23 QAAA 178558;

Action Requested: Other Request for Review and Approval - Docusign will be sent once approved

Parties to the Agreement:

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

Summary:

Local Coordinating Organization Contract Amendment #5 for Gunnison Hinsdale Early Childhood Council

Fiscal Impact:

Submitted by: Lana Athey **Submitter's Email Address:** lathey@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 10/31/2024

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

Comments:
Legally sufficient. SO 10/25/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/25/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/1/2024

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

Agenda Date: 11/5/2024

Revised April 2015

COLORADO
Department of Early Childhood

STATE OF COLORADO CONTRACT MODIFICATION

CONTRACT AMENDMENT #5

State Agency
Colorado Department of Early Childhood
710 South Ash Street, Building C
Glendale, CO 80246

Contractor
Gunnison County
220 N.Spruce Street
Gunnison, CO 81230

Original Contract Number
23 QAAA 178558

Amendment Contract Number
CT QAAA 2025-621 Am5

Contract Performance Beginning Date
October 27, 2022

Current Contract Expiration Date
June 30, 2025

Current Contract Maximum Amount
Initial Term
State Fiscal Year 2023 $0.00*
GAE QAAA 2023*02434

An appropriation for Local Coordinating Organizations (LCO) for the Colorado Universal Preschool Program General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of $4,000,000, subject to appropriated funds which is split among other LCO vendors. See Exhibit C: Section 12. General Accounting Encumbrance (GAE).

State Fiscal Year 2024 $69,694
CTGG1 QAAA 2024-30

Extension Terms
State Fiscal Year 2025 $69,694
CT QAAA 2025-621

Total for All State Fiscal Years $139,388

Signature Page Begins on Next Page
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COLORADO
Department of Early Childhood

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.

CONTRACTOR
Gunnison County

By: Matthew Birnie, County Manager

Date: _____

STATE OF COLORADO
Jared S. Polis, Governor
Lisa Roy, Ed.D., Executive Director
Colorado Department of Early Childhood

By: Mary Alice Cohen, Chief Program Officer, Office of Program Delivery

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Laura Curnow, CDEC Controller

Amendment Effective Date: _____

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

COLORADO
Department of Early Childhood

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

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

4. PURPOSE

The contractor shall serve as the Local Coordinating Organization (LCO) for early childhood and family support programs and services provided to children and families within the community. They shall develop a unified plan with community partners for the successful rollout of Colorado Universal Preschool and longer-term birth to five goals for delivery of comprehensive early childhood services and supports for the catchment area. This Amendment increases funds for State Fiscal Year (SFY) 2025 services and amends Exhibits A and G.

5. MODIFICATIONS

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

A. Increase the Contract Amount for SFY25 by $5,640 from $64,054 to $69,694 and Increase the Maximum Amount for All-State Fiscal Years from $133,748 to $139,388.

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

B. Exhibit A – Statement of Work

Exhibit A – Amendment #5, which is attached and incorporated by this Amendment, shall replace Exhibit A- Amendment #4 of the Original Contract.

C. Exhibit G – Budget

Exhibit G – Amendment #5, which is attached and incorporated by this Amendment, shall be added to Exhibit G of the Original Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

STATEMENT OF WORK (SOW)

LOCAL COORDINATING ORGANIZATIONS (LCOS)

COLORADO UNIVERSAL PRESCHOOL PROGRAM
GUNNISON-HINSDALE ECC

CDEC PROGRAM MANAGER- JESSICA BERNETT

INTRODUCTION/BACKGROUND

The Colorado Universal Preschool Program was created in the statute under HB 22-1295. The Colorado Department of Early Childhood (CDEC) launched the Colorado Universal Preschool Program in the 2023-24 school year, offering a minimum of part-time (10 hours/week) or half-day (15 hours/week) of high-quality, voluntary preschool to every Colorado child in the year before they are eligible to enter kindergarten. Families can choose any participating licensed provider in the state. Additional state-funded hours may be available based on child or family circumstances that may impact kindergarten readiness.

A local coordinating organization (LCO) is a community agency or organization that is responsible for supporting access to and equitable delivery of early childhood and family support programs in the community. The LCOs role is to foster partnerships and create alignment to ensure the equitable provision of early childhood and family support programs. The LCO established and implemented a comprehensive, locally driven plan to achieve these goals.

SCOPE OF WORK

This scope of work is intended to:

- Implement a unified plan with community partners for the successful rollout of the Colorado Universal Preschool Program and longer-term birth to five goals for the delivery of comprehensive early childhood services and supports for the catchment area.
- Strengthen the local early childhood system by supporting providers, growing capacity, and increasing access.
- Support a mixed-delivery Colorado Universal Preschool Program system.

PERIOD OF PERFORMANCE

July 1, 2024 - June 30, 2025

WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Implement a unified plan with community partners for the successful implementation of the Colorado Universal Preschool Program and longer-term birth to five goals for delivery of comprehensive early childhood services and supports for the catchment area.				
Key Activity A: Outreach and establish key stakeholder relationships to support Colorado Universal Preschool implementation					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Monthly provider and key stakeholder outreach around Universal Preschool Program.	July 1, 2024- June 30, 2025	Monthly provider meetings and key stakeholder outreach to update on COLORADO UNIVERSAL PRESCHOOL implementation and gather feedback from stakeholders to ensure successful implementation.,	Monthly meetings and outreach is completed.	Early Childhood Resource Navigator Early Childhood Services Supervisor	Personnel
Key Activity B: Develop comprehensive community plan with stakeholders to support successful COLORADO UNIVERSAL PRESCHOOL implementation and long-term birth to five goals in alignment with Gunnison Hinsdale Early Childhood Council's Strategic Plan.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Meet with key stakeholders and providers to discuss prior year COLORADO UNIVERSAL PRESCHOOL implementation and ways to strengthen the Universal Preschool Program implementation in our region.	October 2024	Meeting to review COLORADO UNIVERSAL PRESCHOOL implementation and enrollment in years past and develop a strong community plan for future COLORADO UNIVERSAL PRESCHOOL enrollment and outreach.	Meeting is held	Early Childhood Resource Navigator Early Childhood Services Supervisor	Personnel
Update community plan annually to ensure successful COLORADO UNIVERSAL PRESCHOOL enrollment and implementation	October 2024	Annually updated community plan for successful COLORADO UNIVERSAL PRESCHOOL implementation	Community Plan is updated annually	Early Childhood Resource Navigator Early Childhood Services Supervisor	Personnel

OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Strengthen the local early childhood system by supporting providers, growing capacity, and increasing access.				
Key Activity A: Develop and implement plans to support providers					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Develop plan for COLORADO UNIVERSAL PRESCHOOL provider recruitment and retention.	December 2024	Development of a plan for COLORADO UNIVERSAL PRESCHOOL provider recruitment and retention.	COLORADO UNIVERSAL PRESCHOOL provider recruitment and retention plan is developed.	Early Childhood Resource Navigator Early Childhood Services Supervisor	Personnel
Key Activity B: Support COLORADO UNIVERSAL PRESCHOOL providers through the program development and family application process.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Offer COLORADO UNIVERSAL PRESCHOOL sign up nights at provider sites during application period.	February 2025-April 2025	Offer COLORADO UNIVERSAL PRESCHOOL sign up nights at provider sites during application period. Provide the necessary technology at each COLORADO UNIVERSAL PRESCHOOL application event and/or supporting sites in organizing COLORADO UNIVERSAL PRESCHOOL application event at venues that have necessary technology available	COLORADO UNIVERSAL PRESCHOOL sign-up night support is offered at all COLORADO UNIVERSAL PRESCHOOL provider sites.	Early Childhood Resource Navigator Early Childhood Services Supervisor Health Navigator	Personnel
Offer a monthly provider update meeting, phone call, or email to all COLORADO UNIVERSAL PRESCHOOL providers.	July 1, 2024-June 30, 2025	Offer a monthly provider update meeting, phone call, or email to all COLORADO UNIVERSAL PRESCHOOL providers to ensure understanding of any adjustments in the COLORADO UNIVERSAL PRESCHOOL program or other pertinent information.	Monthly provider updates are offered throughout the year	Early Childhood Resource Navigator	Personnel

Offer enrollment events at local libraries to assist families in applying for COLORADO UNIVERSAL PRESCHOOL.	February 2025-April 2025	For families that are not already enrolled at a participating COLORADO UNIVERSAL PRESCHOOL site the LCO shall offer enrollment events at the local libraries to assist families in applying for COLORADO UNIVERSAL PRESCHOOL. Ensure that Spanish interpretation is available at each event.	Enrollment events occur	Early Childhood Resource Navigator Early Childhood Services Supervisor Health Navigator	Personnel
Invite community partners that serve families to attend COLORADO UNIVERSAL PRESCHOOL enrolment events.	February 2025-April 2025	Invite community partners that serve families to attend COLORADO UNIVERSAL PRESCHOOL enrolment events to promote other resources available to families in the community.	Community partners are invited	Early Childhood Resource Navigator Early Childhood Services Supervisor Health Navigator	Personnel
Key Activity C: Review and Update the GHECC's Community Plan.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Review and Update Community Plan	July 2024-June 2025	Review and update community plan with the involvement of key stakeholders and Council members.	Plan is reviewed and updated annually.	Early Childhood Resource Navigator Early Childhood Services Supervisor Health Navigator Council Members	Personnel

OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Support a mixed-delivery Colorado Universal Preschool Program system				
Key Activity A: Outreach and establish relationships with community-based providers to ensure equitable engagement and participation of eligible providers.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Regular communication and outreach to families and providers to promote COLORADO UNIVERSAL PRESCHOOL and heighten community awareness around the importance of the early years.	July 1, 2024-June 30, 2025	Frequent communication shall be available to families and providers through various outlets (newspaper, social media, emails, provider newsletters, flyers, etc) on the COLORADO UNIVERSAL PRESCHOOL application process, application opening date, eligibility factors, the importance of preschool, etc.	Outreach is conducted on a regular basis throughout the year.	Early Childhood Resource Navigator	Personnel
Support all licensed providers in their decision-making process as they consider the pros and cons of becoming a COLORADO UNIVERSAL PRESCHOOL provider	July 1, 2024-June 30, 2025	Support licensed providers who are not already COLORADO UNIVERSAL PRESCHOOL providers through the decision making process as they consider becoming a COLORADO UNIVERSAL PRESCHOOL provider.	Support is offered on an as needed basis	Early Childhood Resource Navigator	Personnel

SCHEDULE/MILESTONES

Schedule/Milestones
Outcome 1: Implement a unified plan with community partners for the successful implementation of the Colorado Universal Preschool Program and longer-term birth to five goals for delivery of comprehensive early childhood services and supports for the catchment area**:** By June 30, 2025, the LCO shall complete the Tasks described in this section.
Outcome 2: Strengthen the local early childhood system by supporting providers, growing capacity, and increasing access**:** By June 30, 2025, the LCO shall complete the Tasks described in this section.
Outcome 3: Support a mixed-delivery Colorado Universal Preschool Program system**:** By June 30, 2025, the LCO shall complete the Tasks described in this section.

ACCEPTANCE CRITERIA

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

COLORADO
Department of Early Childhood

Colorado Department of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County
Budget Period	July 1, 2024- June 30, 2025
Project Name	Colorado Universal Preschool

Program Contact Name, Title	Lana Athey
Phone	970.642.4667
Email	lathey@gunnisoncounty.org
Fiscal Contact Name, Title	Jody Wise
Phone	970.641.7679
Email	jwise@gunnisoncounty.org

Expenditure Categories

Personnel Services - Salaried Employees

Position Title	Description of Work and Fringe Benefits Include: Health Insurance, Social Secutiry, Retirement, Paid Time Off	Gross or Annual Salary	Fringe	Percent of Time on Project	SFY 2025 Total Amount Requested from CDEC
Early Childhood Services Supervisor	Coordinates meetings, outreach, leads planning processes, completes quarterly reports, oversees funding.	$84,968	$34,320	22%	$25,647
Early Childhood Resource Navigator	Regular outreach to licensed providers and families around Colorado Universal Preschool. Provides support to families and providers for Colorado Universal Preschool.	$61,526	$8,840	37%	$26,035
Bi-Lingual Community Outreach	Regular outreach to licensed providers and Spanish speaking families around Colorado Universal Preschool. Provides support to families and providers for Colorado Universal Preschool.	$57,515	$7,460	15%	$9,746
Early Childhood Coach and Navigator	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating.	$73,841	$11,440.00	2%	$1,706
				Total Personnel Services (including fringe benefits)	**$63,134**

Contractors/Consultants (payments to third parties or entities)

Name	Description of Item	SFY 2025 Total Amount Requested from CDEC
	No costs shall be reimbursed in this category by CDEC	$0
	Total Contractors/Consultants	**$0**

Travel

Item	Description of Item	SFY 2025 Total Amount Requested from CDEC
Travel	Travel for in-person visits to sites - travel to regional meetings or meetings with partner organizations (RMECC) - regional meetings or meetings with partner organizations	$888
	Total Travel	**$888**

Supplies & Operating Expenses

Item	Description of Item	SFY 2025 Total Amount Requested from CDEC
Supplies	Paper,toner, pens, flip chart paper.	$50
Computer/IT Cost	Laptop/IT expenses for staff members	$4,222
Registration	Registration Fee for RMECC or other conference	$400
Events	Food, Materials, Advertising.	$500
Advertising	Newspaper Ads, Social Media	$500
	Total Supplies & Operating Expenses	**$5,672**

Training and Technical Assistance		SFY 2025
Item	**Description of Item**	**Total Amount Requested from CDEC**
	No costs shall be reimbursed in this category by CDEC	$0
	Total Training and Technical Assistance	**$0**
Items that cannot be included in Modified Total Direct Costs (MTDC) **Items listed in this section should not be included in other sections**		**SFY 2025**
Item	**Description of Item**	**Total Amount Requested from CDEC**
	No costs shall be reimbursed in this category by CDEC	$0
	Total Items that cannot be included in MTDC	**$0**
	TOTAL DIRECT COSTS	**$69,694**
MODIFIED TOTAL DIRECT COSTS (MTDC) Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.		**$69,694**
Indirect Costs **[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]**		**SFY 2025**
Item	**Description of Item**	**Total Amount Requested from CDEC**
	No costs shall be reimbursed in this category by CDEC	
	Total Indirect	
	TOTAL	**$69,694**

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

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COLORADO
Department of Early Childhood

STATE OF COLORADO
DEPARTMENT OF EARLY CHILDHOOD CONTRACT

SIGNATURE AND COVER PAGES

CMS #: 23 QAAA 178558	**eClearance#:** 2216623
State Agency Colorado Department of Early Childhood	**Contractor** Gunnison County Contractor's State of Incorporation: Colorado
Contract Maximum Amount Initial Term State Fiscal Year 2023 $0.00* An appropriation for Local Coordinating Organizations (LCO) for the Universal Pre-School (UPK) Program General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of $4,000,000, subject to appropriate funds which are split among other LCO vendors. See Exhibit C: Section 11. General Accounting Encumbrance (GAE). Extension Terms None Maximum Amount for All Fiscal Years $0.00*	**Contract Performance Beginning Date** The later of the Effective Date or September 1, 2022 **Initial Contract Expiration Date** June 30, 2023 Except as stated in **§2D,** the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: Federal Funds, Child Care Suplemental Discretionary Funds, American Rescue Plan Act, Child Care and Development Fund, 2101COCD6, CFDA 93.575	**Options** The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes

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COLORADO
Department of Early Childhood

Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in §10: Worker's Compensation: Yes General Liability: Yes Automobile Liability: **No** Protected Information: **Yes** Professional Liability Insurance: **Yes** Cyber/Net. Security-Privacy Liability Insurance: **Yes** Crime Insurance: **No**	**Miscellaneous** Authority to enter into this Contract exists in: 26-1-111 C.R.S. Law-Specified Vendor Statute (if any): 26.5-2-103 C.R.S. Procurement Method: Law Specified Solicitation Number (if any): NA
State Representative Michael Cooke, Early Childhood Transition Director 1575 Sherman Street, 1st Floor Denver, CO 80203 Phone: 303.906.7636 Email: m.michael.cooke@state.co.us	**Contractor Representative** Matthew Birnie, County Manager 220 N.Spruce Street Gunnison, CO 81230 Phone: 970.641.0248 Email: mbirnie@gunnisoncounty.org

Exhibits
The following Exhibits are attached and incorporated into this Contract:
Exhibit A - Statement of Work
Exhibit B - Application
Exhibit C - Additional Provisions
Exhibit D - HIPAA Business Associate Agreement
Exhibit E - Supplemental Provisions for Federal Awards
Exhibit F - Estimate of Amount to be Drawn Down for the GAE

Contract Purpose
Contractor shall serve as the Local Coordinating Organization (LCO) for early childhood and family support programs and services provided to children and families within the community. They shall develop a unified plan with community partners for the successful rollout of Universal Pre-School (UPK) and longer-term birth to five goals for delivery of comprehensive early childhood services and supports for the catchment area.

Signature Page Begins On Next Page

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COLORADO
Department of Early Childhood

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR Gunnison County DocuSigned by: Matthew Birnie DF57D9FBAE8C463... By: Matthew Birnie, County Manager Date: 10/26/2022	**STATE OF COLORADO** Jared S. Polis, Governor Department of Early Childhood Lisa Roy, Ph.D., Executive Director DocuSigned by: Lisa Castiglia F11A91F07B444C8... By: Lisa Castiglia, Interim CFO/Director of Finance Operations Date: 10/26/2022
2nd State or Contractor Signature if Needed By: Name & Title of Person Signing for Signatory Date:	**LEGAL REVIEW** Philip J. Weiser, Attorney General By: Assistant Attorney General Date:

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Toni Williamson
D2A31DEB619C416...
By: Andrea Eurich/Toni Williamson

Effective Date: 10/27/2022

-- Signature and Cover Pages End --

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COLORADO
Department of Early Childhood

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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the Department of Early Childhood (the "State" or "CDEC"). 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.

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B. Initial Term

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

C. Extension Terms - State's Option

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

D. End of Term Extension

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

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest

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shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for Breach of Contract by Contractor, which shall be governed by §12.A.i.

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

N. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

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

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

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

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

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

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and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth in § 24-72-102, et. Seq., C.R.S.

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

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

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

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

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

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

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

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

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

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

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

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

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

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

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to

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fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

v. Option to Increase Maximum Amount

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

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

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

B. Litigation Reporting

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

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

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

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this

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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

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the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

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E. Data Protection and Handling

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

F. Safeguarding PII

IF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS WILL OR MAY RECEIVE PII UNDER THIS CONTRACT, CONTRACTOR SHALL PROVIDE FOR THE SECURITY OF SUCH PII, IN A MANNER AND FORM ACCEPTABLE TO THE STATE, INCLUDING, WITHOUT LIMITATION, STATE NON-DISCLOSURE REQUIREMENTS, USE OF APPROPRIATE TECHNOLOGY, SECURITY PRACTICES, COMPUTER ACCESS SECURITY, DATA ACCESS SECURITY, DATA STORAGE ENCRYPTION, DATA TRANSMISSION ENCRYPTION, SECURITY INSPECTIONS, AND AUDITS. CONTRACTOR SHALL BE A "THIRD-PARTY SERVICE PROVIDER" AS DEFINED IN §24-73-103(1)(I), C.R.S. AND SHALL MAINTAIN SECURITY PROCEDURES AND PRACTICES CONSISTENT WITH §§24-73-101 ET SEQ., C.R.S. IN ADDITION, AS SET FORTH IN § 24-74-102, ET. SEQ., C.R.S., CONTRACTOR, INCLUDING, BUT NOT LIMITED TO, CONTRACTOR'S EMPLOYEES, AGENTS AND SUBCONTRACTORS, AGREES NOT TO SHARE ANY PII WITH ANY THIRD PARTIES FOR THE PURPOSE OF INVESTIGATING FOR, PARTICIPATING IN, COOPERATING WITH, OR ASSISTING WITH FEDERAL IMMIGRATION ENFORCEMENT. IF CONTRACTOR IS GIVEN DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII, CONTRACTOR SHALL EXECUTE, ON BEHALF OF ITSELF AND ITS EMPLOYEES, THE CERTIFICATION DESCRIBED IN SECTION 21 BELOW ON AN ANNUAL BASIS CONTRACTOR'S DUTY AND OBLIGATION TO CERTIFY AS SET FORTH IN SECTION 21 BELOW SHALL CONTINUE AS LONG AS CONTRACTOR HAS DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII. IF CONTRACTOR USES ANY SUBCONTRACTORS TO PERFORM SERVICES REQUIRING DIRECT ACCESS TO STATE DATABASES CONTAINING PII, THE CONTRACTOR SHALL REQUIRE SUCH SUBCONTRACTORS TO EXECUTE AND DELIVER THE CERTIFICATION TO THE STATE ON AN ANNUAL BASIS, SO LONG AS THE SUBCONTRACTOR HAS ACCESS TO STATE DATABASES CONTAINING PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this

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Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of Contract.

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

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

10. INSURANCE

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

A. Workers' Compensation

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

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B. General Liability

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

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

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

iv. $50,000 any one fire.

C. Automobile Liability

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

D. Protected Information

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

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

ii. $2,000,000 general aggregate.

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

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

E. Professional Liability Insurance

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

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

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ii. $1,000,000 general aggregate.

F. Crime Insurance

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

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

ii. $1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

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

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

ii. $2,000,000 general aggregate.

H. Additional Insured

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

I. Primacy of Coverage

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

J. Cancellation

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

K. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of \

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recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

L. Public Entities

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

M. Certificates

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

11. BREACH OF CONTRACT

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

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12. REMEDIES

A. State's Remedies

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

i. Termination for Breach of Contract

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

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

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

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c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Intellectual Property

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

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B. Contractor's Remedies

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

13. STATE'S RIGHT OF REMOVAL

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

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of Colorado Department of Human Services (CDHS) as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

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

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

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

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

ii. Patents

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

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iii. Assignments and Assistance

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

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software, (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

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

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17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

18. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

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

D. Authority

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

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E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

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K. Order of Precedence

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

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

L. External Terms and Conditions

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

M. Severability

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

N. Survival of Certain Contract Terms

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

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq. C.R.S.

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(Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

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

Q. Waiver

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

R. CORA Disclosure

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

S. Standard and Manner of Performance

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

T. Licenses, Permits, and Other Authorizations.

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

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U. Indemnification

i. Applicability

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

ii. General Indemnification

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

iii. Confidential Information Indemnification

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

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor's subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

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V. Accessibility

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

ii. Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

iii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

W. Other

i. Compliance with State and Federal Law, Regulations, & Executive Orders

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

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F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

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

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq.,

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C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

20. DEPARTMENT OF EARLY CHILDHOOD PROVISIONS

A. Exclusion, Debarment and/or Suspension

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

B. Emergency Planning

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

C. Restrictions on Public Benefits

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

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D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any other identity.

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

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

E. Criminal Background Check

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

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

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

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

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

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

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H. COVID-19 Pandemic

CDEC operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

21. THIRD PARTY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S, if Contractor is to be granted access to Personal Identifying Information through a database or automated network that is not publicly available information, Contractor certifies, and will certify annually, under penalty of perjury that Contractor has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

If Contractor's agents, employees, assigns or Subcontractors require certification pursuant to § 24-74-105, C.R.S., Contractor shall require annually that its agents, employees, assigns or Subcontractors sign and date the following certifications as applicable, which shall be made available to the State upon request:

> **For an individual:** *Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*
>
> **For and entity/organization:** *Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*
>
> *I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.*

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COLORADO
Department of Early Childhood

SAMPLE OPTION LETTER (IF APPLICABLE)

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** Month Day, Year **Current Contract Expiration Date** Month Day, Year

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

A. For use with Option 1(A): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. For use with Options 1(B and C): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. For use with Option 1(D): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. For use with Option 1€: In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. For use with all Options that modify the Contract Maximum Amount: The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date:

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

STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE SAMPLE ONLY – DO NOT SIGN By: Name & Title of Person Signing for Agency or IHE Date: SAMPLE ONLY – DO NOT SIGN	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** SAMPLE ONLY – DO NOT SIGN Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: SAMPLE ONLY – DO NOT SIGN

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COLORADO
Department of Early Childhood

Exhibit A

STATEMENT OF WORK (SOW)
UNIVERSAL PRESCHOOL PROGRAM (UPK)

Gunnison County
220 N. Spruce Street
GUNNISON, CO 81230

UPON EXECUTION – JUNE 30, 2023

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COLORADO
Department of Early Childhood

Exhibit A

INTRODUCTION/BACKGROUND

Pursuant to House Bill 22-1295 subsection 26.5-2-101, Local Coordinating Organizations (LCOs) shall be selected by the Colorado Department of Early Childhood (CDEC) in order to support access to and equitable delivery of early childhood and family support programs and services, identify gaps in service, foster partnerships, create alignment among the public and private providers and agencies within the Coordinating that serve families and children, and establish a comprehensive, locally supported plan for providing early childhood and family support programs and services equitably within the community.

SCOPE OF WORK

The development and implementation of a Community Plan that shall at a minimum include the following:

1) Counties/Communities to be served as the LCO for early childhood and family support programs and services provided to children and families within the community: See Exhibit B - Application
2) Develop a unified plan with community partners for the successful rollout of Universal Pre-School (UPK) and longer-term birth to five goals for delivery of comprehensive early childhood services and supports for the catchment area. The Plan and subsequent updates are subject to review and approval by CDEC
    a. Initial plan and budget for the FY 22-23 is due on October 31, 2022
    b. LCO shall annually review and revise the community plan to ensure the plan continues to accurately reflect the early childhood and family support programs and services within the community and is relevant and effective in meeting families' needs for early childhood and family support programs and services.
    c. In creating, reviewing, and revising the community plan, the LCO shall solicit and consider input from families, providers, members of the early childhood and family support workforce, local early childhood councils, local and tribal agencies, local governments, and the business community within the community.
3) LCO shall work with entities within the community, including the entities specified in section 26.5-2-103 (2)(c) of the legislation, to implement the community plan
4) Plan and provide outreach for early childhood and family support programs and services with other efforts to provide holistic services for families, including food, cash assistance, and health care
5) During year one the Community Plan shall provide enrollment for Universal Pre-school as a priority and add other childhood and family support programs as applicable
6) Schedule and coordinate with area stakeholders and serve as the local resource for family access to quality early care and education.
7) Strengthen the local early childhood system by supporting providers, growing capacity, and increasing access
8) Plan for the allocation of equitable funding in the community, with consideration of a parent’s choice of provider

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9) Coordinate the program application and enrollment process for early childhood programs for both families and providers and across all participating entities within the community to facilitate the greatest practicable degree of family access to early childhood and family support programs
10) Subject to the availability and enrollment capacity of preschool providers in the community, provide universal access, in alignment with family choice, to high-quality school- and community-based preschool providers within the community for children in the year before eligibility for kindergarten
11) Manage a mixed delivery system of pre-school providers
12) Allocate, in coordination with local and tribal agencies, when applicable, local early childhood funding and state preschool program funding to public and private providers within the community, based on the community plan, and ensure, to the greatest extent possible, that children who are in low-income families and meet qualifying factors are prioritized to receive early childhood and family support programs and services
13) Support and ensure the availability of high-quality early childhood care and education for all children, including supporting access to training and support for members of the early childhood workforce
14) Increase over time the capacity of high-quality early childcare and education programs within the community to better meet family and community needs
15) Support public and private providers in recruiting, page 33-house bill 22-1295 developing, and retaining within the community a quality early childhood workforce that is culturally and linguistically relevant to the community
16) Work with providers in the community to ensure the collection and reporting to the department of key systems level data, as required by department rules, in a manner that minimizes duplication and the burden on families and providers and ensures compliance with all applicable privacy protections
17) Comply with department rules, if any, in implementing the community plan and the duties described in this section
18) Comply with any statutory auditing requirements that apply to the LCO
19) Comply with any other provisions included in the contract.

PERIOD OF PERFORMANCE

Upon Execution – June 30, 2023

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COLORADO
Department of Early Childhood

Exhibit A

WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**LCO shall coordinate and implement local community access to Universal Pre-School (UPK) as part of the Community Plan**				
Key Activity A: Universal Pre-School access implementation Plan					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Engage with local agencies and community stakeholders	October 2022	Input received from local stakeholders	Schedule and implement at least 3 meetings and/or gatherings during the reporting period regarding Universal pre-school enrollment plans.	Coordinator	Personnel, Indirect and Operating Costs
Present for approval UPK community allocation plan	December 2022	Plan for UPK community allocation plan reviewed and approved by CDEC	Approval from CDEC staff for UPK allocation plan to move forward	Coordinator and CDEC staff	All categories
Universal Pre-School enrollment implementation	June 2023	Universal Pre-School enrollment plan fully integrated and running	Full UPK enrollment implementation	Coordinator	All Categories

SCHEDULE/MILESTONES

Provide a completed comprehensive Community Plan by November 1, 2022.

ACCEPTANCE CRITERIA

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

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REQUEST FOR APPLICATIONS FOR EARLY CHILDHOOD LOCAL COORDINATING ORGANIZATIONS (LCOs)

Paper applications can be mailed to entities upon request. Please submit requests for a paper application to cdec@state.co.us

Click here to scroll down to a map of catchment areas and a school district guide

Do you need support with this application?

The Early Childhood Transition Team is here to help. We are offering virtual office hours, during which we will be available to answer your questions. Office hours will take place via Google Meet every Monday at 12:30pm and every Wednesday at 5:00pm through June 20.

Click here to join our Monday afternoon office hours

Click here to join our Wednesday evening office hours

For quick questions, please email cdec@state.co.us

For more information, visit this FAQ document and our website at cdec.colorado.gov/local-coordinating-organizations

SECTION I- OVERVIEW

A. The Establishment of Local Coordinating Organizations

With increased funding through the passage of Proposition EE and bold early childhood initiatives led by Governor Jared Polis, Colorado is in a pivotal position to transform its entire early childhood landscape. In July of 2022, the Colorado Department of Early Childhood (CDEC) will officially open and will be charged with overseeing this early childhood system, including the implementation of 10 hours of universal, voluntary preschool by July 2023, for children in the year before kindergarten.

Currently, Colorado is in the process of re-envisioning its infrastructure (e.g., leadership, capacity, workforce, resources, partnerships) to successfully launch a program of this scale. HB 22-1295 lays a foundation for this infrastructure by authorizing the creation of Local Coordinating Organizations (LCO) in all regions of the state. To ensure that community voices are elevated and local partnerships are fostered, LCOs will serve as CDEC's partners in each area of the state and will implement the state's early childhood vision in accordance with their local context.

B. Expectations for LCOs

Through this Request for Applications (RFA), CDEC is seeking to identify and support Local Coordinating Organizations (LCOs) for the three-year period beginning July 1, 2022, continuing through June 30, 2025. The satisfactory execution of responsibilities

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during year one (2022-2023) is a requirement to continue agency designation and funding for year two (2023-2024) and year three (2024-2025).

At a high level, in their community, LCOs are charged to:

- Develop a unified plan with community partners for the successful rollout of UPK and longer term birth to five goals for comprehensive early childhood services and supports for the catchment area
- Coordinate, at a minimum, enrollment for universal preschool in year one, adding other early childhood and family support programs as able
- Serve as a local resource for family access to quality early care and education from birth to five and beyond
- Engage with all community partners and stakeholders
- Strengthen the local early childhood system by supporting providers, growing capacity, and increasing access
- Plan for the allocation of equitable funding in the community, with consideration of a parent's choice of provider*
- Administer additional functions related to early childhood as applicable

**Please note that the Department will administer funds directly to providers, unless the LCO explicitly requests and demonstrates the ability to serve this role (see page 7).*

To fulfill this charge, LCOs must complete an annual community plan that describes their strategy to:

- Ensure as many families as possible can access early childhood programs and services for which they are eligible, from birth to age five and beyond
- Ensure mixed delivery through the recruitment of both school- and community-based partners, as well as family child care providers and other participating entities
- Allocate per-child slots equitably across sites and programs
- Address capacity needs and assist in aligning all available resources with community demand
- Allow families as much choice as possible in their selection of child care providers
- Coordinate, at a minimum, enrollment for universal preschool in year one, adding other early childhood programs as able

At a minimum, this community plan includes the following deliverables:

1. Annual unduplicated count of all children served, with waiting list, vacancies, and family demand as available

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2. Unified funding request for catchment area
3. Recruitment and enrollment plan
4. Budgets for all applicable funds, including administration
5. Initial, long term plans for coordinating other early childhood and family support services

A more thorough list of responsibilities for LCOs can be found in HB 22-1295 and are outlined in more detail in the draft LCO agreement linked here (for informational purposes only - you do not need to submit this agreement at this stage). CDEC will provide ongoing support to guide and assist LCOs with executing these responsibilities. CDEC will monitor LCOs and review all deliverables to determine if adequate implementation of the outlined responsibilities is occurring and to provide technical assistance, partnerships, and support in accordance with each community's needs. Over time, as the needs of Colorado families change and the state's early childhood infrastructure continues to develop, expectations for LCOs may shift and expand to best align with community needs.

C. Funding

Because the size of the catchment area and complexity of work will vary for LCOs, not every entity will receive the same amount of funding. LCOs may receive various types of funding from CDEC including administrative funds.

- Administrative funding is the funding given to LCOs to perform their roles. This funding will account for the complexity of work for the LCO in their community. The details for this funding are forthcoming, but we expect to be able to accommodate reasonable requests such as funding to hire staff support, to add technological infrastructure, or other administrative purposes.
- Per-child funding will be allocated by CDEC based on the unified funding request submitted as part of the community plan.

SECTION II- APPLICATION AND SELECTION PROCESS

A. Eligible Applicants

Per HB 22-1295, any public agency or Colorado-based nonprofit organization may apply, including newly formed organizations, strategic partnerships between organizations, or other locally determined innovations. To account for the diversity of Colorado's regions and community based leadership, the LCOs will not necessarily be the same type of entity in every corner of the state.

B. How to Apply

The LCO Application has three parts, which can be accessed on the CDEC website. Those

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interested in applying must complete the Application and any attachments, and submit as one document by *June 20, 2022,* to *cdec@state.co.us.* Applicants may also mail the complete application, including attachments, to CDEC at 1575 Sherman Street, Denver, CO 80203. The application packet must be received by the deadline.

Part 1 – LCO Applicant Profile

Complete the LCO Applicant Profile, which includes requests for adjustments to catchment area of coverage.

Part 2 – Rationale and Evidence for Designation as LCO

Use the questions in this section to describe why your organization is suited to serve as the LCO for your community.

Part 3 – Partner Support

As part of the application, applicants must have the support of local partners in their community. In accordance with HB 22-1295, applicants must have the support of (at a minimum) families, providers, Early Childhood Council, local and tribal agencies, school districts, charter schools, and local government within the community. Applicants may include more organizations, such as Administrative Units, community nonprofits, intermediary organizations, etc.

C. Application Instructions, Deadline and Other Important Dates

Complete the application, which can be done using a PDF reader (e.g., Adobe Acrobat). Individuals without access to a PDF reader can request a Google- or Word-Document version of this application via email to cdec@state.co.us. Please include the application, with letters of support (or signatures on a single letter of support) either included in this file or attached in a separate file. An electronic copy of the application file must be sent via email to *cdec@state.co.us by 4:30 PM on Monday, June 20, 2022. Please indicate that this is an LCO application in the subject line.*

May 11, 2022	Application Template released
Mondays & Wednesdays beginning May 9	Informational Q & A sessions for interested applicants
June 20, 2022	Applications must be submitted by 4:30pm to *cdec@state.co.us*
July 15, 2022	Applicants notified of selection

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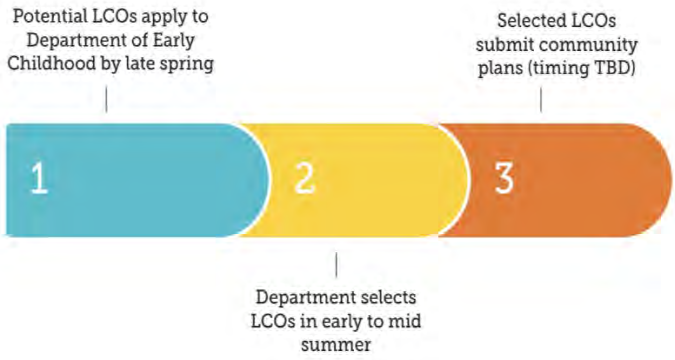
D. Selection Process

All applications will be reviewed for completeness and the review will determine whether the applicant has the capacity to fulfill LCO responsibilities. Interviews or additional application rounds may be conducted as part of the selection process. Successful applicants will be notified via email by July 15.



Selection Criteria:

- Quality and efficiency of the applicant's proposed operating model and the likelihood the applicant will have the capacity, experience, and support to successfully fulfill the responsibilities and duties of an LCO. Specifically, the capacity to:
  - Support families in applying for early childhood and family support programs and services birth to five and beyond, where appropriate
  - Understand local family demand for universal preschool programming
  - Equitably match parents to preschool providers for the universal preschool program through a mixed delivery system that, to the fullest extent practicable, accommodates family choice
- Demonstrated community partnerships and support, and the feasibility and quality of the applicant's plan to coordinate with other entities within the proposed community

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APPLICATION

Definitions

- *Community: Catchment area for which the LCO is designated*
- *Community Partner: All early childhood partners within the catchment area for which the LCO is designated, including but not limited to ECCs, counties, school districts, child care providers, Head Start, CCR&R, FRCs, BOCES, AUs, advisory councils. Community partners will not be the same for every LCO but should be inclusive and representative of the local landscape.*

PART 1: LCO APPLICANT PROFILE

Complete the following questions:

LCO Entity or Partnership Entities Gunnison-Hinsdale Early Childhood Council
Mailing Address 220 N. Spruce Street, Gunnison, CO 81230
Physical Address 220 N. Spruce Street, Gunnison, CO 81230
Primary Contact Name Lana Athey
Primary Contact Title Gunnison-Hinsdale Early Childhood Council Co-Coordinator
Telephone 970-641-3244
Email lathey@gunnisoncounty.org

For which catchment area are you applying? Please see catchment area chart and map, where the name and boundary of each catchment area is indicated.

Gunnison-Hinsdale Catchment Area

If you have significant concerns about the boundaries of your catchment area, or if you are requesting to partner with an LCO applicant in another catchment area, please detail that information here. Note that requests cannot result in a school district being split into multiple catchment areas.

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PART 2 – RATIONALE AND EVIDENCE FOR DESIGNATION AS LCO

Use this section to provide a brief justification for your organization to be designated as the LCO for your community.

Describe your organizational capacity, or the capacity of your LCO partnership, to serve as LCO in your community.

Please include any history of successfully completing similar roles in your community in your response. Note that administrative funding will be available to support LCO capacity. (500 words or less)

The Gunnison-Hinsdale Early Childhood Council (GHECC) was brought to our community in July of 2007 by Gunnison County's Department of Health and Human Services Department (DHHS) in order to improve local early childhood services and educational opportunities for children in these counties. The GHECC works in conjunction with Early Childhood Councils across Colorado to address the goals of HB 07-1062 which expresses a statewide need for increasing and sustaining the quality, accessibility, capacity, and affordability of services for children and their parents to help parents raise their children to be successful at

In reflecting on the roles and responsibilities of an LCO, what do you see as your organization's greatest strength? What will require the most support or growth for your organization? *(500 words or less)*

Since 2008 the GHECC has been working with various community partners to strengthen the early childhood systems in Gunnison and Hinsdale Counties. The Council already enjoys a strong partnership with licensed child care providers, the Gunnison Watershed RE1J school District, the Hinsdale County School District, Gunnison County, Town of Crested Butte, City of Gunnison, Gunnison County Family Advocacy and Support Team, Gunnison County Juvenile services, and other family serving agencies in the community. The Council strongly believes that we have already developed a strong foundation with partner agencies to ensure that Universal Preschool is rolled out in a well thought out manner in the communities

Why are you applying for the specific catchment area you indicated in Part 1? *(250 words or less)*

The Council is applying for the Gunnison-Hinsdale catchment area because this area is our Early Childhood Council's catchment area.

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Briefly describe your history or future plans to foster collaboration between community partners in your proposed catchment area and elevate the perspectives and experiences of families and providers. *In accordance with HB 22-1295, please reference your plans to coordinate with, at a minimum, Administrative Units, ECCs, Head Start Agencies, FRCs, and county departments of human services for the administration of CCCAP.*

As mentioned previously the GHECC is housed under Gunnison County Department of Health and Human Services. Gunnison County is the Council's fiscal sponsor and the County's Finance Department processes all invoices and administers payroll for all GHECC staff. One of the Co-Coordinators of the GHECC also serves as Gunnison County's Community Services Supervisor who oversees the Gunnison and Hinsdale Counties Colorado Child Care Assistance Program. This arrangement allows for bette coordination of child care tuition assistance services and helping families to navigate various funding streams for their care needs. The GHECC will work closely

CDEC will administer funding to providers, unless LCOs have a demonstrated ability to do so themselves, and request the authority to manage provider payments. If your organization wishes to be responsible for the distribution and administration of public funding within your community, please describe your history and capacity to administer payments to providers. Otherwise you may leave this section blank. *(350 words or less)*

Please indicate your plan to ensure the availability of a mixed delivery system and the equitable allocation of funding among preschool providers based on family choice. If you are a direct service provider, please address your plan to ensure there are no conflicts of interest in serving this role. *(250 words or less)*

The GHECC plans to engage ALL licensed child care providers in Gunnison and Hinsdale Counties in the upcoming year and encourage them to participate in Universal Preschool to ensure that all families with 4 year old children have access to the program regardless of where they choose to enroll their children in care. We do anticipate that some of our local home providers will not be interested in participating in Universal Preschool and our Council is planning to hold special meetings for providers that might be apprehensive about being a UPK provider to discuss the benefits for the provider and the families that they serve.

PART 3 – PARTNER SUPPORT

As part of the application, applicants must have the support of local partners in their community. In accordance with HB 22-1295, applicants must have the support of (at a minimum) families, providers, Early Childhood Council, local and tribal agencies, school districts, charter schools, and local government within the community. Applicants may include more

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organizations, such as Administrative Units, community nonprofits, intermediary organizations, etc.

Letters of support or signatures on a single letter of support may be used to indicate notification of and endorsement of application. Letters should include contact information if any follow up is needed as part of the application process. Please compile all letters into one document, include the partner's name along with each letter or signature, and attach it along with this application.

Please submit your completed application and letters of support as an email attachment to cdec@state.co.us by June 20, 2022.

Do you need support with this application?

The Early Childhood Transition Team is here to help. We are offering virtual office hours, during which we will be available to answer your questions. Office hours will take place via Google Meet every Monday at 12:30pm and every Wednesday at 5:00pm through June 20.

Click here to join our Monday afternoon office hours

Click here to join our Wednesday evening office hours

For quick questions, please email cdec@state.co.us

For more information, visit this FAQ guide and our website at cdec.colorado.gov/local-coordinating-organizations

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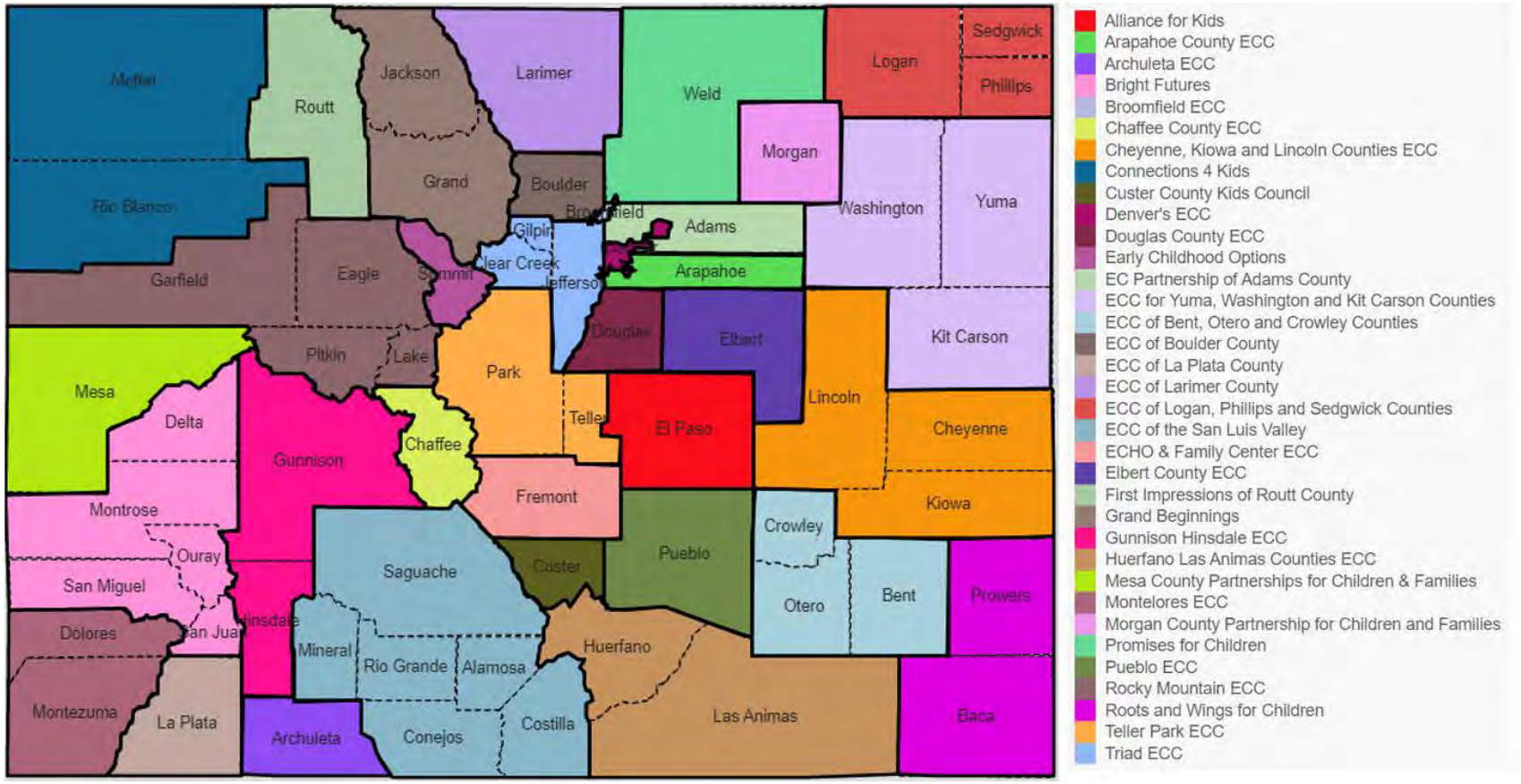
LCO Catchment Areas

Click on the map below to download an interactive version

Continuing scrolling on this page to view the list of school districts in each catchment area

If the link does not work, please paste this into your browser:

http://drive.google.com/uc?export=download&id=13YV6jWUwhphjqmHntq1sFkIyvwM_iake



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Department of Early Childhood

List of School Districts in Catchment Areas

Connections 4 Kids	First Impressions of Routt County	Grand Beginnings	ECC of Larimer County	Promises For Children	Morgan County Partnership for Families	ECC of Logan, Phillips, Sedgwick	Denver's ECC	Elbert County ECC
Moffat County RE-No 1, Rangely RE-4, Meeker RE-1	Steamboat Springs RE-2, Hayden RE-1, South Routt RE-3	North Park R-1, West Grand 1-JT, East Grand 2	Poudre RE-1, Estes Park R-3, Thompson R2-J	Ault-Highland RE-9, Pawnee RE-12, Windsor RE-4, Eaton RE-2, Briggsdale RE-10, Prairie RE-11, Johnstown-Milliken RE-5J, Greeley 6, Platte Valley RE-7, Weld RE-1, Weld RE-8, Weld County RE-3J,	Wiggins RE 50-J, Weldon Valley Re 20-J, Fort Morgan RE-3, Brush RE 2-J	Plateau RE-5; Valley RE-1; Buffalo RE-4J; Frenchman RE-3; Revere; Julesburg RE-1; Haxton RE-2J; Holyoke RE-1J	Denver County 1	Elizabeth, Kiowa C-2, Elbert 200, Agate 300, Big Sandy 100-J

Early Childhood Partnership of Adams County	ECC of Boulder County	Broomfield ECC	Triad ECC	Douglas County ECC	Arapahoe County ECC	ECC for Yuma. Washington & Kit Carson Counties	Cheyenne, Kiowa, Lincoln ECC	Alliance for Kids
Westminster 50, Mapleton 1, Adams 12, Adams 14, Brighton 27-J,	St. Vrain Valley RE-1J, Boulder Valley RE-2	Broomfield is served by school districts in other catchment areas	Gilpin County RE-1, Clear Creek RE-1, Jefferson County RE-1	Douglas County RE-1	Adams Arapahoe 28-J, Cherry Creek 5, Englewood 1, Sheridan 2, Littleton 6, Strasburg 31-J, Byers 32-J, Bennett 29-J, Deertrail 26J	Akron R-1, Lone Star 101, Otis R-3, Yuma 1, Wray RD-2, Woodlin R-104, Arickaree R-2, Liberty J-4, Idalia RJ-3, Arriba-Flagler C-20, Hi-Plains R-23, Stratton R-4, Bethune R-5, Burlington RE-6J	Limon RE-4J, Genoa-Hugo C-113, Karval RE-23, Kit Carson R-1, Cheyenne County RE-5, Eads RE-1, Plainview RE-2	Lewis Palmer 38, Academy 20, District 49, Peyton 23-JT, Calhan RJ-1, Manitou Springs 14, Colorado Springs 11, Cheyenne Mountain 12, Fountain 8, Harrison 2, Widefield 3, Ellicott 22, Hanover 28, Miami/Yoder 60-JT, Edison 54-JT

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COLORADO
Department of Early Childhood

List of School Districts in Catchment Areas

ECHO & Family Center ECC	Custer County Kids Council	Pueblo ECC	Huerfano-Las Animas Counties ECC	ECC of Bent, Otero & Crowley Counties	Roots and Wings for Children	Rocky Mountain ECC	Early Childhood Options	Mesa County Partnership for Children & Families
Canon City RE-1, Cotopaxi RE-3, Fremont RE-2	Custer County C-1	Pueblo City 60, Pueblo County 70	Huerfano RE-1, La Veta RE-2, Aguilar Reorganized 6, Primero Reorganized 2, Trinidad 1, Hoehne Reorganized 3, Branson Reorganized 82, Kim Reorgainized 88	Fowler R-4J, Crowley County RE 1-J, Manzanola 3J, Rocky Ford R-2, Cheraw 31, Swink 33, East Otero RE-1, Las Animas RE-1, McClave RE-2	Lamar RE-2, Granada RE-1, Holly RE-3, Pritchett RE-3, Springfield RE-4, Campo RE-6, Vilas RE-5, Walsh RE-1	Garfield 16, Garfield RE-2, Eagle County RE-50, Roaring Fork RE-1, Aspen 1, Lake County R-1	Summit RE-1	Mesa County Valley 51, Plateau Valley 50, DeBeque 49-JT,

Bright Futures	Gunnison Hinsdale ECC	Chaffee County ECC	Teller Park ECC	Montelores ECC	ECC of La Plata County	Archuleta ECC	ECC of the San Luis Valley
Delta County 50-J, Montrose County RE-1J, West End RE-2, Norwood R-2J, Telluride R-1, Ridgeway R-2, Ouray R-1, Silverton 1	Gunnison Watershed RE-1J, Hinsdale County RE-1	Buena Vista R-31, Salida R-32	Platte Canyon RE-1, Park County RE-2, Woodland Park RE-2, Cripple Creek-Victor RE-1	Dolores County RE NO 2, Dolores RE-4A, Montezuma Cortez RE-1, Mancos RE-6	Durango 9-R, Bayfield 10 JT-R, Ignacio 11-JT	Archuleta County 50 JT	Mountain Valley RE-1, Center 26 JT, Moffat 2, Creede, Upper Rio Grande C-7, Sargent RE 33-J, Sangre De Cristo RE 22-J, Monte Vita C-8, Del Norte C-7, Alamosa RE-11J, North Conejos RE-1J, Sanford 6J, South Conejos RE-10, Sierra Grande R-30, Centennial R-1

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Exhibit C

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the pre-approved amount pursuant to the process in Exhibit C, Section 12. General Accounting Encumbrance, of this contract.

A. The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.

B. Payment shall be made on a cost reimbursement basis for services rendered.

C. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.

D. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC. If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.

E. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to

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

F. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.

G. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.

H. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor.

5. PARTICIPATION

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

6. SUPPLANTING

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

7. TRAVEL

A. Mileage shall not exceed the Federal mileage rate per https://www.gsa.gov/travel-resources.

B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per https://www.gsa.gov/travel-resources.

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

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

8. SUBRECIPIENT

Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: https://forms.gle/QTXGEabvipymdsfd8 upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor.

9. CRITICAL INCIDENT REPORTING

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Department of Early Childhood (CDEC), the agency must report in writing the details of the critical incident to the CDEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an

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egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

10. MANDATED REPORTING

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

B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: https://www.coloradocwts.com/mandated-reporter-training.

11. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

A) Payment for Local Coordinating Organizations (LCO) for the Universal Pre-School (UPK) Program to all contractors shall be made as incurred, in whole or in part, from the total available funds to be utilized for the following:

- **i)** Personnel – Salary and Fringe Expenses
- **ii)** Consultant Costs
- **iii)** Technology Costs
- **iv)** Operating Expenses
- **v)** Travel – In-State Mileage and Travel Expenses
- **vi)** Indirect

B) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.

C) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. All LCO shall have access to the GAE The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

D) In order to receive reimbursement for any services, Contractor shall submit a request for anticipated expenses for pre-approval. The request shall be made, and approval received 30 days prior to the delivery of services.

E) Invoices shall be submitted separately for pre-approved Local Coordinating Organization expenditures.

- **i)** The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us.

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12. GIFT CARDS

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

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

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Exhibit D

HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1. PURPOSE

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

2. DEFINITIONS

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

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

a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.

b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.

c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

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

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3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;

B. the person notifies Business Associate of any Breach involving PHI of which it is aware.

iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

d. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

e. Impermissible Uses and Disclosures.

i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

f. Business Associate's Subcontractors.

i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

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ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

g. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at http://oit.state.co.us/about/policies.

h. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

i. Amendment of PHI.

i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

j. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

k. Restrictions and Confidential Communications.

i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or

B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.

ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

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l. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

m. Audit, Inspection and Enforcement.

i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

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

n. Appropriate Safeguards.

i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.

ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.

iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.

iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

o. Safeguard During Transmission.

i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

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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.

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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.

a.

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.

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5. TERMINATION

b. 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.

u. 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.

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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.

i. 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.

ii. 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,

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in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

v. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

12. INTERPRETATION AND ORDER OF PRECEDENCE

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

13. SURVIVAL

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

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APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1. PURPOSE

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

2. ADDITIONAL TERMS

a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

   i. Reserved.

b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

   i. Reserved.

c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

   i. Reserved.

d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

   i. Reserved.

e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

   i. Reserved.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:

   i. Reserved.

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COLORADO
Department of Early Childhood

EXHIBIT **E** - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1) Federal Award Identification
   i. Subrecipient: **GUNNISON, COUNTY OF;**
   ii. Subrecipient Unique Entity Identifier (UEI) number: **NSN9FAGKEDJ9;**
   iii. The Federal Award Identification Number (FAIN) is **2101COCDC6;**
   iv. The Federal award date is **04/14/2021**;
   v. The subaward period of performance start date is **10/01/2020** and end date is **09/30/2024**;
   vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
SFY23	**$0***	**$0*** ***An appropriation for Local Coordinating Organizations (LCOs) for the Universal Pre-School (UPK) Program General Accounting Encumbrance (GAE) is subject to appropriated funds in the amount of $4,000,000. GAE funds shall be split among other LCO vendors. See Exhibit C, Section 12.**	**$0***

   vii. Federal award project description: **Child Care Supplemental Discretionary Funds, American Rescue Plan (ARP) Act, Child Care and Development Fund Grants**;
   viii. The name of the Federal awarding agency is **Department of Health and Human Services, Administration for Children and Families**; the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Lisa R. Roy, Executive Director, Colorado Department of Early Childhood, Lisa.Roy@state.co.us, 303.906.2832**;

ix. The Catalog of Federal Domestic Assistance (CFDA) number is **93.575**, name is **Child Care Development Block Grant**, and dollar amount is **$178,553,958**;

x. This award **is not** for research & development;

xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.

2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **the General Provisions, Exhibit A – Statement of Work and Exhibit C – Additional Provisions**.

3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions, Exhibit A – Statement of Work and Exhibit C – Additional Provisions**.

4) Subrecipient's approved indirect cost rate is **the de minimis rate of 10 %**.

5) Subrecipient must permit CDEC and auditors to have access to Subrecipient's records and financial statements as necessary for CDEC to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.

6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions, Exhibit A – Statement of Work and Exhibit C – Additional Provisions**.

7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) Matching Funds

If a box below is checked, the accompanying provision applies.

i. ☑ Subrecipient is not required to provide matching funds.

ii. ☐ Subrecipient shall provide matching funds as stated in **N/A**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDEC 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 CDEC that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

1. DEFINITIONS.

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

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

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

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1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

1.1.1.2. Award ***does not*** include:

1.1.1.2.1. Technical assistance, which provides services in lieu of money;

1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

1.1.1.2.3. Any award classified for security purposes; or

1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.1.2. "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.

1.1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

1.1.5. "Entity" means:

1.1.5.1. If the source of funding is a Grant:

1.1.5.1.1. a Non-Federal Entity;

1.1.5.1.2. a foreign public entity;

1.1.5.1.3. a foreign organization;

1.1.5.1.4. a non-profit organization;

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

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

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

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

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1.1.5.2. If the source of funding is not a Grant:

1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;

1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;

1.1.5.3. a foreign public entity;

1.1.5.4. a domestic or foreign non-profit organization;

1.1.5.5. a domestic or foreign for-profit organization; and

1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

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

1.1.7. If the source of funding is a Grant, "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

1.1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.1.9. "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1.1.10. If the source of funding is a Grant, "Grant" as used herein is the Contract to which these Federal Provisions are attached.

1.1.11. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.

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

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

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

1.1.13.2. Is not organized primarily for profit; and

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

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

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

1.1.16. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

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1.1.18. "Subrecipient" or, if the source of funding is a Grant, "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

1.1.19. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.1.20. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

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

1.1.21.1. Salary and bonus;

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

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

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

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

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

1.1.22. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.

1.1.23. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.1.24. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

2.1. Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2. DUNS. Contractor/Grantee shall provide its DUNS number to its Prime Recipient, and shall update Contractor's/Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. TOTAL COMPENSATION.

4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1.1. The total Federal funding authorized to date under the Award is $30,000 or more if the source of funding is a Grant, or otherwise $25,000 or more if the source of funding is not a Grant; and

4.1.2. In the preceding fiscal year, Contractor/Grantee received:

4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

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

5. REPORTING.

5.1. If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

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6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

6.3. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

7.1.1.1. Subrecipient DUNS Number;

7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;

7.1.1.3. Subrecipient parent's organization DUNS Number;

7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;

7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

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

7.1.2.1. Subrecipient's DUNS Number as registered in SAM.

7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

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

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

9. ACCESS TO RECORDS.

9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. SINGLE AUDIT REQUIREMENTS.

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

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

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

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

11. CONTRACT/GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.

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11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

12. CERTIFICATIONS.

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12.1. Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

13. EXEMPTIONS.

13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

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

14. EVENT OF DEFAULT AND TERMINATION.

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

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

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

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

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

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

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

EXHIBIT END

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Local Coordinating Organization

Gunnison-Hinsdale Early Childhood Council

Administrative Budget

Initial Administrative Funding Amount:	$64,660

Use the table below to estimate how you plan to spend your initial administrative funding allocation, with a brief justification for each line item. Please add additional rows if required.

Expenditure	Explanation	Amount
Personnel	Salary and Benefits for 1 or 2 staff members	$46,194
Equipment	Computer	$4,000
Travel	Lodging and Mileage	$1,000
Incentives	Stipends for participation in Community planning meetings $500/early childhood provider	$6,500
Meeting Meals	Meals for longer planning meetings	$500
Indirect		$6,466
	Total	**$64,660**

Initial Funding Requested:	$64,660

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractual Service Cost Agreement; Vector Disease

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: VDCI, LLC

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

Summary:

Mosquito District New Contract

Fiscal Impact:

Submitted by: Perry Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 10/14/2024

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

Comments:
Legally sufficient. SO 10/16/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/16/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/29/2024

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

Agenda Date: 11/5/2024

Revised April 2015

A Mosquito Management Services Renewal Proposal for the:

Gunnison County

October 1, 2024

Vector Disease Control International, LLC

7230 W 118th Pl, Unit C
Broomfield, Colorado 80020
Contact: Chris Kruthaupt
Local Phone: (970) 641-4249
Email: ckruthaupt@vdci.net

GUNNISON COUNTY
2025-2027 INTEGRATED MOSQUITO MANAGEMENT SERVICES

VECTOR DISEASE CONTROL INTERNATIONAL, LLC

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EXECUTIVE SUMMARY

Vector Disease Control International (VDCI) is pleased to offer a proposal for Gunnison County's Integrated Mosquito Management (IMM) Program. We believe that VDCI has clearly proven our ability to provide quality, cost-effective services. In addition to our services, we have established working relationships with the citizens of Gunnison County. VDCI hopes to once again serve Gunnison County for the 2025 through 2027 mosquito seasons.

VDCI is a company built on the foundations of public health, ethics, professionalism, and technical expertise with the goal of creating true partnerships with local municipalities, districts, and residents. We strive to improve the quality of human life in communities through education, surveillance and the control of mosquitoes and other disease vectors. VDCI successfully achieves your goals by devising Integrated Mosquito Management programs that are innovative, environmentally sound, and cost effective. At all times, we will conduct business through open communication and partnerships with our customers in a manner that meets their objectives and protects both the environment and the welfare of local residents.

Vector Disease Control International has designed, implemented, refined and pushed to new technological levels, comprehensive mosquito control and disease surveillance programs based on the sound scientific principles of IPM and the environmental goals of our contracted municipalities. Other important support services offered by VDCI include a diverse informational website, a spray Notification and Shutoff program for citizens, implementation of VDCI's proprietary database, and Geographic Information System software used in daily larval and adult mosquito control operations.

SECTION I. GENERAL CONSIDERATIONS

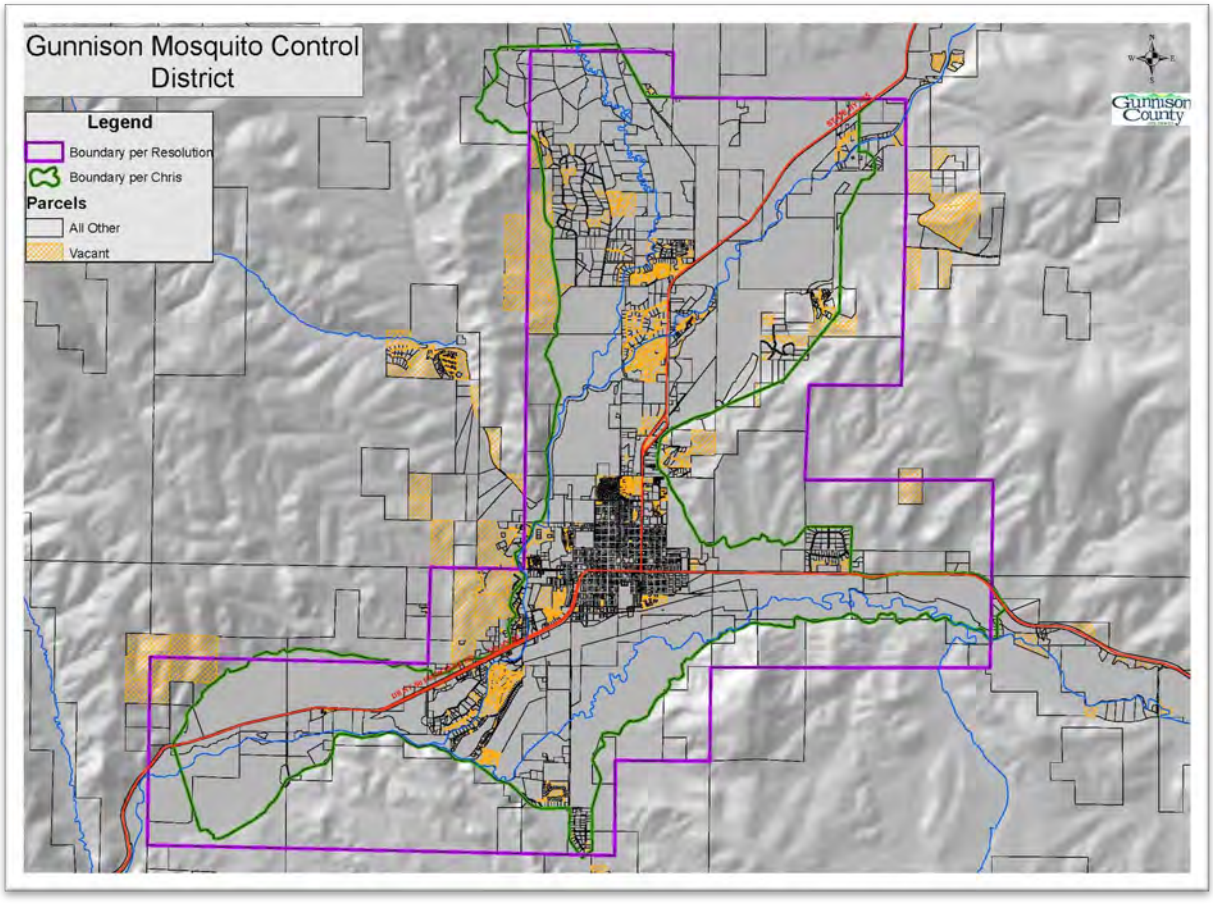
1. PROJECT DESCRIPTION

Vector Disease Control International (VDCI) will conduct a comprehensive Integrated Mosquito Management (IMM) Program for Gunnison County within the service area as defined below.

Vector Disease Control International will employ established IMM principles and practices to dramatically reduce the number of larval and adult mosquitoes in Gunnison County. These principles and practices are based on a sound Integrated Pest Management framework. Monitoring and suppression of both larval and adult mosquitoes will be based on an environmentally focused, least-toxic approach, that utilizes a combination of cultural, biological, and chemical controls to target and reduce all mosquitoes, including potential disease-vector populations and nuisance species, and which is economically feasible, with an emphasis on minimizing chemical adulticide applications.

2. PROJECT AREA

Vector Disease Control International understands and agrees that Gunnison County Mosquito Control Service Area consists of all areas within the external boundary of the City, as illustrated in the map below.



Section II. Integrated Mosquito Control Services Scope of Work

1. Legal Requirements

VDCI will maintain current licensing and certifications to perform commercial mosquito control services in the State of Colorado.

Vector Disease Control International, LLC is currently licensed and will maintain licensing to perform commercial mosquito control services in the State of Colorado (Colorado Department of Agriculture License No. 10261). See Appendix 1 for a copy of the License and Endorsements. VDCI currently employs 11 Colorado Department of Agriculture Licensed Qualified Supervisors.

VDCI will meet all Federal, State and Local requirements for storage, transport, dispensing and disposal of all products including pesticides.

Additionally, Vector Disease Control International will:

1. Warrant that all services provided will be in a professional and businesslike manner.

2. Comply with all aspects of the United States Department of Labor and the Occupational Safety and Health Administration's regulations concerning the hazards of the chemicals utilized in performance of the specification.

3. Provide entire labor staff directly, not through subcontractors, which staff shall have appropriate pesticide training and certification.

4. Provide telephone, facsimile and e-mail communications capabilities.

5. VDCI will comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

6. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, VDCI will meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

    A. VDCI will certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

B. VDCI will not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

C. VDCI will not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

D. At the time of signing this public contract for services, VDCI has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

E. VDCI will not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

F. If VDCI obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, VDCI will: notify the subcontractor and the County within three days that VDCI has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that VDCI will not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

G. VDCI will comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

7. If VDCI violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, VDCI will be liable for actual and consequential damages to the County.

8. Provide all employees extensive classroom and field training on issues pertaining to; Pesticide and Applicator Laws and Regulations, Pesticide Labels and Labeling, Pesticide Use, Applicator Safety, Public Safety, Environmental Protection, Integrated Pest Management, Integrated Mosquito Management, and Equipment Use and Calibration.

9. Provide all employees training on all pertinent OSHA regulations. Employees will be instructed on required Personal Protective Equipment (PPE) for each product, its use, care, and disposal. Employees will receive instruction on what to do in case of an emergency including and not limited to; spill procedures, vehicular accidents, personal

injury, West Nile prevention, environmental protection, and public safety. This training will include spill prevention, cleanup and disposal, and chain of command notification requirements.

10. Provide employees with all required Personal Protection Equipment as required by the EPA, Colorado Department of Agriculture, and OSHA.

11. Provide each employee VDCI company shirts so that they can be clearly identified as Mosquito Control Technicians by residents and County officials.

12. All vehicles are owned by VDCI and commercially insured under VDCI's master commercial automotive policy. All vehicles will be clearly marked with the company's name, city, state and telephone number, per CO Dept. of Agriculture rules. No private vehicles will be used. All employees will have proper ID at all times while in the field.

13. All company vehicles used for pesticide applications are trucks, with pesticides being stored and secured in truck bed separate of passenger compartment. This conforms to DOT and Colorado Department of Agriculture Regulations.

14. All trucks are equipped with a correctly rated fire extinguisher, current Safety Data Sheets for all carried products, current labels for all carried products, employee first aid kit, and chemical spill/recovery kit.

15. Use no subcontractors or independent contractors to perform normal surveillance or treatment of areas. All personnel will be legal employees of the company providing the mosquito control services. All employees will be properly trained and licensed by the CO Dept. of Agriculture and covered by General Liability Insurance Policy and Workers Compensation Insurance.

16. Provide Labels and SDS for all products used by company upon written request.

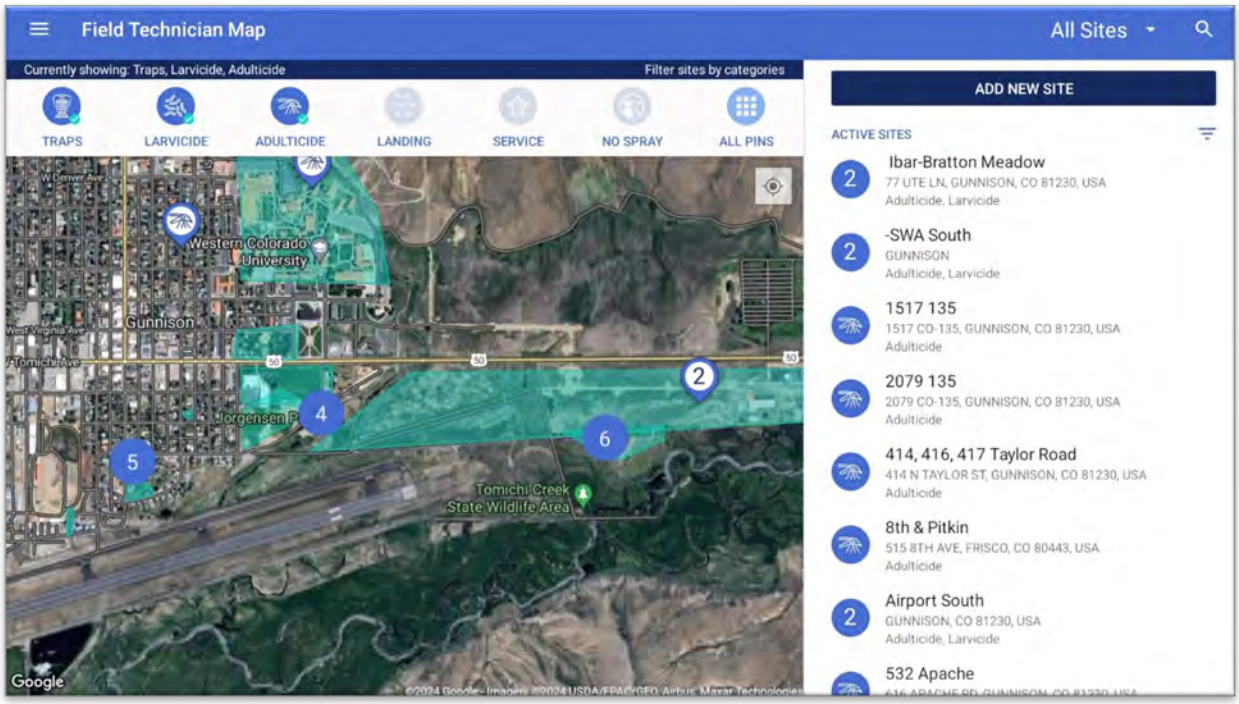
17. Provide General Liability/Auto/Workers Compensation insurance policy as required with a minimum comprehensive of $2 million per occurrence general liability, claims-made policy including chemical and pollution coverage is required. VDCI shall provide each year a current certificate of insurance ensuring this required insurance coverage with Gunnison County as a named additional insured.

2. Survey and Mapping Services

VDCI will survey Gunnison County lands designated in Section I. VDCI will develop and maintain mosquito management service-related information in GIS format, and will provide GIS maps indicating mosquito-breeding sites and larval control activity to the City as requested.

VDCI has been a licensed user of ESRI ArcGIS software for over 18 years and was one of the pioneers of its use in mosquito control operations. VDCI extensively utilizes ESRI's ArcGIS geographic information system integrated with our own proprietary tablet-based software for all larval breeding site mapping, call & shutoff location, truck-ULV application routing and much, much more. In our current existing customer larval database VDCI has mapped and cataloged nearly 20,000 potential larval breeding sites.

VDCI will accurately map and catalog all potential larval mosquito production sites within the proposed service area. VDCI will maintain and update this digital data as needed and will provide copies to Gunnison County as requested.



3. Larval Mosquito Surveillance and Control

I. VDCI will devote the majority of staff time to larval mosquito surveillance and control. VDCI has identified larval habitats within Gunnison County Service Area that are inspected throughout the season on a biweekly, weekly or monthly basis. VDCI will perform larval mosquito control operations from May through September (as needed, dependent on environmental conditions and presence of larvae). VDCI will continue to maintain a larval site history database that includes a site catalog number, date and time of inspections, wet/dry status of site, treatment (if any), product type and amount, estimated acreage treated, larval action threshold, documentation of any adverse incidents associated with treatments (NPDES/CDPS requirement), larval instars present and number of larvae present per dip.

VDCI has continually updated our database system and associated GIS data layers with additional new-found breeding sites and changes in parcel ownership. VDCI will continue to improve the program effectiveness by surveying, mapping and methodically inspecting new sites to build a site history and identify problems areas as they are located.

II. VDCI will utilize our advanced database to accurately maintain inspection sites, dates, treatments, methods, product amounts, products used for control, and population dynamics of the mosquito larvae collected.

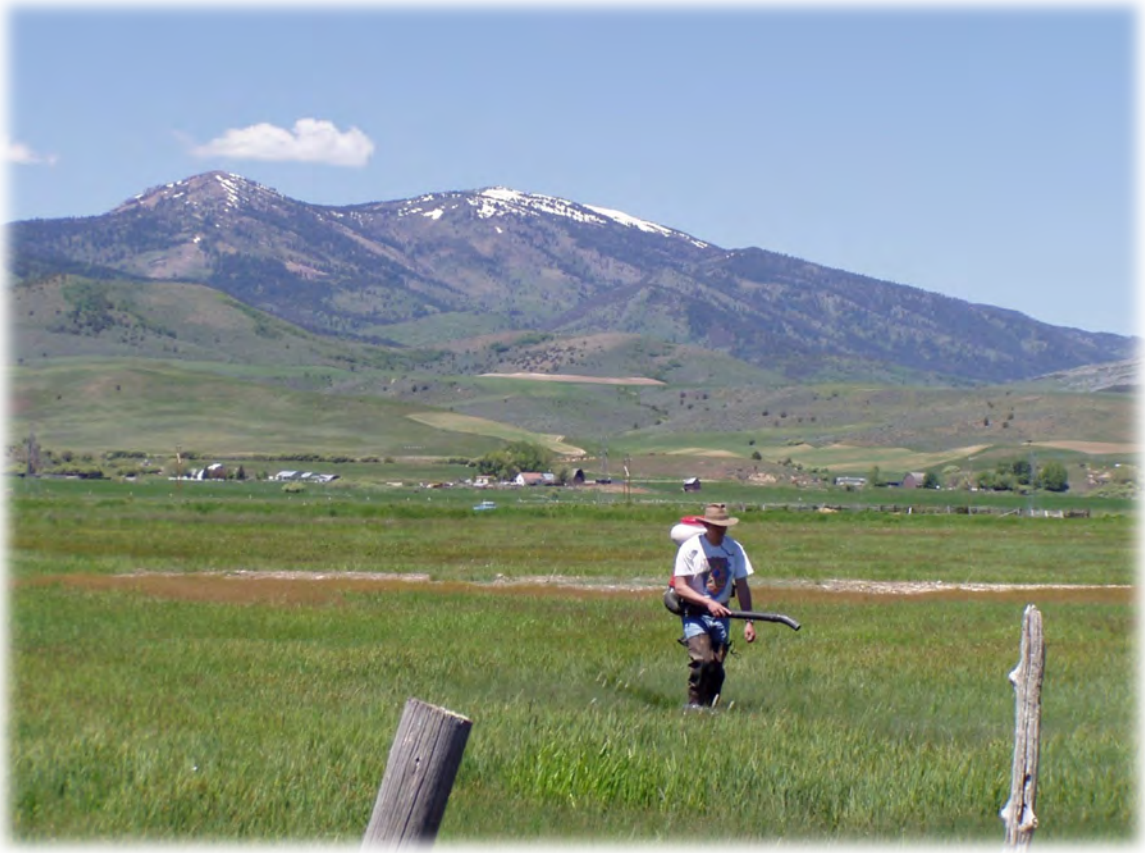
III. Using our previous years of data collecting in Gunnison County as a base, VDCI will continuously fine-tune our proprietary database to efficiently target larval mosquito control operational efforts. Our operations will include:

a. Targeted larval site inspections, as needed, at all previously identified and new found potential larval development sites. Site inspections will target larval sites based on past comprehensive site history data as recorded in our database. These data incorporate historic records of larval presence, larval densities, habitat size and type, water source, and weather data.

b. As sites are found that contain mosquito larvae, VDCI will first look to cultural or physical controls to reduce or eliminate standing water and larval development. Water management and source reduction including clearing clogged ditches, hand digging of channels, and working with property owners to mitigate these sites will be implemented when applicable.

c. VDCI will then, as appropriate, treat sites where mosquito larvae are detected with a “Prescription-oriented” least-toxic, biological control appropriate to the site. Larval control products will include; Vectobac (Bti), Vectolex (Bs), Altosid (methoprene), BVA 2 (highly refined mineral oil) and other registered larval control products as needed. All applications will be within label-specified rates and recorded in our database.

IV. VDCI will perform random Quality Control field checks of previously inspected and/or treated larval sites. Quality Control inspections will be conducted regularly to ensure technician performance and pesticide efficacy. The Operations Manager or designated Quality Control Technician will also review data sheet entries to verify that sites are being inspected in accordance to site status and that larval control products are being applied according to habitat and water source information. Operational maps will be ground-verified to ensure accuracy and data collection will be screened prior to final submittal, in order to eliminate input error.



VDCI's Larval Mosquito Control Resources

- **Professional Staff**: VDCI will devote full-time field technicians and a Qualified Supervisor (licensed through the CO Dept. of Ag) to perform IMM-based larval mosquito control operations in Gunnison County. These technicians are fully trained via VDCI's classroom and field training program, and far exceed the minimum training standards set by the Colorado Department of Agriculture. Management of the program is led by Chris Kruthaupt, an experienced, full-time VDCI employee and a licensed Qualified Supervisor in Public Health (110) through the CO Dept. of Agriculture. All larval mosquito control work will be done by employees of Vector Disease Control International, who will be covered by VDCI's Worker's Compensation Insurance, and will not be subcontracted out.

- **Equipment**: Every technician will have access to a VDCI-owned fleet vehicle which is fully insured under VDCI's master commercial fleet policy and is equipped with all necessary larval surveillance equipment, larval control application equipment, and biological larvicide products.

- **Infrastructure**: Because much of VDCI's operations are targeted toward larval mosquito control, many of our resources are used on infrastructure to facilitate these operations. VDCI's warehouses, material handling equipment, supply chain, data input, vehicle fleet, and application equipment are all designed to support our larval control operations.

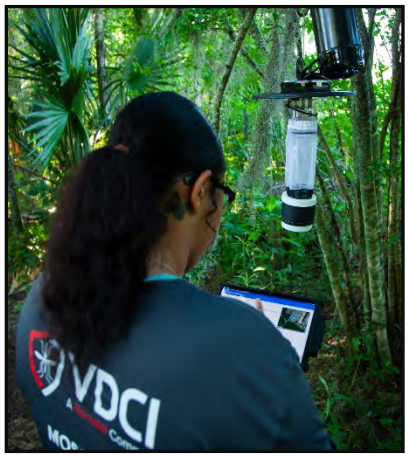
- **Technology:** VDCI's proprietary and advanced database system will be used to analyze historical breeding site data, which decreases our environmental impact by targeting site inspections and microbial larvicide control applications.

  We have specifically engineered our database with proprietary algorithms and reporting capabilities to utilize historical data collected from Gunnison County and other communities throughout Colorado to precisely target larval mosquito control locations, reducing unnecessary treatments. Targeting our applications with our historical data allows our operations to provide the highest level of control while minimizing the quantity of larvicide being applied to the environment.

4. Adult Mosquito Surveillance Trapping

I. VDCI will conduct extensive adult mosquito surveillance trapping during the mosquito season (beginning in mid-June through the end of August, weather permitting *or as requested by an authorized County Representative*) to monitor mosquito-borne disease risk and nuisance mosquito population levels. Trapping of adult mosquitoes at minimum will include:

a. Weekly trapping at (8) pre-determined permanent surveillance locations within Gunnison County Mosquito Control Service Area, as illustrated in Section I. Samples may be tested for West Nile Virus in cooperation with Gunnison County and the Colorado Department of Public Health and Environment.



b. As necessary, VDCI may provide additional trapping with "floater" traps in areas of the County that are not covered by one of the permanent trap locations. Floater traps and Landing Rate Counts may be used to determine adult mosquito populations in areas where citizen complaints regarding high numbers of mosquitoes have been received and to determine whether spraying for adult mosquito control is needed (see Adult Mosquito Control, below.)

c. CDC light traps, baited with dry ice (CO_2), will be used for permanent and floater surveillance trapping operations.

d. Identification to genus and species, and total counts of adult mosquitoes will be completed within 24 hours of delivery of the specimens to VDCI's lab if possible. Counts using statistically valid sampling methods will be used in large trap sample sizes (over 300 mosquitoes/trap).

e. VDCI will maintain trap data via our proprietary database and make it available to Gunnison County Representatives.

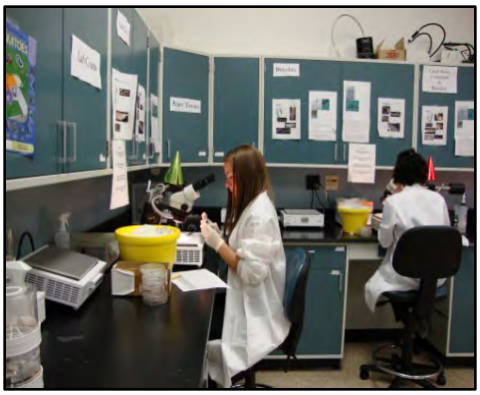
f. All mosquito trapping activities including the submission of mosquito pool specimens will be conducted in accordance with the protocols established in the current CDPHE Mosquito Surveillance Plan.

VDCI's Mosquito Surveillance & Laboratory Resources

- **In-House Larval and Adult Mosquito Identification** is critical to accurate surveillance and timely response to spikes in vector and nuisance mosquito populations. While VDCI technicians are trained to perform larval field ID to the genus level, larvae may be periodically brought to VDCI's labs for comprehensive identification to the species level. VDCI ensures that highly trained lab ID specialists, who have access to high quality stereo zoom microscopes and scientific keys, perform the identification of both larval and adult mosquito species.

- **Management:** All VDCI surveillance and laboratory services are managed by Anna Wanek and Dr. Michael "Doc" Weissmann. Anna has a B.S. in Biology from Metropolitan State University is a Certified Mosquito Identification Expert by the Florida Medical Entomology Laboratory. Dr. Weissmann holds a Ph.D. in Entomology from Colorado State University. Dr. Weissmann is a renowned expert in Dipteran biology and taxonomy.

- **Personnel:** VDCI has 8 full-time field surveillance and laboratory technicians trained in mosquito trap operations and taxonomic identification of larval and adult mosquitoes to species level. All adult mosquito surveillance trapping will be done in-house and will not be subcontracted. Operation of the adult mosquito surveillance trap network will be completed by trained employees of Vector Disease Control International.



- **Equipment:** The VDCI Surveillance Laboratories are fully equipped with 8 stereo zoom binocular microscopes, including one video/photographic microscope capable of projecting microscopic images onto computer screens or to projection equipment for wall sized viewing.

  VDCI owns and maintains more than 100 CDC dry ice baited Light Traps and 20 Reiter Gravid Traps and all associated equipment and hardware.

- **Infrastructure:** VDCI has a lab devoted specifically for surveillance. In addition to the lab, VDCI's lab facilities include other important equipment such as deep freezers, multiple computer workstations, mobile dry ice holding containers, and a fleet of fuel-efficient hybrid vehicles specifically designated for surveillance operations.

- **Technology:** All data generated and collected by the Surveillance and Laboratory staff is entered into VDCI's database system **within 24 hours** of processing.

5. Adult Mosquito Control

I. In keeping with the framework of an IMM approach to mosquito control, VDCI will focus on minimizing the use of chemical pesticides and understands that adulticides are the last resort when dealing with the biting adult stage of the mosquito. The program offered by VDCI will implement adult mosquito control applications as a final resource option, in the interest of public health and safety, as well as environmental sensitivity. VDCI acknowledges and will execute the preference of biological controls, larvicides, over chemical controls, adulticides.

   To control adult mosquitoes that exceed pre-set threshold levels or present a public health threat due to mosquito infections rates or elevated nuisance levels, adulticiding will be used. VDCI has not and will not subcontract ground-based ULV adulticide applications. All vehicles and equipment used in adult mosquito control operations will be owned and insured by VDCI.

II. The use of chemical adulticide spray applications to control adult mosquitoes will be performed according to the following guidelines:

   a. Permethrin/PBO formulations such as Permanone 30-30, PermaSease 30-30 (or other products with similar/less toxicity as approved by the County), will be applied within the EPA registered application rates via Ultra Low Volume (ULV) dispersal equipment.

   b. Truck-mounted ULV dispersal will be the primary application method (ATV or hand-held ULV equipment may be used where appropriate). All ULV equipment shall be calibrated as needed, but not less than once annually.

   c. Specific spray route details will be collected during the applications and will be used to produce detailed post-application maps depicting the vehicle's path, with areas treated and not treated clearly labeled, along with reports for all adulticide applications.

   d. Adulticide applications may be used *only* when nuisance or vector mosquitoes cannot be controlled to satisfactory levels by any other means (e.g. water management, vegetation control, biological controls, larvicide, etc.) and when any one of the following conditions exist:

      - There is an imminent threat of mosquito-borne disease transmission as directed by Gunnison County in cooperation with the Colorado Department of Health and Environment, or
      - When 100 adult mosquitoes are collected from any permanent CDC mosquito trap in a given night, or
      - In other areas of the County program area not routinely trapped, if a "floater" trap is set and there are 100 or greater adult mosquitoes captured per trap per night.

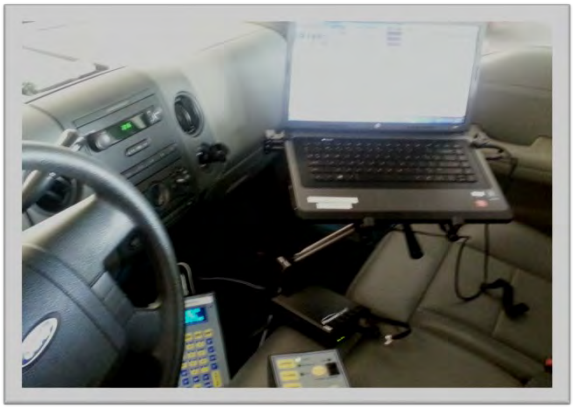
III. VDCI will coordinate with Gunnison County officials to schedule and perform Barrier Backpack applications using the residual adulticide TalStar (or comparable mosquito barrier products) and/or Ground-based Truck ULV mosquito spraying in Gunnison County Parks for outdoor community events. Applications of mosquito adulticides and or barrier products will typically be performed on the day of, or evening prior to, any scheduled and agreed upon County events.

In addition, VDCI will make available to residents of Gunnison County private Barrier applications at an additional per service cost. The price of each application is determined by the size and complexity of the treatment area. *Payment of these private treatments is the sole responsibility of the property owner.*

VDCI's Adult Mosquito Control Resources

Personnel: All ground-based adult mosquito control applications are performed by VDCI management staff and veteran seasonal employees with specialized training in ULV (ultra-low volume) adulticide spraying and will not be subcontracted. Currently VDCI has over 20 fully trained personnel capable of performing ground based ULV applications. This level of staffing and expertise can handle any typical weekly application needs or even any atypical public health emergency situation at a moment's notice.

Technology: VDCI will use the most advanced truck-mounted ULV application equipment available to provide accountability in all phases of the application. Detailed maps, graphically illustrating the application data, will be produced after each spray operation and provided to the County. Our techs can also identify and mark all properties that have requested to be call notified and/or shutoff from any adulticide applications in their area.



Application Accountability: Our primary objective whenever we apply pesticides is to achieve the greatest possible level of mosquito reduction while minimizing pesticide use in as environmentally accountable manner as possible. This commitment is illustrated by our investment in application technologies such as state of the art and reliable spray equipment, reliable vehicles, and droplet measuring equipment. Together, these instruments allow us to not only apply the proper amount of product in the proper treatment area, but they also allow us to monitor every aspect of the application event. Consequently, pesticide application is maximized in the target area and the risk to adjacent, non-target areas is greatly minimized.

Variable flow technology assures accurate insecticide application rates that will deliver the proper amount regardless of vehicle speed. Post treatment maps will contain the insecticide name, registration number, the total amount of product used in the treatment, and the dates and times of the treatment along with a delineation of the movements of the vehicle within the treatment area. This allows for unparalleled accuracy and accountability.

Equipment and Capabilities: With our large fleet of truck-mounted ground-based ULV adulticiding equipment, VDCI has the capacity to cover more than 1,250 linear miles of streets and roadways in ONE NIGHT. That equates to over 70 square miles or over 45,000 acres per night. In 2025, VDCI will have more than 20 spray units available throughout Colorado, including at least 5 units based in Gunnison County.

VDCI's History: VDCI has extensive experience with emergency and comprehensive adult mosquito control applications. VDCI was the contractor hired by the Larimer and Weld County Departments of Health and Environment, as well as the Cities of Fort Collins, Loveland and Longmont to manage the many West Nile Virus Public Health Sprayings over the past two decades. VDCI not only has the capacity, with respect to equipment and staffing, but possesses the expertise and experience needed when scheduling, planning, and supplying the required materials. VDCI has always been able to coordinate emergency response applications in a moment's notice. We pride ourselves on our ability to meet the needs and specifications of our municipal accounts to successfully achieve the objectives of suppressing West Nile risks, all within accordance of the guidelines set forth by the CDC and Colorado Department of Agriculture.

VDCI's Public Health Emergency Surveillance & Adulticide Services

We have included contractual price quotes for additional vector mosquito surveillance trapping and a per mile cost for additional adulticide applications in the event of a large-scale public health emergency. At the request of the County, and in consultation with CDPHE and CDC, Vector Disease Control International will provide the following Optional Public Health Emergency Services at an additional cost:

CDC Light Trap and/or Reiter Gravid Trap Surveillance

Upon request, VDCI will operate additional CDC light traps and/or Reiter gravid traps for expanded adult mosquito and disease vector mosquito surveillance within Gunnison County.

Identification of the trapped mosquitoes will be performed the following day after the mosquitoes are returned to the lab. The trapped mosquitoes will be counted and identified to the following species; *Culex tarsalis*, *Culex pipiens*, *Aedes/Ochlerotatus* species.

Pricing subject to trap type, placement, and duration.
Cost includes all equipment, dry ice, vehicles, labor, shipping and reporting.

Ground-based Truck ULV Adulticide Application

VDCI will undertake emergency ground-based truck ULV adulticide spraying in accordance with U.S. EPA, Colorado Dept. of Agriculture, and Colorado Dept. of Health and Environment regulations in the event of a declared public health state of emergency that exceeds the scope of the existing program. VDCI will, at the City's request, organize and coordinate all spraying operations for public health response.

Cost per linear spray route mile: $85.00
Cost includes all equipment, vehicles, pesticide products, labor, and liability insurance.

Aerial ULV Adulticide Application via Fixed-Wing or Rotary-wing Aircraft

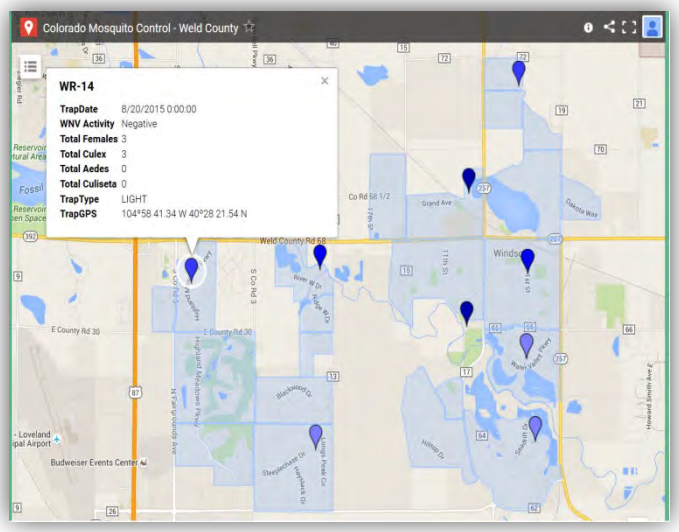
VDCI has extensive experience with aerial mosquito control application and would oversee and direct such applications. All aerial adulticide applications would be performed by experienced and insured aerial applicators, licensed through the Colorado Department of Agriculture. This work would be done through Vector Disease Control International's sister company, Vector Disease Control International. Prices would be subject to the size of the designated spray area, application material selected, and current pricing.

6. Public Outreach & Education

Since our inception in 1992, VDCI has believed in and demonstrated that a strong Public Outreach and Education Program is one of the keys to success in providing large-scale municipal mosquito control programs. Listening to citizen complaints and inquiries can aid in evaluating the effectiveness of a program. VDCI constantly looks for ways to better serve the communities we work with and appreciates citizen involvement in the betterment of the program. We have clearly demonstrated our commitment and belief in the strength of public outreach and education by proactively serving Gunnison County over the years with numerous innovative programs, activities and services as described below.

VDCI Website

Our website, www.vdci.net/colorado, is the leading website in the State of Colorado when it comes to providing up-to-date, factual, and comprehensive information on, and links to, mosquito biology and control, mosquito-borne diseases, pesticide toxicology information, and a wealth of topics relating to mosquitoes. VDCI will continue to maintain this website, including daily spray schedules of planned adulticide areas within Gunnison County.



Our website continues to serve as an integral part of the dissemination of operational data to citizens with little request for resources or time required by the County and its employees.

VDCI maintains and will continue to maintain website links to CDPHE (Colorado Dept. of Public Health & Environment), and NPIC (National Pesticide Information Center and CDC (US Centers for Disease Control).

MosquitoLine™

VDCI will continue to maintain a toll-free telephone line at **(877) 276-4306** for customer service calls. We will accept calls from the public at any point concerning, but not limited to the following topics:

- Opting out of any adulticide spraying via a “shut-off list” which is updated each season.
- Request a telephone or email notification when adulticide spraying is planned in and around their neighborhood.

- Report mosquito annoyance areas and request floater traps at their residence.
- Report standing, stagnant water that may indicate the presence of larval sites or adult mosquito harborage.
- Request information about mosquito populations within the community.
- Request information on how to control and/or prevent mosquitoes on their property and mosquito-borne diseases such as WNV, WEE and SLE.
- Request health and safety information about mosquito control operations and pesticide products used in Gunnison County Mosquito Control Services Program.
- Request backyard inspections and information on inspection activity and larval production at sites of interest.

VDCI will maintain a log of calls received including date, name, address, type of call, response, resolution, and resolution date.

ImmediateResponse™

VDCI introduced the concept of a 24-hour guaranteed response/resolution time to all mosquito annoyance complaints in 1994 with our trademarked ImmediateResponse™ System. VDCI will continue to respond accordingly to all mosquito related complaints and will refer any service related complaints to Gunnison County.

- VDCI will verify the validity of mosquito annoyance complaints by on-site inspection including; adult mosquito trapping via nearby pre-determined trap locations or floater traps, as needed, or landing rate counts (10 females mosquitoes per 5 minute period = annoyance level) and/or larval dip surveillance in local breeding sites.
- VDCI will resolve all complaints, *whenever possible*, within 24-hours to the satisfaction and standard of Gunnison County.
- VDCI will provide education, either verbally or through printed materials to the complainant in an effort to promote self-management of local mosquito problems.

Call and Email Notification and Shutoff System

VDCI will continue to maintain a comprehensive Call and Email Notification & Shutoff database and will notify residents on the list when conducting ULV adulticide applications near their property. All Shutoff locations are mapped in ArcGIS. Notification & Shutoff forms are available online and may be submitted via VDCI website, email or by mail. VDCI will mail renewal request forms each season and perform all updating of resident information as it is received.

Informational Pamphlets and Presentations

VDCI will provide Gunnison County employees, Utility Workers, Senior Citizens and any other "at risk" individuals exposed to mosquito bites from outdoor work, or at higher risk for contracting mosquito-borne illness, with informative presentations or brochures about personal protection, repellents, West Nile Virus activity and ways to reduce mosquitoes by eliminating standing water.

Additionally, these educational fliers and pamphlets are always available to the public and may be distributed at numerous public events each summer.

Daily Posting of ULV Spray Zones

Areas scheduled for ULV truck spraying will be posted by 3pm daily on VDCI's website: www.vdci.net/colorado

GUNNISON COUNTY

Thursday, August 16
North of Gunnison
Monday, August 20
West of Gunnison
Tuesday, August 21
East of Gunnison

Google Calendar

JEFFERSON COUNTY

Wednesday, August 1
City of Westminster: Oakhurst Park trail; Mayfair Park trail; Casa Estates.
Wednesday, August 8
City of Westminster: Cotton Creek area (Vrain/Cotton Creek/Stuart); Casa Estates; Oakhurst Park trail; Ma
Wednesday, August 15
City of Westminster: Mayfair park trail; Oakhurst Park trail.

Google Calendar

VECTOR DISEASE CONTROL

VDCI is a company built on the foundations of public health, ethics, professionalism, and technical expertise. We establish vector management programs that are based on an understanding of the underlying vector's ecology and rooted in the current science of environmentally sound control measures. To learn more about VDCI services, gain greater insight on the various mosquito species as well as the potential diseases they vector, please subscribe to our blog.

We are committed to protecting public health through excellence in vector management and we are proud to serve your community!

VDCI's Public Outreach Program & Education Resources

- **Innovative Programs**: VDCI has worked with dozens of municipalities on numerous public events across the state since our inception to supply information and provide personalized educational programs about mosquitoes, mosquito-borne illness, and public health. We have also provided personnel, larval and adult mosquito specimens, equipment such as light traps and microscopes, signs, etc. to various groups in need of such educational items. We have set-up booths at Fairs, Farmers' Markets and during West Nile Virus education outreach events in past years and will continue to do so for our customers.
- **Technology**: VDCI was one of the first mosquito control organizations in the United States to publish adult mosquito control spray schedules on the web. Additionally, our website www.vdci.net/colorado has been a leading source for up-to-date, factual and comprehensive information on, and links to, mosquito biology and control, mosquito-borne disease, pesticides, and many other issues relating to mosquitoes in the State of Colorado (and the US) for several years.

7. REPORTING

I. VDCI will provide all maps, records, logs, complaints, correspondence, and reports to Gunnison County, where applicable and as requested by the County, in a common, easy to use, electronic/digital format or hard copy. All data listed above will be provided within 2 weeks of request, if not sooner.

II. VDCI will provide Gunnison County Representatives with weekly trap counts, prior to close of business on Friday of each week (barring extenuating circumstances).

III. VDCI will submit monthly reports of operational efforts during the months of May-September by the 15th of the following month. Monthly reports will include, at a minimum:

- Updates on disease vector mosquitoes: local, state and national
- Overall mosquito surveillance operations and breeding site activity
- Larval control operations
- Adult control operations
- Chart all activity:
    1. Larval inspection and control data
    2. Adult surveillance data
    3. Adulticide data

IV. VDCI will submit an annual report by November 30th of the current contract year. At minimum, the annual report will include:

- Mosquito Control Objectives
- Detailed overview of the previous season
- WNV, Western Equine Encephalitis and St. Louis Encephalitis overview
- Larval mosquito surveillance and control
- Adult surveillance & laboratory results
- Adult mosquito control data
- Public relations and education activities
- Summaries
- Graphs, charts and data summaries

  Any other pertinent information

VDCI's Reports and Record Keeping Resources

- **Personnel**: VDCI has dedicated office staff to handle all incoming telephone communications, computer data entry, website and notification updates, and report generation.
- **Equipment and Technology**: VDCI possesses a state-of-the-art server supported computer network with high-speed internet access, numerous computer workstations, printers, and scanners, all designed to support our proprietary database, tablet software and ArcGIS software systems. At VDCI, we view technology as the key to continued effective, efficient, cost-beneficial and environmentally sound mosquito control for today and well into the future.

SECTION III. VDCI KEY MANAGEMENT AND PERSONNEL

Vector Disease Control International is a professional organization dedicated to providing comprehensive state-of-the-science large-scale mosquito control contracted services to municipalities and other organizations. VDCI's mosquito management programs are designed, implemented, and supervised by experienced, trained, and licensed personnel with over 80 years of combined field mosquito control experience, including Board Certified Entomologists.

Christopher Kruthaupt, Operations Manager
Over 25 years of experience in all aspects of municipal and rural mosquito control management
B.S. in Biology (1997) - Western State College
M.S. in Water Science (2005) - University of Idaho
Member: American Mosquito Control Association
West Central Mosquito & Vector Control Association
Licensed: Qualified Supervisor - Colorado Department of Agriculture: Public Health 110

Michael J. "Doc" Weissmann, Ph.D., Chief Entomologist
Over 30 years extensive experience with insect identification, behavior, and public education
Faculty Affiliate in the Department of Bioagricultural Sciences and Pest Management at Colorado State University, Ft. Collins, Colorado
B.A. (1982) and M.A. (1986) in Biology - University of Colorado at Boulder
Ph.D. (1995) in Entomology - Colorado State University
Member: American Mosquito Control Association
West Central Mosquito & Vector Control Association
Licensed: Qualified Supervisor - CO Dept. of Agriculture: Public Health 110, Aquatics 108

Anna E. Wanek, Colorado Surveillance Manager
Eight years of experience with mosquito identification, behavior, ecology, and public education.
B.S. (2018) in Biology, Metropolitan State University of Denver.
Certified in advanced mosquito identification (2022) – Florida Medical Entomology Laboratory
Member: West Central Mosquito & Vector Control Association
Licensed: Qualified Supervisor – Colorado Department of Agriculture: Public Health 110

Jason W. Williams, M.S., Western Regional Director
Over 23 years of experience in mosquito control including nine years as Biologist at the City of Chesapeake Mosquito Control Commission in Chesapeake, VA, three years as an Entomologist performing malaria control internationally, and 11 years overseeing Regional Operations with VDCI.
B.S. in Biology (1998), Old Dominion University.
M.S. in Biological Oceanography (2000), Old Dominion University.
Member: Virginia Mosquito Control Association (2000-2010) - President (2006-2007)
Texas Mosquito Control Association (2009-Present)
American Mosquito Control Association (2001-Present)
West Central Mosquito & Vector Control Association
Licensed: Qualified Supervisor - Colorado Department of Agriculture: Public Health 110
Certified Professional Applicator – Idaho Department of Agriculture: Public Health
Certified Commercial Applicator – Texas Department of Agriculture: Public Health
Certified Commercial Applicator – Wyoming Department of Ag.: Mosquito Control
Primary Principal Applicator – Nevada Department of Agriculture: Aquatics

Seasonal Staff:

All VDCI seasonal employees are fully trained per Colorado Department of Agriculture regulations in all aspects of modern mosquito control operations, including; mosquito biology, field inspection and surveillance techniques, safe handling and application of pesticides and public relations. VDCI will hire and train additional employees as required to fulfill our contractual obligations.

SECTION IV. REFERENCES

City & County of Broomfield
Lesa Julian, Environmental Services Superintendent
2985 W. 124th Ave.
Broomfield, CO 80020
(303) 464-5641
ljulian@broomfield.org

City of Fort Collins
Matt Parker, Resources Management Supervisor
1745 Hoffman Mill Road
Fort Collins CO, 80524
(970) 416-2815
MParker@fcgov.com

City of Longmont
Jim Krick, Ecosystem Manager
350 Kimbark St.
Longmont, CO 80501
(303) 651-8451
Jim.Krick@longmontcolorado.gov

Town of Parker
Tom Williams, Director of Public Works and Engineering
20120 East Mainstreet
Parker, CO 80138
(303) 840-9546
twilliams@ci.parker.co.us

Additional references will be provided upon request.

SECTION V. **PROGRAM COST**

At VDCI, we fully understand our customers' need for a professional, reliable and environmentally responsible mosquito control contractor. Hence, we are offering a level service above and beyond the specifications normally required of a mosquito control services provider, such as state-of-the-art technology and GIS mapping, unlimited ground larvicide applications, extensive larval and adult mosquito surveillance, prescription-based adult mosquito control spraying, assistance with public outreach, and full reporting of all applications and quality control measures, for a single yearly cost to the County.

The amount listed is all-inclusive with no additional charges or costs. Because VDCI continues to see significant annual increases in our cost for office leases, liability insurance, pesticide, equipment and labor, we are proposing a 3% annual price increase for 2025. Subsequent annual price increases will be at a fixed 3% rate for the remainder of the contract term (2026, 2027). Please keep in mind that the services offered, and the prices quoted here can be discussed so that a program tailored to the specific needs of the County can be developed.

The schedule of total annual cost to Gunnison County for mosquito control services, to include labor, materials, vehicles, equipment, liability/auto/workers compensation insurance coverage, administrative support, and overhead expenses, as detailed in this proposal and subject to subsequent annual renewal is:

2025: $107,800.00
2026: $111,034.00
2027: $114,365.00

APPENDIX 1. CO DEPARTMENT OF AGRICULTURE LICENSES & ENDORSEMENTS

COLORADO
Department of Agriculture
Division of Plant Industry

305 Interlocken Parkway,Broomfield, CO 80021
Tel: (303) 869-9066 Email: commercialapplicator@state.co.us

COMMERCIAL APPLICATOR ENDORSEMENT

License Number: 17165
Date Issued: 10/12/2023

Effective Date: 01/01/2024
Good Through: 12/31/2024

Mailing Address:
VECTOR DISEASE CONTROL INTERNATIONAL
7230 W 118TH PL UNIT C
BROOMFIELD, CO 80020

Home/Records Address:
7230 W 118TH PL UNIT C
BROOMFIELD, CO 80020

Doing-Business-As Name(s) (DBA)
VDCI

Contact: Jason Williams
Insurance Expires: 10/01/2024

Phone: (757) 449-0123
Aerial: Y

This endorsement is valid for the following categories ONLY:

Agricultural: 110
Ornamental:
Structural:

Qualified Supervisors

Lic. #	Last Name	First Name	MI	Lic. Expires
28843	SHEAFFER	STEPHEN	J	08/24/2026
License Categories: 110				
30352	BATES	NICHOLAS		03/05/2024
License Categories: 110				
30814	BOZE	BROOX		03/18/2024
License Categories: 110				
31932	WEISSMANN	MICHAEL		02/24/2025
License Categories: 110				
32133	RODOSEVICH	NETTO	C	01/07/2025
License Categories: 110				
33220	SCHLATMANN	WILLIAM		03/25/2026
License Categories: 110				
33267	RENFRO	KELSEY		11/26/2025
License Categories: 110				
39730	BAKER	BRADLEY		08/28/2024
License Categories: 110				
41111	WANEK	ANNA		04/25/2025
License Categories: 110				
41168	WILLIAMS	JASON	W	08/27/2025
License Categories: 110				
43149	FURLONG	DOUGLAS	S	12/26/2026
License Categories: 110				

Certified Operators

Page 1 of 2

Lic. #	Last Name	First Name	MI	Lic. Expires
35005	BRAILSFORD	DAVID	B	12/31/2025
License Categories: 110 111				
39193	EDWARDS	TYLER	D	12/31/2025
License Categories: 110				

APPENDIX 2. CERTIFICATE OF COMPLIANCE

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.,* as amended 5/13/08, as a prerequisite to entering into a contract for services with Gunnison County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Vector Disease Control International, LLC_____ _October 1, 2024
Company Name Date

Jason W. Williams
Name (Print or Type)

_____
Signature

_Western Regional Director_____
Title

VECTOR DISEASE CONTROL INTERNATIONAL, LLC.

ATTACHMENT "A"
OCTOBER 1, 2024

HOLD HARMLESS, WARRANTY, DISCLAIMER FOR GUNNISON COUNTY

1. Hold Harmless Indemnity Clause:
Vector Disease Control International, LLC. ("VDCI") shall indemnify and hold harmless Gunnison County and its agents and employees from and against all claims damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of VDCI, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Responsibility: VDCI warrants that it will exercise in its performance of these services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. VDCI shall be liable to Gunnison County for any loss, damages or costs incurred by Gunnison County because of VDCI's duties under this warranty.

2. Warranty & Disclaimer
Vector Disease Control International, LLC. ("VDCI") is engaged in the business of mosquito control and abatement, and has not been retained to eradicate the mosquito population in any particular area. There are severe, and sometimes fatal, consequences of some mosquito bites which may include transmission of certain serious diseases such as malaria, dengue fever, West Nile virus and several other forms of encephalitis. Not only can mosquitoes carry diseases which afflict humans, but they also can transmit several diseases and parasites that birds, dogs and horses and other animals are very susceptible to. These include dog heart worms, Western Equine Encephalitis and West Nile Virus. Because VDCI has not been retained to eradicate the mosquito population, VDCI can make no warranty, representation or guarantee, of any type, about the existence of mosquito borne diseases in the geographic area of the proposed area of contracting, or the potential for human or animal infection, before, during or after the completion of the VDCI mosquito control services.

VDCI warrants that the services described in this proposal will be provided in a professional and business-like manner. Other than this warranty, VDCI makes no express or implied warranties, including without limitation, any express or implied warranties of merchantability or fitness for a particular purpose. Client understands and agrees that any liability of VDCI regarding the Project

shall be limited to negligence of VDCI in the carrying out of its professional services under the contract, and shall not include any special, incidental, consequential or punitive damages, or any damages based on any lost sales or profits.

VDCI will not be liable for any general, special, incidental or consequential damages for loss, damage or expense including but not limited to sickness, injury or death, loss of livestock or animals, or lost profits from any farm or ranching operations of any type from the mosquito control services provided by Vector Disease Control International, LLC.

3. No private vehicles will be operated in Gunnison County in connection with the Mosquito Control Program.

4. Workman's Compensation, Automotive and General Liability Insurance are in place.
(Certificates available upon request)

5. Ownership of Work Product
The parties recognize and agree that Vector Disease Control International, LLC. (VDCI) in the course of mosquito control program design, development and implementation prepares and utilizes many documents, maps, data sets and files including GIS (geographic Information system) data and files. Such information is proprietary, a trade secret and the confidential work product of Vector Disease Control International, LLC. VDCI retains all, rights, copyrights and ownership to all work prepared, developed or created pursuant to this contract. Gunnison County may, with written permission, utilize the data and documents internally, but will not distribute or display to the public copies of such data, files, and documents or prepare derivative work or products.

6. Independent Contractor.
The parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Agreement, and that the Contractor and its agent and employees are not agents or employees of Gunnison County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased hereunder, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits nor worker's compensation benefits from Gunnison County, its elected officials, agents, or any program administered or funded by Gunnison County. Contractor shall be entitled to unemployment insurance or worker's compensations insurance only if unemployment compensation coverage or worker's compensation coverage is provided by the Contractor, or some other entity that is not a party to this contract. Contractor is obligated to pay Federal and State income tax on any monies earned pursuant to the contract relationship.

VECTOR DISEASE CONTROL INTERNATIONAL, LLC.

ATTACHMENT "B" October 1, 2024
2025-2027 CONTRACTUAL SERVICE COST AGREEMENT

For Gunnison County 2025-2027 Seasons Only:

Service costs include all labor, insecticides, vehicles and equipment, administrative support and overhead expenses. **Service Cost for 2025: $107,800.00**

THREE YEAR CONTRACT: This Integrated Mosquito Management Services Proposal is offered for a three-year period, 2025-2027 with a 3% annual price increase. *The yearly continuation of this project is subject to the appropriation of funds by Gunnison County on an annual basis for this purpose.* Signing and returning the attached copy of the contractual agreement will authorize VECTOR DISEASE CONTROL INTERNATIONAL, LLC. to perform the service items contained in the Proposal, within the stipulated limits, for a period of three years, 2025 through 2027 seasons. Gunnison County also agrees to the terms set forth in Attachment "A". These prices are complete and fully earned. Billing will be in 6 equal monthly installments (April - September). If new areas are to be covered, they will be added at the current unit rate.

For acceptance of this Integrated Mosquito Management Services Proposal for a period of THREE YEARS (2025-2027), Sign Here:

Name (X)_____Title_____Date_____.

For Vector Disease Control International, LLC.

Name _____ Title Western Regional Director Date October 1, 2024

Jason W. Williams

Invoices should be sent to:

Name _____ Title _____

Address _____ Phone _____

City, State, Zip _____ Email _____

VECTOR DISEASE CONTROL INTERNATIONAL, LLC

Protecting Public Health Since 1992

www.vdci.net/colorado

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification; Letter of Support; Grant Application

Action Requested:

Parties to the Agreement:

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

Summary:

Ratification - National Forest Foundation, Colorado State Forest Service, and Forest Restoration & Wildfire Risk Mitigation Grant Application, Letter of Support

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/29/2024

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

Agenda Date: 11/5/2024

Revised April 2015

GUNNISON COUNTY
COUNTY COMMISSIONERS

Gunnison County Board of County Commissioners

Phone: (970) 641-0248 | Fax: (970) 641-3061
Email: bocc@gunnisoncounty.org
Website: www.GunnisonCounty.org

October 23, 2024

Colorado State Forest Service
PO Box 1390
Gunnison, CO 81230

Dear Colorado State Forest Service,

The Gunnison County Board of County Commissioners supports the National Forest Foundation (NFF) and its request for Forest Restoration & Wildfire Risk Mitigation (FRWRM) grant dollars. The NFF has demonstrated its ability to coordinate cross-boundary projects and support private landowners in the protection of their property while reducing the threat of wildfire to the surrounding public lands.

The NFF will match FRWRM grant dollars with federal funding to support implementation of the cross-boundary forest health and fuel mitigation projects in the Taylor Park area of Gunnison County. Leveraging state and federal funds is beneficial to ensure we are treating the landscape at a scale to make a difference. Taylor Park has been identified as a high priority for forest restoration by Gunnison County through our Community Wildfire Protect Plan (CWPP) and by the U.S. Forest Service in their Taylor Park Vegetation Management Environmental Assessment. If awarded grant funding, the NFF will work closely with Gunnison County, Colorado State Forest Service, the U.S. Forest Service, private landowners, and the public to treat units specifically in and around the communities of Tin Cup, Rainbow Estates, Illinois Creek, and Bertha Gulch.

This fuel reduction project will result in a lowered risk to residents living in the Wildland Urban Interface, protection of valued water resources, and promote forest health across jurisdictions. The project will also result in the utilization of timber and provide wood products for the local economy. These outcomes align with Gunnison County's goals of reducing the threat of wildfire and generating economic opportunities.

Sincerely,
Gunnison County Board of County Commissioners

Jonathan Houck
Commissioner

Elizabeth Smith
Commissioner

Laura Puckett Daniels
Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification; Letter of Support; Grant Application

Action Requested:

Parties to the Agreement:

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

Summary:

Ratification; Letter of Support; SARE

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/29/2024

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

Agenda Date: 11/5/2024

Revised April 2015

GUNNISON COUNTY
COUNTY COMMISSIONERS

Gunnison County Board of County Commissioners
Phone: (970) 641-0248 | Fax: (970) 641-3061
Email: bocc@gunnisoncounty.org
Website: www.GunnisonCounty.org

October 16, 2024

Dear SARE Grant Reviewers,

We are writing to express our support for the SARE Grant application, *Building a Virtual Fence Collaborative to improve rangeland health and create regenerative ranching options on private and public land in the Gunnison Valley.*

Gunnison County has a long history of ranching and wants to support producers' success into the future. Bringing together producers, Western Colorado University, and Colorado State's Extension office with the goal of placing towers throughout the county gives ranchers an opportunity to incorporate evolving regenerative agriculture practices while making their work easier. We have been tracking the virtual fence Trials in Eagle County and in the San Luis Valley and believe we can take the lessons learned from these efforts to create a virtual fence option for ranchers throughout Gunnison County. This project has the potential to improve rangeland health on Bureau of Land Management, US Forest Service, and private lands throughout the county.

We are encouraged by Colorado State's Extension virtual fence trial with one portable tower allowing two ranches to test the concept over the past few years and the work Western Colorado University has done with Two Bars Ranch to place three towers north of Gunnison. Gunnison County is 82% public land with another 200,000 acres of private ranch lands. This collaborative approach can make a difference for the health of all of these lands while supporting ranchers to find effective and efficient operations supporting their livelihood and way of life.

Ranchers in Gunnison County have been some of the most active stewards of lands for over a hundred years. Many have been adopting regenerative agriculture practices while continuing the traditional practices as well to keep their operations sustainable from an economic, environmental, and social perspective. The education element of this grant would allow for the time and space to learn from one another and other virtual fence efforts on the western slope, while the research will give ranchers local data on what's working and what's not working.

Thank you for considering this proposal.

Sincerely,

Gunnison County Board of County Commissioners

Jonathan Houck
Commissioner

Elizabeth Smith
Commissioner

Laura Puckett Daniels
Commissioner

Professional + Producer Grant Program
2025 Call for Proposals

Submission Deadline, October 22, 2024, 12:00pm (noon) Mountain Time

Submit online at www.projects.sare.org
Project team: Technical advisor (PI), and at least three producers
Project funding limit: $85,000
Project time limit: three (3) years
Funding decisions announced: March 2025

Contact Program Manager: wsare-partnership@sare.org

Professional + Producer Grant Program

Western SARE funds proposals of innovative research and educational outreach for advancing sustainable agricultural practices in the Western U.S. An Agricultural Professional and three (3) Producers work together to conduct both research and education activities. The goal of this grant program is to obtain results that are applicable to agricultural production, sustain and improve the environmental quality and natural resources upon which agriculture depends, improve the profitability of farmers/ranchers, and enhance the quality of life of agricultural communities.

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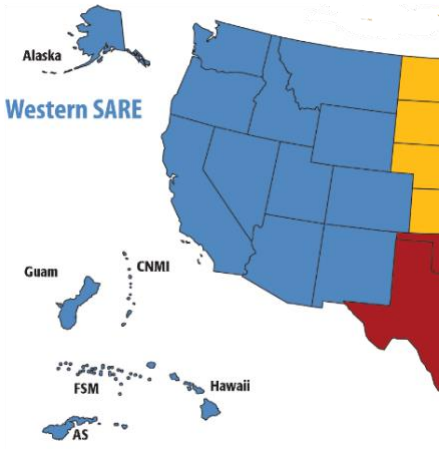


Western Region
Alaska, American Samoa, Arizona, California, Colorado, Guam, Hawaii, Idaho, Micronesia, Montana, Nevada, New Mexico, Northern Mariana Islands, Oregon, Utah, Washington, Wyoming

Western SARE
Montana State University
207 Linfield Hall
Bozeman, MT 59717-2840
wsare@montana.edu

Western SARE, one of four regional SARE programs, is hosted by Montana State University and is funded by the USDA National Institute of Food and Agriculture. USDA is an equal opportunity provider and employer.

USDA National Institute of Food and Agriculture
U.S. DEPARTMENT OF AGRICULTURE

About Western SARE

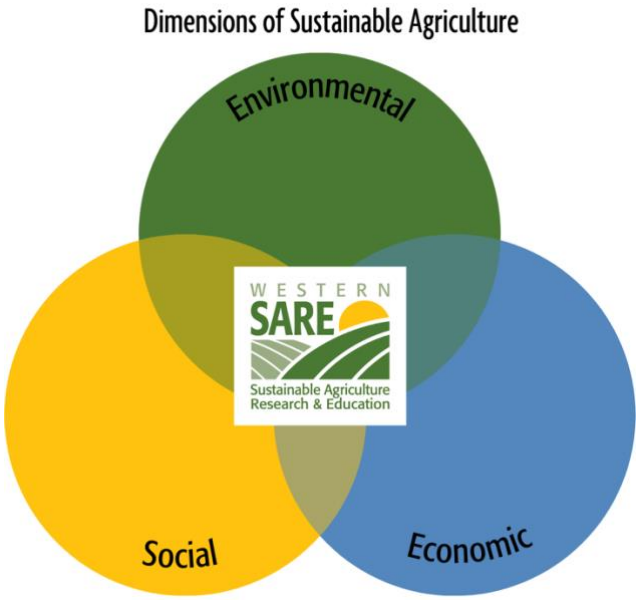
The Western SARE Administrative Council funds grant proposals that include creative and innovative on-farm/ranch research and educational outreach to advance Western SARE goals. All Western SARE projects ***must contain both research and education components***.

What is Sustainable Agriculture?

Congress has defined sustainable agriculture as an integrated system of plant and animal production practices having a site-specific application that will over the long-term: satisfy human food and fiber needs; enhance environmental quality and the natural resource base upon which the agricultural economy depends; make the most efficient use of non-renewable resources and on-farm resources and integrate, where appropriate, natural biological cycles and controls; sustain the economic viability of farm operations; and enhance the quality of life for farmers and society as a whole.

Western SARE Goals

- Promote ***good stewardship*** of the nation's natural resources by providing site-specific, regional and profitable sustainable farming and ranching methods that strengthen agricultural competitiveness; satisfy human food and fiber needs; maintain and enhance the quality and productivity of soil; conserve soil, water, energy, natural resources and fish and wildlife habitat; and maintain and improve the quality of surface and ground water.
- Enhance the ***quality of life*** of farmers and ranchers and ensure the viability of rural communities, for example, by increasing income and employment, profitable self-employment, and innovative marketing opportunities in agricultural and rural communities.
- Protect the ***health and safety*** of those involved in food and farm systems by reducing, where feasible, the use of toxic materials in agricultural production, by optimizing on-farm resources, and integrating, where appropriate, biological cycles of control.
- Promote crop, livestock, and enterprise ***diversification***.
- Examine the regional, economic, social, and environmental implications of adopting sustainable agriculture practices.



Program Overview

Project Team: Western SARE requires that agricultural producers be involved from inception to finish in the planning, design, implementation, and educational outreach of any WSARE-funded project keeping in mind the inherently interdisciplinary nature of sustainable agriculture.

Professional + Producer projects require a team of at least four (4) people, including an Agricultural Professional (Principal Investigator), and at least three (3) independent Producers.

Agricultural Professional: any professional assisting agricultural producers, such as Cooperative Extension specialists, university faculty or researchers, USDA-NRCS field staff, agricultural consultants, or nonprofit organization's staff. The Agricultural Professional serves as the Principal Investigator and is responsible for carrying out the project's contractual provisions and expenditures, and for achieving the stated research and education objectives.

Producer: A person qualifies as a Producer (farmer/rancher) if they have a for-profit operation and:

- Their primary occupation is farming or ranching and have a farm/ranch taxpayer identification number (TIN); or
- They are a part-time producer with at least $1,000 documented annual income or equivalent from farming or ranching activities.

Project Time Limit: Projects cannot exceed three years (or 36 months). Please choose a start date that corresponds with the first of the month. Start dates must be no earlier than April 1, 2025, and no later than October 1, 2025.

Project Funding Limit: Western SARE Professional + Producer Program provides a maximum of $85,000 (including Indirect Costs) for up to three years. Funds are awarded to the PI's organization.

Proposal Instructions

Proposals are submitted online at https://projects.sare.org. To strengthen your submission, check the information located in the Proposal Preparation Documents section of the Western SARE website. To ensure your submission is complete, please review the submission checklist at the end of this Call of Proposal, on page 14.

Western SARE will disqualify proposals before review if applicants do not follow the instructions of the Call for Proposals or submit incomplete Supporting Documents. It is the applicant's responsibility to ensure all sections of the proposal are submitted online before the due date.

Project Basic Information

This section prompts general information about the project including:

- The ***main*** subject matter of the project
- The practices and commodities of the proposed project
- Project objectives
- The state(s) where the work will be conducted
- Proposed starting and ending dates
- Brief description of the agricultural business and/or operation of the project's producers
- Whether this project involves more than one institution that will receive financial support
- Whether this is a resubmission of a previous proposal submitted to Western SARE, and an explanation of how the reviewers' comments were addressed.

Summary (Limit 250 words)

A clear and concise summary is important for the review process. The summary must include a brief description of the project. In the summary, include the following:

- Identify a problem and research question(s)
- Describe the research activities and explain how your project will creatively address the identified problem
- Describe the outreach activities and explain how results will be disseminated among agricultural stakeholders
- Enumerate the expected project outcomes.

Project Narrative

The project narrative includes the following sections: 1) Relevance to Sustainable Agriculture, Project Value, and Benefits, 2) Stakeholder Needs and Support, 3) Project Team, 4) Research Plan, 5) Educational Plan, 6) Timeline, and 7) Evaluation and Producer Adoption.

Relevance to Sustainable Agriculture, Project Value, and Benefits (15% of review criteria; word limit: 1000)

Explain why this project is necessary and how it addresses a critical need in sustainable agriculture. Identify any limitations in the current system and how your project will address them. Cite evidence of need, including results and recommendations from related SARE-funded projects (www.sare.org/Project-Reports) and other studies or reports.

Describe the potential benefits for producers and sustainable-agriculture. For example, provide an economic analysis and explain how your project would affect the overall farm/ranch productivity, operational profits, soil or water quality or usage, and rural communities. Where possible, use specific estimates of impacts –such as dollars saved per acre, tons of soil protected from erosion, pounds of reduced chemical inputs, markets expanded, jobs created, etc.

The proposal must address the three pillars of sustainable agriculture (social, environmental, and economic) defined on page 2 of this Call for Proposals.

Stakeholder Needs and Support (5% of review criteria; word limit: 500)
Western SARE is committed to addressing the needs of agricultural stakeholders. Proposals must include evidence that stakeholders identified the needs being addressed, as well as their support for the project beyond the project collaborators. Describing and documenting stakeholders' needs and support demonstrates that the proposed project is relevant and timely. Evidence of stakeholder-identified needs and support may include, but are not limited to:

- Recommendations from stakeholder groups such as growers' organizations or commodity committees. Please identify stakeholder group(s) or organization(s).
- References and citations to other studies/reports that encourage future research.
- Community support letters from neighboring farmers or local co-ops.
- Needs assessments that relate to the project topic(s) if they are available.

Project Team Members and Roles (5% of the review criteria; word limit: 600)
The project team must be a minimum of four (4) people and must include: an Agricultural Professional (Principal Investigator), and at least three (3) Producers (see definitions of team members on page 3). For each project team member indicate the activities in which they will be involved, and the time and resources committed to the project. The team may also include the following additional collaborators,

- Extension/Outreach Representative: The outreach representative may be an Extension agent, specialist, educator, or equivalent. This person could be involved in implementing the education plan and outreach activities.
- Researchers, educators, and other collaborators with appropriate expertise for the project's scope.
- Additional Producers: Each producer must be an independent and separate operator. Nonprofit farm operations may participate in the project but do not count as the **required** Producers.

Research Plan (30% of review criteria; word limit: 2000)
Clearly state and define the **research objectives**. Each objective should be a clear statement describing an intended achievement. Objectives must be specific, measurable, and achievable. For more details see Successful Objectives.

For each objective, describe what will be done including **methods** and **materials**. What treatments or technique(s) will be tested? What materials will be used? Describe the project site for each research objective, research design, data collection, and analysis methods. Include sufficient detail so that reviewers can determine if the approaches are suitable to achieve your objectives. Avoid the use of jargon and define all acronyms.

Educational Plan (30% of review criteria; word limit: 2000)
Clearly state and define the **educational objectives**. Each objective should be a clear statement describing an intended achievement. Objectives must be specific, measurable, and achievable. For more details see Successful Objectives.

For each objective, describe the **outreach activities** including **methods** and **materials**. Describe how, when, and where you will conduct each outreach activity (e.g., field days, demonstrations, workshops, presentations, websites, etc.). Describe the target audience (e.g., producers, other agricultural professionals, students, etc.) and how you plan to reach them. Explain how you will communicate your project's findings to producers and the general public. If the people you intend to reach are from underrepresented communities, please describe how you intend to reach and engage them. (Underserved/underrepresented communities are those that have difficulties accessing opportunities due to language, culture, location, or resource barriers.)

Provide a list of educational resources you plan to produce (e.g., factsheets, PowerPoint presentations, videoclips, podcasts, handouts, brochures, 4-H publications, posters, etc.). If applicable, describe plans for any scholarly outputs (e.g., academic journals and conferences). Digital outcomes (e.g., podcasts, videos, blogs, web-based materials, and social media) are encouraged but should not be the sole outreach approach. Multiple communication styles and materials are strongly encouraged. For more details see Conducting Successful Outreach.

Timeline (5% of review criteria; word limit: 500)
Provide a timeline, such as a *Gantt Chart* for accomplishing each objective of the Research Plan and Education Plan. Identify the major milestones and activities that will be completed, when each of those milestones will occur, and how they relate to the objectives.

Evaluation and Producer Adoption (5% of review criteria; word limit: 500)
Explain how the project's research and educational objectives will be evaluated. For example, describe how changes in producers' knowledge, awareness, attitudes, and adoption of practices will be measured (e.g., a pre-post activity survey). If using a survey or evaluation tool in addition to the Western SARE Survey, applicants should describe their survey selection/development process and methods for analysis.

Western SARE requires evaluation results as part of the required annual progress and final reports. The Western SARE Survey and Evaluation Tool is expected to be filled out by participants at each outreach activity in addition to any other evaluation form. If the Western SARE Survey is used for program evaluation and reporting only it does not qualify as research with human subjects and does not require the approval of an Institutional Review Board. Check the Human Subject Research site to learn whether your activities meet the definition of human subject research.

If research with human subjects will be conducted, applicants must seek approval from an Institutional Review Board (IRB) or provide a document indicating that the IRB process has been initiated. For more details about the IRB approval requirement, see the Supporting Documents section below.

Budget and Budget Justification (5% of review criteria)

Provide a detailed budget and budget justification that are appropriate to the proposed project. Complete the Budget Justification in the space provided on the online submission platform. Applicants MUST use the current *Western SARE Budget Worksheet* for budget submission; no other budget document will be accepted. The applicant needs to enter the total funds requested in the online submission platform, this amount must match the total funds indicated on the *Western SARE Budget Worksheet* document.

If the PI's institution will be issuing lower-tier subawards to other institutions or organizations, the PI must provide a detailed budget and justification for each proposed lower-tier subaward. Lower-tier subaward budgets MUST be submitted online on the current *Western SARE Budget Worksheet for Lower-tier Subawards Subawards*. The proposed lower-tier subrecipient(s) may fill out the *Western SARE Budget Worksheet for Lower-tier Subawards* or the PI may fill it out on their behalf using the details they have provided. Include a budget justification for each lower-tier subaward separately in the section designated for lower-tier subaward budget justification(s). The application needs to include the applicant institution's *Western SARE Budget Worksheet* and justification, and those of any proposed lower-tier subawards.

Additionally, matching funds are not required for Western SARE grant programs. Please do NOT include matching funds in your budget or justification. However, if there are additional project-related expenses that are not covered in your proposal budget, you may want to specify how these costs will be covered on the online submission site.

A stipend that is realistic and commensurable with the producer's involvement in the project is highly encouraged.

Professional + Producer funds can be budgeted in the following categories (please also see the *Budget Categories and Guidance* tab found on the *Western SARE Budget Worksheet)**:**
Salaries and Benefits: compensating yourself and/or employees (including students) of your institution for performing work directly related to the project. Provide base salary, FTEs, fringe benefit rates, and salary/benefits amounts requested.

Contracted Services: includes paying for professional services such as testing and analysis services, survey development and administration, computational services, website development or maintenance, professional production services (e.g., videographer), consultants, honoraria, speaker fees, producer labor, etc.

Supplies: includes paying for basic supplies and materials needed to carry out the project. Examples include agricultural supplies (fencing, seeds, plants, fertilizer), field and lab supplies, minor equipment and tools that cost less than $5,000 (see the note below regarding Capital Equipment), paper/envelopes, in-house photocopying of materials for workshops/meetings, software, books, shipping materials, etc. Any shipping costs associated with the purchase of supplies/materials should be included as supply costs. The purchase of food/refreshments for meetings/field days is only allowed if it is necessary to maintain the continuity of the project activity and is considered a supply cost.

Note on Capital Equipment: purchases of capital equipment are generally not allowed under the SARE program and should be *essential* for the completion of the proposed activities. Capital Equipment is defined as a single, autonomous piece of equipment that costs $5,000 or more and has a useful life of more than one year. Equipment expenses beyond $5,000 may be leveraged by non-Western SARE funds. *Purchasing multiple components of single equipment that cost under $5,000 in an attempt to circumvent the $5,000 cap is not allowed.* Purchases of minor equipment under $5,000 are allowed. Please include minor equipment and/or leveraged capital equipment purchases in the Supplies budget category.

Communication: includes paying for postage and mailing expenses (including shipping samples for analysis), and printed materials (flyers, brochures, posters). This category also includes expenses for publishing articles in scientific journals or other types of publications, or for commercial photocopying (Note: in-house photocopying falls under supplies).

Travel: must be directly related to the project and includes mileage reimbursement, airfare, lodging, meal *per diem*, car rental, taxi, bus, shuttle expenses and parking, conference fees and registrations, etc. Please note that travel *per diems* and mileage must comply with your organization's approved rates. If no rate is available, use the Federal Government rate listed on the U.S General Services Administration (GSA) website. Additionally, lodging costs/reimbursements must be limited to the Federally approved rate listed on the GSA website for the travel destination. Note: international travel is typically NOT allowed under the SARE program except in cases where sufficient justification has been provided and requires pre-approval by the Western SARE Regional Coordinator. Pre-approval is not given at the submission stage. If international travel is included, it will be considered as part of the entire proposal. If the proposal is selected for funding, the PI will be informed at that time as to whether the international travel is approved. All international travel must be directly related to the project, be essential for project completion, and be well justified (e.g., explain why this activity cannot be done in the U.S., relevance to sustainable agriculture in the Western U.S., foreign institution's/ colleague's qualifications, etc.). International travel includes any travel outside North America and/or U.S. Possessions. The Federated States of Micronesia, Marshall Islands, and Palau are foreign countries. USDA-NIFA requires that international travel be done on a U.S. flag air carrier.

Rent: includes paying for fees associated with renting equipment, land, facilities (e.g., meeting rooms, lab space), and user fees. Renting equipment is capped at $5,000 for the total period of the project.

Participant / Trainee Support: for participant support costs associated with conferences, workshops, or symposia for attendees who are NOT employees of the PI's institution, or of the lower tier subaward recipient institution(s). Participant/Trainee Support costs are associated with educational activities. Participants/Trainees can receive a set amount for participation in the above stated functions. Itemized participant/trainee travel expenses must be included in the Travel budget category.

Lower-tier Subawards: The applicant's institution may issue lower-tier subaward(s) to pay project collaborators at a different institution and/or to support costs associated with the lower-tier subrecipient's portion of the proposed project. For each proposed lower-tier subaward, a separate *Western SARE Budget Worksheet for Lower-tier Subawards* and budget justification must be submitted in addition to the applicant's *Western SARE Budget Worksheet.*

Indirect Costs (IDCs) Recovery: IDC recovery may be requested by both the primary applicant and any proposed lower-tier subrecipient(s) according to the following criteria:

- Under the SARE program and for projects funded in Calendar Year 2022 and later, NIFA stipulates indirect cost recovery is capped at 10% of the Total Direct Costs (TDC) requested.
- The 10% TDC cap should be consistently applied to both the primary applicant and any proposed lower-tier subrecipients.
- Important note: if the applicant's institution has a Federally Negotiated Indirect Cost Rate Agreement (NICRA), the IDC base should be Total Direct Costs, including the TOTAL COSTS of any/all proposed lower-tier subrecipient(s). Excluding all or a portion of any proposed lower-tier subaward(s) in the IDC base will result in a re-budget request should the proposal be funded.
- Some institutions may NOT be eligible for IDC recovery or may be limited to the *de minimis* rate of 10% of the Modified Total Direct Costs (MTDC) requested.
- Applicants should limit their request for recovery of indirect costs to the lesser of their institution's official negotiated indirect cost rate or the equivalent of 10% of Total Direct Costs.

Applicants must indicate the IDC rate used on the *Western SARE Budget Worksheet.* Detailed information about IDC rates and calculations can be found on the Western SARE website.

Professional + Producer grant funds may NOT be used for the following purposes:

- Tuitions and fees
- Capital Equipment purchases – see above for more information.
- Starting or expanding a farm or farm operation.

- Major renovations/permanent improvements to a farm or ranch, such as constructing or remodeling a building.
- Repairs/Maintenance of equipment or buildings/facilities.
- Providing meals during events that are not necessary to maintain the continuity of a scheduled meeting; breakfasts and dinners typically do not qualify.
- Testing of commercial products.
- Incentives: providing cash or cash value items to individuals to incentivize behavior
- The purchase and distribution of gifts, gift cards, etc. for any purpose.
- Promotional items to give away, e.g., swag, mugs, clothes, bags, pens, pencils, etc.

Multiple submissions are accepted but only one application (from any one individual PI) can be awarded funding in any of the Western SARE competitive programs in one grant funding cycle. An exception to this rule is proposals submitted to the Graduate Student program, where more than one project can be awarded to a PI who acts as the main advisor of the graduate student(s). Additionally, obtaining Graduate Student awards does not exclude the PI from being awarded in other Western SARE Research and Education or Professional Development grant programs for the same funding cycle. Multiple simultaneous projects corresponding to different grant cycles may be funded, conditional upon fulfillment of all reporting expectations, including yearly objectives and milestones being met (as listed in the approved proposal or a Project Modification).

Supporting Documents

All supporting documents must be attached to the Supporting Documents section of the online application site. PDF documents are preferred but images in .jpg formats are accepted. ***Failure to provide all the required supporting documents will disqualify the proposal before review.***

Signature Page: This form affirms that the PI (Agricultural Professional) is responsible for all expenditures. This form must be signed by the PI and the PI's Authorized Organizational Representative. For a college or university, this person is usually the Director of the Sponsored Programs Office. For non-profits or other organizations, this is typically the Executive Director, CEO, or CFO. This form can be downloaded from the online application site.

Current Vita: The PI and all other project team members who are NOT producers or students must submit a current Vita (maximum 2 pages for each member).

Letters of Cooperation from Producers: Each producer who is part of the project team must send a ***current*** dated and signed letter of cooperation. This letter should verify the producer's willingness to participate, indicate the time and resources committed to this project, and describe their role in the project.

Letters of Commitment from Partner Institutions: If the proposal includes issuing lower-tier subawards to partner institutions, attach a letter of commitment from each institution. The letter of commitment must be dated and signed by the lower-tier subrecipient's PI (usually listed as a Co-PI of the project) and include the following information: period of performance, total funds requested, and a Scope of Work outlining activities to be performed, the deliverables, and the project timeline.

Letters of Support from Stakeholders: Attach letters of support from stakeholder individuals who are not part of your project team and/or organizations, but support the proposed project.

Current and Pending Support Form: The PI and other project team members who are NOT producers or students must submit a Current and Pending Support form. This form can be downloaded from the online application site.

Institutional Review Board Approval Document for Working with Human Subjects: For guidance on what meets the requirements for Human Subject Research please see here.

If your project meets the definition of Human Subjects Research, you will need to provide documentation from your Institutional Review Board (IRB) demonstrating you have received approval or exemption for your project, or at a minimum, you have submitted your protocol for review by your IRB. At the time of submission, proof that you initiated the IRB process is acceptable; however, if awarded, the Subaward Agreement will not be executed until IRB approval/exemption documentation is provided.

If your project meets the definition of Human Subjects Research, but you do not have access to an IRB, please complete the Human Subject Research Determination Worksheet to evaluate whether review and approval or exemption from an Institutional Review Board is needed to complete your project. At the time of submission, completing and attaching the worksheet will suffice. If your proposal is selected for funding, Western SARE and Montana State University will assist the PI in completing the requirements for research with human subjects.

Institutional Animal Care and Use Committee Document for Working with Animals: For guidance on what meets the requirements for the care and use of agricultural animals in research and teaching please see here.

If your project involves vertebrae animals, you must provide documentation from your Institutional Animal Care and Use Committee (IACUC) demonstrating you have received approval or exemption for your project or at a minimum you have submitted your protocol for review by your IACUC. An IACUC is not required to be in place before the proposal submission, but if selected for funding, documentation of IACUC approval must be complete before the Subaward Agreement will be executed.

If your project involves vertebrate animals and you do not have access to an IACUC, please complete the Animal Care Plan Questionnaire, which will be used to evaluate whether review and approval or exemption from an Institutional Animal Care and Use Committee is needed to complete your project. At the time of submission, completing and attaching the questionnaire will suffice. If your proposal is selected for funding, Western SARE and Montana State University will assist the PI in completing the requirements for research with vertebrae animals.

Citations: A list of the sources cited in the proposal must be attached in the Supporting Documents section of the online submission and is not part of the word number limitation.

Other Documents: (Optional): Attach any other documents that might strengthen the proposal. These other documents may not be used to lengthen the proposal under the Project Narrative.

Review Process

Eligible proposals received by the due date with all the required sections and supporting documents will be evaluated by a Technical Review Panel, a diverse group of reviewers from the Western SARE region with broad agricultural production, scientific, and educational expertise. The Technical Review Panel evaluates the proposals based on the review criteria stated below. Their recommendations are forwarded to the Western SARE Administrative Council for additional review and final selection. Reviewers' and Western SARE Administrative Council recommendations are then shared with the applicants.

Proposal evaluation criteria	
Relevance to Sustainable Agriculture, Project Value and Benefits	15%
Stakeholder Needs and Support	5%
Project Team	5%
Research Plan	30%
Educational Plan	30%
Timeline	5%
Evaluation & Producer Adoption	5%
Budget & Justification	5%
Total	**100%**

Selected Proposals

If the PI of a new Western SARE grant proposal has an active Western SARE award, funding decisions will be contingent upon fulfillment of the reporting requirements of the active award as specified in the Subaward Agreement. Applicants whose proposals are selected for funding by the Western SARE Administrative Council may expect the following:

Public Domain: While proposals and reviews will remain confidential, the Western SARE program considers all funded proposals, subsequent reports, and related information to be in the

public domain. See details of this stipulation in the Public Access of Research Data section in USDA Grant Policies.

Notification: The Western SARE Administrative Council will select proposals for funding in early March 2025. The Administrative Council reserves the right to restructure or reduce the budget of any grant proposal before final approval. Western SARE staff will notify applicants of the status of their proposals by March 2025.

Award: A Subaward Agreement between the applicant's institution and Montana State University will be initiated. The Subaward Agreement will identify all Terms and Conditions for the award, including reporting requirements. Learn more about the Subaward Process here. *Note: All proposals from Micronesia (Yap, Chuuk, Pohnpei, Kosrae, Marshall Islands and Palau) are required to have the College of Micronesia (at Pohnpei) act as their fiscal agent in the disbursement of funds*.

Funds: The Subaward Agreement is cost-reimbursable. Subrecipients will be responsible for invoicing Western SARE/MSU for all expenses to be reimbursed. Invoices are to be submitted according to the guidelines in the Subaward Agreement. 10% of the awarded budget will be withheld pending receipt and approval of the final report.

Photographs and Videos: Grant recipients are invited to document their project with photographs and/or videos, which can be useful to highlight and promote their project's outcomes. High-definition digital photographs and videos are preferred. It is expected that the outreach or educational material produced by Western SARE-supported projects will be ADA-compliant. Including closed captions to visual and audio deliverables is strongly encouraged. For details on producing ADA-compliant media see here.

Proper Citation: The Western SARE program must be credited as the funding source in any publications or outreach materials generated by the project. Refer to the Western SARE website for complete guidelines for acknowledging funds. Information about citing Western SARE is also included in the Subaward Agreement.

Site visits: Western SARE recognizes there are limits to what can be reported during the life of a project. As a result, along with project reporting, Western SARE staff may visit ongoing or finalized projects to assess the impact on Western SARE grants.

Project Modification and Changes: Request for changes to the project as originally proposed, such as a change in PI, subrecipient institution, objectives, timeline, budget, etc. should be submitted to the grant program manager via email using the Project Modification Form for consideration and approval by the Western SARE Regional Coordinator. Upon approval of the requested changes, Western SARE staff will notify the PI. Learn more about managing a Western SARE grant here.

Reporting Requirements for Awarded Proposals

An annual report will be required each year of the project. Progress and final reports should describe the progress made on the project, report results, describe the educational outreach activities and material produced by the project, and document impacts for the period of the report. All outreach activities should include an evaluation component that measures changes in knowledge or awareness, attitudes, and opinions, and/or the adoption of new practices by producers or other agricultural professionals who participated in the project activities. If the project is one year in length, only a final report will be required. Approved project reports will be posted on the national SARE website, and be shared with producers, interested policymakers, and other agricultural stakeholders. All educational materials and products must have an electronic version and be included in the reports. Please review the documents located in the Western SARE Reporting Expectations section to understand what will be expected if your project is awarded.

Annual Reports are due on April 1st of each year of the project. The PI will have up to 60 days from the Period of Performance's end date to submit the Final Report.

Grantees must maintain up-to-date contact information (e.g., address, phone number, email, etc.) for all project team members in the online submission portal.

How to Apply

https://projects.sare.org

Look for programs under "Western" [region]

Proposals are due by October 22, 2024 12:00 pm (noon) MT Time

Professional + Producer Grant Program Schedule
October 22, 2024 – Proposals are due by 12:00 PM (noon) Mountain Time.
January 2025 – A Technical Review Panel reviews and recommends proposals for funding.
March 2025 –Western SARE Administrative Council selects proposals for funding.
March 2025 – Applicants are informed about their proposal status.
April 1, 2025 – First allowed project start date.

Online Submission Checklist

Project Basic Information

- ☐ Project Subject Matter
- ☐ Project Start Date
- ☐ Project End Date

- ☐ Primary State
- ☐ Project Commodities
- ☐ Project Practices
- ☐ Project Objectives
- ☐ How did you learn about this CFP?
- ☐ Usefulness of Western SARE Resources

Summary

- ☐ Summary

Narrative

- ☐ Relevance to Sustainable Agriculture, Project Value and Benefits
- ☐ Stakeholders Needs and Support
- ☐ Project Team Members and Roles
- ☐ Research Plan
- ☐ Education Plan
- ☐ Timeline
- ☐ Evaluation and Producer Adoption

Budget and Budget Justification

- ☐ Total Budget Amount
- ☐ Budget Worksheet for Awarded Institution
- ☐ Budget Justification for Awarded Institution
- ☐ Budget Worksheet for each proposed Lower-tier Subaward
- ☐ Budget Justification for each proposed Lower-tier Subaward
- ☐ Authorized Organizational Representative Information

Supporting Documents

- ☐ Signature Page
- ☐ Curriculum Vitae for all team members except producers
- ☐ Current and Pending for all team members except producers
- ☐ Letter of Commitment from Partner Institution(s) (if applicable)
- ☐ Letters of Cooperation from Producer(s)
- ☐ Letters of Support from Stakeholders
- ☐ IRB Document (if applicable)
- ☐ IACUC Document (if applicable)
- ☐ Citations

Resources

Check the resources in the Western SARE Proposal Preparation Documents section.

If you have further questions, please contact the Professional + Producer Program Manager, Irene Grimberg at wsare-partnership@sare.org or 406-994-4789.

Information on past projects including summaries and reports can be found here . We encourage you to visit our website; tips for writing proposals are available here.

The Alternative Farming Systems Information Center (AFSIC) at the National Agricultural

Library specializes in locating, collecting, and providing information about sustainable agriculture. AFSIC resources are available at http://www.nal.usda.gov/afsic/ or contact AFSIC at 301-504-6559 or by e-mail, afsic@nal.usda.gov.

In compliance with section 504 of the Rehabilitation Act of 1973, as amended, this material can be made available in other formats upon request.

Western SARE is committed to diversity. We encourage proposals that involve producers and other stakeholders of socially disadvantaged, beginning, limited resources, and veteran communities. For more details, please visit this USDA website.

The United States Department of Agriculture and Montana State University are equal opportunity providers and employers.

The mission of Western SARE is to advance innovations that improve profitability, stewardship of natural resources, and quality of life by investing in groundbreaking research and education.

SARE Grant DRAFT I

Building a Virtual Fence Collaborative to improve rangeland health and create regenerative ranching options on private and public land in the Gunnison Valley.

Throughout the west there are many regenerative agriculture initiatives seeking to balance the ecological, financial, and social needs in communities and across the landscape. Ranchers, stock grower associations, rural counties, wildlife managers, state agencies, and federal agencies are all asking how can we use the land and agriculture practices to build an abundant and resilient future? Yet, each place has it's own distinct ecological, economic, and social ecosystems, needing a local recipe and building upon a region's unique strengths and challenges. Gunnison County on Colorado's Western Slope has a long tradition of ranching and collaboration with the Gunnison County Stockgrowers's Association celebrating 130 years this past summer. Agriculture is a vital cultural, economic, and ecological driver. According to the Gunnison Outdoor Resources Protection Act, there are 244 ranches spanning two-thirds of the county's private land over 200,000 acres that intertwine with public lands that account for 82% of the county's land mass (GORP Act, 2024). Through stakeholder engagement over the past ten years leading to Colorado's Senator's introducing the GORP Act in September, there is agreement that "when livestock is managed in a very precise way, it can provide significant ecological benefits including groundwater recharge, watershed filtration, and carbon sequestration all creating cleaner air and water for Gunnison County Residents (gorpact.org/ranching)." Finally, the Gunnison Valley is unique as the headwaters to the Gunnison River, which feeds Blue Mesa Reservoir (largest in CO), and contributes 30% of the water to the Colorado River. There is a lot at stake for producers in the Gunnison Valley, from personal livelihood, ranches transitioning to the next generation, a love for wildlife and recreation, conserving lands for forest health, and maintaining a way of life in the midst of climate change.

Over the past few years, there have been different efforts to give producers the tools they need for adopting regenerative agricultural practices. Many have begun to join longstanding traditional practices with new tools to adopt holistic management practices that hold carbon in the soil, give vegetation better growing conditions, and retain water in a drought prone environment. Yet, trying to move these practices forward one ranch at a time is a slow process. Gunnison County producers have a unique opportunity to incorporate virtual fences into their operations. Two Bars Ranch employed three virtual fence towers on private and state land in cooperation with Western Colorado University's Environment and Sustainability program with the idea of making the tower's a community asset and inviting fellow producers to tie into a useful regenerative agriculture tool. This work is also built from Colorado State Extension Office who has a test tower on a trailer and is working with producers to try virtual fencing on their lands and on public land allotments. An extension intern this past year interviewed producers to assess their interest and concerns in adopting virtual fences. Producers want a tool

that works – makes their work easier, helps their bottom line, and will help the health of their lands. What is resulting is a growing collaborative effort asking how we can bring virtual fences to the Gunnison Valley as a community asset to improve range land health, improve operations, and support the livelihood of the many families who rely on livestock and crop sales.

To build from the work that's been done by producers, Western Colorado University, CSU Extension, and Gunnison County to support ranching operations, we would like to spend three years building a county wide Virtual Fence Collaborative. Our goals for the project include
1. Building a Virtual Fence Collaborative with towers being used as a community asset.
2. Assessing how adopting virtual fences can improve operations, bottom lines, and rangeland health, so we have local data to share.

3. Learning from what works and what doesn't work by hosting an annual regional "Virtual Fence Summit" where producers, students, and policy makers can come together, review their work and learn from one another.

Who's Involved?
Producers: Two Bars Ranch, Parker Pastures, and one TBD
Supporters: WCU's ENVS Department, CSU's Extension
Land/Wildlife Managers: BLM. USFS, NRCS, Gunnison County, and CPW

Year 1: Use NRCS Rangeland Health Survey to assess rangeland conditions, noting the different practices in place. Hold one ranch/allotment as a control. Work with producers to identify social and economic "success measures," host a reginal Virtual Fence Summit. Develop a MOU to establish a collaborative. Seek funding for additional towers.

Year 2: Assess rangeland conditions and practices, measure the social and economic measures. Host a regional Virtual Fence Summit. Facilitate collaborative work to bring additional virtual fence towers to the valley.

Year 3: Repeat year two, and write a final report. Refine collaborative's operations so it is sustained.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Revision No. 2 to Contract Amendment No. 2; AIP No

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Jviation, A Woolpert Company

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

Summary:

Revision No. 2 to the original Jviation Agreement for the GA Ramp Rehabilitation that addresses extra project management time during the Hwy 50 bridge closure/impacts.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 10/31/2024

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

Comments:
Legally sufficient. SO 10/16/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/16/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/1/2024

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

Agenda Date: 11/5/2024

Revised April 2015

Docusign Envelope ID: A0896535-C537-4D37-871D-0332B623652F

REVISION NO. TWO (2) TO
AMENDMENT NO. TWO (2) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
JVIATION, A WOOLPERT COMPANY, LLC
AND
GUNNISON COUNTY
GUNNISON, COLORADO

The Sponsor and Jviation agree to amend their contract for improvements to the Gunnison Crested Butte Regional Airport, Gunnison, Colorado to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- General Aviation Ramp Construction

The Sponsor agrees to pay Jviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the development schedule.

PART A - BASIC SERVICES

DESIGN

Bidding..... Lump sum of $69,051.50

TOTAL BASIC SERVICES ..... Lump sum of $69,051.50

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

Yeh & Associates – QA Testing..... Lump sum of $77,226.00
Additional Yeh & Associates – QA Testing (10 Additional Days) ..... Lump sum of $15,210.00
Additional Yeh & Associates – QA Testing (Additional Mobilization) ..... Lump sum of $13,424.00
Snowbridge, Inc. – Pipe Inspection..... Lump sum of $6,760.00

TOTAL SUBCONSULTANT SERVICES ..... Lump sum of $112,620.00

CONSTRUCTION ADMINISTRATION

Construction Administration..... Lump sum of $74,488.50
Post Construction Coordination ..... Lump sum of $63,503.30

Docusign Envelope ID: A0896535-C537-4D37-871D-0332B623652F

TOTAL CONSTRUCTION ADMINISTRATION ..... Lump sum of $137,991.80

ON-SITE COORDINATION

On-Site Construction Coordination ..... Cost Plus of $66,411.36
Additional On-Site Construction Coordination ..... Cost Plus of $14,758.08
Additional On-Site Construction Coordination ..... Cost Plus of $15,986.00
Fixed Fee for Construction Coordination ..... Lump Sum of $13,500.00
Additional Fixed Fee for Construction Coordination ..... Lump Sum of $3,000.00
On-Site Construction Survey ..... Cost Plus of $0.00
Fixed Fee for Construction Survey ..... Lump Sum of $0.00

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination ..... Actuals Not to Exceed of $15,682.40
Additional Reimbursable Costs During Construction Coordination .....
..... Actuals Not to Exceed of $3,539.20
Additional Reimbursable Costs During Construction Coordination .....
..... Actuals Not to Exceed of $977.91
Reimbursable Costs During Construction Survey ..... Actuals Not to Exceed of $0.00

TOTAL ON-SITE COORDINATION AND FIXED FEE ..... Lump sum of $133,854.95

TOTAL SPECIAL SERVICES $384,466.75

TOTAL $453,518.25

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

For the purposes of estimating the amount of expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.

Docusign Envelope ID: A0896535-C537-4D37-871D-0332B623652F

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 2024.

SPONSOR:
Gunnison County

By: _____

Name: _____

Title: _____

JVIATION, A WOOLPERT COMPANY, LLC:

DocuSigned by:
Jason Virzi
88C66044F188434...

By: _____

Name: Jason Virzi, PE

Title: Vice President

Docusign Envelope ID: A0896535-C537-4D37-871D-0332B623652F

WOOLPERT

September 25, 2024

Rick Lamport
Airport Manager
Gunnison-Crested Butte Regional Airport
Administrative Offices
519 Rio Grande Avenue
Gunnison, CO 81230

RE: Gunnison-Crested Butte Regional Airport (GUC)
General Aviation (GA) Ramp Reconstruction
AIP No. 3-08-0030-063-2023/064-2024
Revised Day Count for Onsite Construction – Revision No. 2 to Contract Amendment No. 2

Dear Mr. Lamport

At the beginning of the project, the closure of Highway 50 caused a lot of challenges that were hard to anticipate. We worked with United before construction began, to amend their calendar days from 28 to 38 to accommodate the closure. This allowed United additional time to mobilize their workforce and equipment. Unfortunately, the Highway 50 closure was more impactful than originally thought.

When construction was complete, the project had over run the duration by 9 days. This resulted in additional onsite time and expense for Woolpert to oversee the construction. The Onsite Construction overage total for both Labor and Expenses for the 9 days was $16,963.91. We feel that the additional days were a result of the Highway 50 closure. United made a great effort to keep the project on schedule and to make the most of each construction day.

We propose amending the engineering contract to add days to cover the additional cost and expenses. We have unused budget for our Construction Survey as United hired their own surveyor for construction. Therefore, the change will not result in an increase in engineering fees or the grant amount.

Sincerely,

Woolpert, Inc.

Jesse Erickson
Project Manager

Woolpert, Inc.
720 South Colorado Blvd, Suite 1200-S
Glendale, CO 80246

REVISION NO. ONE (1) TO
AMENDMENT NO. TWO (2) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
JVIATION, A WOOLPERT COMPANY, LLC
AND
GUNNISON COUNTY
GUNNISON, COLORADO

The Sponsor and Jviation agree to amend their contract for improvements to the Gunnison Crested Butte Regional Airport, Gunnison, Colorado to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- General Aviation Ramp Construction

The Sponsor agrees to pay Jviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the development schedule.

PART A - BASIC SERVICES

DESIGN

Bidding..... Lump sum of $69,051.50

TOTAL BASIC SERVICES..... Lump sum of $69,051.50

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

Yeh & Associates – QA Testing..... Lump sum of $77,226.00
Additional Yeh & Associates – QA Testing (10 Additional Days) ..... Lump sum of $15,210.00
Additional Yeh & Associates – QA Testing (Additional Mobilization) Lump sum of $13,424.00
Snowbridge, Inc. – Pipe Inspection..... Lump sum of $6,760.00

TOTAL SUBCONSULTANT SERVICES..... Lump sum of $112,620.00

CONSTRUCTION ADMINISTRATION

Construction Administration..... Lump sum of $74,488.50
Post Construction Coordination..... Lump sum of $63,503.30

TOTAL CONSTRUCTION ADMINISTRATION ..... Lump sum of $137,991.80

ON-SITE COORDINATION

On-Site Construction Coordination ..... Cost Plus of $66,411.36
Additional On-Site Construction Coordination ..... Cost Plus of $14,758.08
Fixed Fee for Construction Coordination ..... Lump Sum of $13,500.00
Additional Fixed Fee for Construction Coordination ..... Lump Sum of $3,000.00
On-Site Construction Survey ..... Cost Plus of $14,659.69
Fixed Fee for Construction Survey ..... Lump Sum of $3,000.00

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination ..... Actuals Not to Exceed of $15,682.40
Additional Reimbursable Costs During Construction Coordination.....
..... Actuals Not to Exceed of $3,539.20
Reimbursable Costs During Construction Survey ..... Actuals Not to Exceed of $2,858.25

TOTAL ON-SITE COORDINATION AND FIXED FEE ..... Lump sum of $137,408.98

TOTAL SPECIAL SERVICES $388,020.78

TOTAL $457,072.28

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

For the purposes of estimating the amount of expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 16th day of July 2024.

SPONSOR: Gunnison County	JVIATION, A WOOLPERT COMPANY, LLC:
By: _____	By: _____
Name: ~~Chairperson~~ Jonathon Houck	Name: Jason Virzi, PE
Title: Chairperson	Title: Vice President

U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

June 3, 2024

Mr. Rick Lamport
Airport Manager
519 W. Rio Grande
Gunnison, Colorado 81230

Gunnison-Crested Butte Regional Airport
Gunnison, Colorado
AIP: 3-08-0030-063-2023
3-08-0030-064-2024
GA Apron Reconstruction – Schedule I
Engineering Services – Bidding and Construction
Amendment No. 1

Dear Mr. Lamport:

We have reviewed your scope of work, fee proposal, **and** record of negotiations **and Independent Fee Estimate (IFE)** for Bidding and Construction by Jviation, a Woolpert Company for the subject project. Based on your analysis, we accept these costs as reasonable. Please maintain a copy of your analysis for future audit purposes.

The fee(s) proposed for the engineering services have been approved, subject to the following conditions:

1. Please note that this is a maximum fee and the sponsor can only be reimbursed for actual costs incurred assuming associated construction work is completed.
2. Any amendments to this engineering agreement will require Federal Aviation Administration (FAA) approval.
3. If the amendments occur after the grant is issued, they will be subject to the availability of funds.
4. Design must conform to FAA standards and specifications.
5. Construction must conform to contract documents.

U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

The following items are approved and appear eligible for federal participation, assuming the associated work is completed.

Bidding Phase (Lump Sum) =	$69,051.50
Construction Administration (Lump Sum) =	$74,488.50
On-Site Construction Coordination Phase (Cost Plus Fixed Fee) (28 Calendar Days) =	$95,593.76
On-Site Construction Survey Phase (Cost Plus Fixed Fee) =	$20,517.94
Post Construction Phase (Lump Sum)	$63,503.30
Quality Assurance Testing =	$77,226.00
Pipe Inspection =	$6,760.00
Grand Total	**$ 407,141.00**

Amendment No. 1

On-Site Construction Coordination Phase (Cost Plus Fixed Fee) (10 Calendar Days) =	$21,297.28
Quality Assurance Testing (10 Additional Days) =	$15,210.00
Quality Assurance Testing (Add. Mobilization) =	$13,424.00
Amendment Total	**$ 49,931.28**

We encourage all sponsors to review their engineering services and construction agreements in detail and be familiar with them. Under the AIP, the sponsor is the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues arising from the procurements entered into.

Based on the submitted record of negotiations, we concur with the listed fees established. The fees are fair, reasonable, and the result of good faith negotiations.

Please provide our office with a copy of the executed engineering agreement.

If you have not done so, please submit the following certification:

- **Sponsor Certification for Selection of Consultants.** This certification indicates that you have reviewed and followed the FAA standards and guidance in the selection of your consultant and in the negotiation process, to determine fair and reasonable fees.

If you have questions, please call me at (303) 342-1256.

Sincerely,

Paulette Lugo

Paulette Lugo
Project Manager, DEN-612
Denver ADO

AMENDMENT NO. TWO (2) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
JVIATION, A WOOLPERT COMPANY, LLC
AND
GUNNISON COUNTY
GUNNISON, COLORADO

The Sponsor and Jviation agree to amend their contract for improvements to the Gunnison Crested Butte Regional Airport, Gunnison, Colorado to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- General Aviation Ramp Construction

The Sponsor agrees to pay Jviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the development schedule.

PART A - BASIC SERVICES

DESIGN

Bidding ..... Lump sum of $69,051.50

TOTAL BASIC SERVICES ..... Lump sum of $69,051.50

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

Yeh & Associates – QA Testing ..... Lump sum of $77,226.00
Snowbridge, Inc. – Pipe Inspection ..... Lump sum of $6,760.00

TOTAL SUBCONSULTANT SERVICES ..... Lump sum of $83,986.00

CONSTRUCTION ADMINISTRATION

Construction Administration ..... Lump sum of $74,488.50
Post Construction Coordination ..... Lump sum of $63,503.30

TOTAL CONSTRUCTION ADMINISTRATION ..... Lump sum of $137,991.80

ON-SITE COORDINATION

On-Site Construction Coordination	Cost Plus of $66,411.36
Fixed Fee for Construction Coordination	Lump Sum of $13,500.00
On-Site Construction Survey	Cost Plus of $14,659.69
Fixed Fee for Construction Survey	Lump Sum of $3,000.00

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination	Actuals Not to Exceed of $15,682.40
Reimbursable Costs During Construction Survey	Actuals Not to Exceed of $2,858.25

TOTAL ON-SITE COORDINATION AND FIXED FEE	Lump sum of $116,111.70
TOTAL SPECIAL SERVICES	$338,089.50
TOTAL	$407,141.00

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

For the purposes of estimating the amount of expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 2024.

SPONSOR:
Gunnison County

By: _____

Name: Jonathan Houck

Title: Chairperson

JVIATION, A WOOLPERT COMPANY, LLC:

By: _____

Name: Jason Virzi, PE

Title: Vice President

SCOPE OF WORK
FOR
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado
AIP Project No. 3-08-0030-063, 064-2023
General Aviation Ramp Reconstruction – Schedule I

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated November 2, 2022 between Gunnison County and Jviation, a Woolpert Company for providing professional services. For the remainder of this scope the Gunnison-Crested Butte Regional Airport is indicated as "Sponsor" and Jviation, a Woolpert Company, is indicated as "Engineer." The construction budget for this project is $3,013,140.50. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of supporting Bidding, Construction Administration, Post-Construction Coordination, On-Site Construction Coordination, and On-Site Construction Survey for the Schedule I of the General Aviation Ramp Reconstruction Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

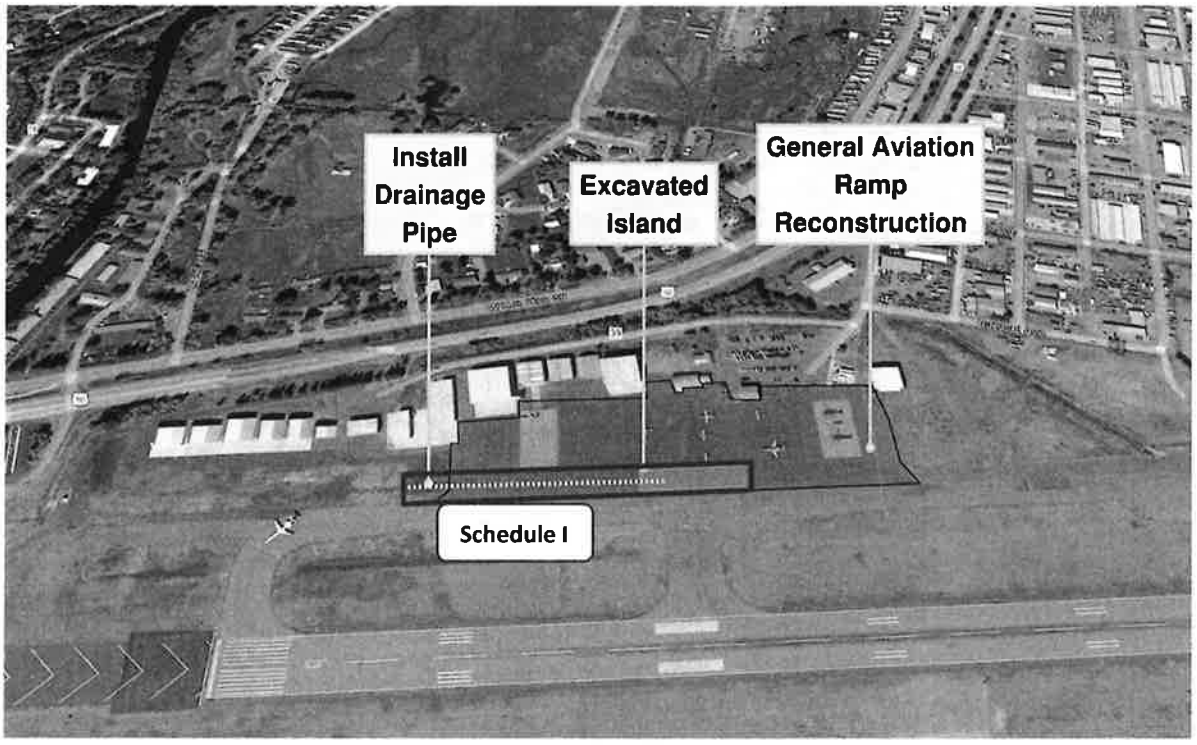


EXHIBIT NO. 1

DESCRIPTION

The existing General Aviation (GA) Ramp is comprised of approximately 500,000 square feet of asphalt and numerous, small concrete pads. Based on historical records the ramp has been built out in 6 major portions between 1948 and 1985. The pavement section includes 2" to 11" of asphalt over 0" to 7.5" of base material on native subgrade. The condition of the asphalt on the GA Ramp is poor and includes significant cracking. While a vast majority of the cracks are sealed, the number and size of the cracks indicates that the structure of the asphalt needs to be replaced. Based on CDOT Aeronautics Pavement Evaluation & Management Program, in 2022 the western ¾ of the asphalt ramp has a PCI value of 40. The eastern ¼ of the asphalt ramp has a PCI value of 31.

The reconstruction of the pavement section will include full depth removal of the existing asphalt pavement and base material. The asphalt millings will be stored onsite, south of the main runway. The base and subgrade material will be removed offsite. The subgrade will be prepared to the geotechnical engineer's recommendations before installing a drainable base rock layer. The stabilize base and top layer of the pavement section will be comprised of either concrete or asphalt.

The concrete hard stands in the GA Ramp are in better shape. The Western concrete hard stand has a 2022 PCI value of 90. The Eastern concrete hard stand has a 2022 PCI value of 78. These can be repaired with future schedules of work and have life remaining.

The existing GA Ramp has one area that allows direct access from the ramp to the runway. This has been identified as requiring correction during the project. In this area the existing pavement will be removed and will not be replaced. A drainage pipe will be installed to drain the new infield island.

The project will be phased to minimize impacts to existing operations and to accommodate the anticipated funding schedule. The construction of the project will be funded by the AIP Program and was divided into work schedules to meet available funds. This scope of work considers the construction of the Schedule I only in the 2024 construction season. Schedules II and III will be constructed in the following years under new scopes of work.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Bidding Phase, and Reimbursable Costs During Bidding and **Part B-Special Services,** which includes; 2) Construction Administration Phase, 3) Post-Construction Coordination Phase, 4) On-Site Construction Coordination Phase or Field Engineering, 5) On-Site Construction Survey Phase, and Reimbursable Costs during Survey and Construction. Additional services that will be completed by subconsultants to the Engineer, including the quality assurance testing during construction and post-construction pipe inspection will also be included under **Part B-Special Services.** Parts A and B and the five phases are described in more detail below.

PART A - BASIC SERVICES consists of the Bidding Phase, invoiced on a lump sum basis.

1.0 Bidding Phase

1.01 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings with the FAA and the Sponsor. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.02 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Senior construction management staff will consult with and provide guidance to the on-site Construction Manager regarding unique project elements; material quality, production, and/or placement issues; and any other difficulties encountered during construction.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Prepare quarterly performance reports.

1.03 Prepare Federal Grant Applications. This task consists of preparing up to two federal grant applications: Entitlement and BILS. The applications will be submitted during the initial portion of the project. Preparation of the applications includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant applications to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed applications to the FAA for further processing.

1.04 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in two (2) newspapers (or other form of regularly published print media) as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors and plan rooms in order to maximize project exposure and generate interest in the project. The Engineer will coordinate payment for the project advertisement(s) and request reimbursement from the Sponsor as a pass-through cost during invoicing.

1.05 Prepare/Conduct Pre-Bid Meeting. The Engineer will conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments.

1.06 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

1.07 Consult with Prospective Bidders. During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

1.08 Attend Bid Opening. The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor.

1.09 Review Bid Proposals. Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgement of addenda, and in-state licensure verification shall be completed.

1.10 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 1.9. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. If the project cannot be awarded, a separate proposal to rebid the project will be provided.

TASK 1 DELIVERABLES	TO FAA/STATE	TO SPONSOR
1.01 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.02 Schedule, PSR, and Monthly Invoicing		✓
1.02 Pay Request Review Documentation	✓	✓
1.02 Weekly/Monthly Reports	✓	✓
1.02 Quarterly Performance Reports	✓	✓
1.02 Change Orders/Supplemental Agreements	✓	✓
1.03 Federal Grant Application	✓	✓
1.04 Required Bidding Documents	✓	✓
1.05 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes	✓	✓
1.06 Addenda	✓	✓
1.09 Bid Tabulations	✓	✓
1.10 Recommendation of Award	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.02 Prepare Project Scope of Work and Contract	• Conference Call One (1) Project Engineer and one (1) Project Manager • Assume One (2) hour via teleconference (1 meetings)
1.05 Prepare/Conduct Pre-Bid Meeting	• Gunnison, CO One (1) Project Manager and one (1) Project Engineer • Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member for site visit
1.08 Attend Bid Opening	• Gunnison, CO One (1) Project Manager and one (1) Project Engineer • Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member per site visit

EX Reimbursable Costs During Bidding. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

PART B - SPECIAL SERVICES consists of the 2) Construction Administration Phase, 3) Post-Construction Coordination Phase (invoiced on a lump sum basis), 4) On-Site Construction Coordination Phase, and 5) On-Site Construction Survey Phase (invoiced on a cost plus fixed fee basis). Also included are direct subcontract costs for the quality assurance testing during construction and post-construction pipe inspection.

2.0 Construction Administration Phase

2.01 Prepare Construction Contract and Documents. In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

2.02 Review Environmental Documentation. This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected.

2.03 Coordinate Quality Assurance Testing. This task includes preparing the requirements for quality assurance testing. Negotiating with the quality assurance firm for a cost to perform the work is also included in this task.

2.04 Prepare/Conduct Pre-Construction Meeting. The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. It is anticipated that representatives of the Engineer will include the Project Manager, Construction Manager, and a Senior Construction Manager. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), Contractor, subcontractors, and airport tenants affected by the project.

2.05 Prepare/Submit Construction Management Plan. This task includes preparing and submitting the Construction Management Plan, which includes resumes of project personnel representing the stakeholders, detailed inspection procedures, required submittal processes, quality control testing methods, quality assurance testing methods, final test result summary forms, and the Contractor's Quality Control Program (CQCP). The Construction Management Plan shall be prepared to follow the requirements of FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Projects*.

2.06 Review Contractor's Safety Plan Compliance Document. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction.* The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will

review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.

2.07 Prepare Requests for Reimbursement. This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be four RFRs for expenses incurred during the construction and closeout phase of the project.

2.08 Coordinate and Attend Quality Assurance/Quality Control Workshop. Per FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, the FAA requires a Quality Assurance (QA)/Quality Control (QC) workshop when paving operations are anticipated to be greater than $500,000. The Engineer will attend the workshop, which will be facilitated by the Contractor, to review project and FAA requirements prior to the commencement of construction. The location of the meeting will be coordinated by the Engineer and Contractor and will include representatives from the Sponsor, Engineer, FAA (if possible), Contractor, subcontractors, quality assurance, quality control, and any other necessary parties. It is anticipated that representatives of the Engineer will include the Project Manager, Construction Manager, and a Senior Construction Manager. Paving operations will not be permitted prior to this meeting's occurrence.

2.09 Perform Site Visits During Construction. The Project Manager shall make on-site visits, as required, throughout the duration of the project. At this time, it is estimated that the Project Manager will make up to two site visits to the project. Additionally, during critical stages of construction, a Senior Construction Manager will be on-site to assist the Construction Manager in ensuring that key project elements are completed in accordance with the project plans and specifications, within the time period allotted for construction, and according to best construction practices. It is anticipated that the Senior Construction Manager will make two site visits of two days each for a total of four days on-site during construction.

TASK 2 DELIVERABLES	TO FAA/STATE	TO SPONSOR
2.01 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
2.01 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
2.04 Pre-Construction Agenda and Meeting Minutes	✓	✓
2.05 Construction Management Plan	✓	✓
2.06 Review and Approval of SPCD and Final SPCD	✓	✓
2.07 Request for Reimbursement	✓	✓
2.08 QA/QC Workshop Meeting Minutes	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.04 Conduct Pre-Construction Meeting	• Gunnison, CO One (1) Project Manager, one (1) Construction Manager, and one (1) Senior Construction Manager • Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member for the site visit
2.08 Attend QA/QC Workshop	• Gunnison, CO One (1) Project Manager, one (1) Construction Manager, and one (1) Senior Construction Manager • Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member for the site visit
2.09 Perform Site Visits During Construction	• Gunnison, CO One (1) Project Manager • Assume two-day site visit (2 site visits) Assume travel to/from Denver, CO with one (1) overnight stay for Project Manager for each site visit
2.09 Site Visits During Critical Construction Activities	• Gunnison, CO One (1) Senior Construction Manager • Assume two-day site visit (2 site visits) Assume travel to/from Denver, CO with one (1) overnight stay for Senior Construction Manager for each site visit

3.0 *Post-Construction Coordination Phase*

3.01 Prepare Final Testing Report. The Engineer will submit the quality assurance testing summary report, which will include a narrative of tests taken, verification for minimum number of tests, discussion of problems and tests necessary, and a table (from Construction Management Plan) including the actual number of tests taken for each specification item to the FAA for review and approval.

3.02 Prepare Clean-up Item List. The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.), and the site is clean.

3.03 Conduct Final Inspection. The Engineer, along with the Sponsor and FAA (if available), shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.

3.04 Prepare Engineering Record Drawings. The Engineer will prepare the record drawings indicating modifications made during construction. The record drawings will be provided to the FAA electronically.

3.05 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements (Regional Guidance Northwest Mountain Airports Division 620-05: Standard Handout for Final Reports).

3.06 Prepare DBE Uniform Report. The Engineer will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the Sponsor to submit to the FAA.

3.07 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

3.08 Update Airport Layout Plan (ALP). The Engineer will review and update the ALP to reflect the work completed for this project. A draft version of each sheet will be submitted to the ADO for review. Upon approval by the FAA, the Engineer shall assist the Sponsor in preparing copies for signature of the revised sheets and submitting to the FAA for final approval.

TASK 3 DELIVERABLES	TO FAA/STATE	TO SPONSOR
3.01 Final Testing Report	✓	✓
3.02 Clean-up List	✓	✓
3.03 Punchlists	✓	✓
3.04 Record Drawings	✓	✓
3.05 Final Construction Report	✓	✓
3.06 DBE Uniform Report	✓	✓
3.07 Project Cost Summary	✓	✓
3.08 Updated ALP	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.03 Conduct Final Inspection	• Gunnison, CO One (1) Project Manager Assume full day site visit (1 site visits) Assume travel to/from Denver, CO with one (1) overnight stay for Project Manager for each site visit

4.0 On-Site Construction Coordination Phase

This phase will consist of providing one full-time Construction Manager supported by one full-time Field Engineer. It shall be the responsibility of the Construction Manager to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take **28 calendar days** to complete construction of the project.

4.01 Provide Resident Engineering. The Construction Manager will work approximately **12 hours per day** and the one half-time Field Engineer will be on-site approximately **12 hours per day** as needed. It is assumed that the Construction Manager and Field Engineer will be able to complete all daily project documentation in the course of their shift and that total on-site inspection time is anticipated to be **28 calendar days**. It is assumed that the Contractor will work **six (6) days** a week during the construction period **resulting in 24 working days**.

The following tasks will be performed during the course of a typical day's shift during construction:

a. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project's Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The Engineer will prepare and maintain a submittal register to log the submittals received. The submittal register will include

information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.

b. Review survey data and other construction tasks for general compliance with the construction documents.
c. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).
d. Prepare and process change orders.
e. Conduct employee interviews and review Contractor's and subcontractor's weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews, and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
f. Review quality control and quality assurance testing results for conformance with the project specifications.
g. Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
h. Prepare the periodic cost estimates and review the quantities with the Contractor. The Engineer, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor's records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the periodic cost estimate to the Sponsor for payment.
i. Maintain daily logs of construction activities for the duration of time on site, including the Construction Project Daily Inspection Checklist as required by the CSPP and SPCD.
j. Verify that restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
k. Prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA, and the office following the week of actual construction activities performed.
l. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

TASK 4 DELIVERABLES	TO FAA/STATE	TO SPONSOR
4.01a Coordinate Submittal Reviews		✓
4.01c Coordinate RFIs	✓	✓
4.01d Change Orders	✓	✓
4.01e Payroll Reviews		✓
4.01f Quality Assurance/Quality Control Results Compilation	✓	✓
4.01h Periodic Cost Estimates	✓	✓
4.01k Weekly Reports	✓	✓

5.0 On-Site Construction Survey Phase

5.01 Provide Construction Survey Control. Prior to the beginning of construction, the Surveyor will verify existing project control and move/set additional control outside of grading limits to control the project. Project control will be tied to existing airport control points and updated positions will be provided to the Contractor for use during the project. Project control will be verified by the Surveyor two (2) times throughout the course of construction. If additional project control is required, the Surveyor will provide the work as an additional service to the Contractor. Surveying will be performed under the direct supervision of a state-licensed Professional Land Surveyor.

TASK 5 DELIVERABLES	TO FAA/STATE	TO SPONSOR
5.01 Provide Survey Control Report	✓	✓

TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.01 Provide Survey Control	• Gunnison, CO One (1) Survey Crew • Assume two (2) full day site visits (two total trips) Assume travel to/from Denver, CO with one (1) overnight stay for the Survey Crew for each site visit

EX Reimbursable Costs During Survey and Construction. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Sections 2 and 3 Reimbursables are invoiced on a lump sum basis and Sections 4 and 5 Reimbursables are invoiced on a cost plus fixed fee basis.

Special Considerations

The following special considerations are required for this project but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Quality Assurance Testing. Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Engineer. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- ✈ Item P-152 Excavation and Embankment
- ✈ Item P-154 Subbase Course
- ✈ Item P-209 Crushed Aggregate Base Course
- ✈ Item P-401 / P-403 Plant Mix Bituminous Pavements
- ✈ Item P-610 Structural Portland Cement Concrete

To facilitate testing during construction, it is anticipated that an onsite, AASHTO accredited, mobile laboratory will be required.

D-701 Pipe Inspections. Pipe inspections will be completed by a third party under the supervision of the Engineer.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate. Lodging will be invoiced as an actual expense incurred.

2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.

3. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

4. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design,* and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports,* and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

5. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

6. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

AIRPORT: Gunnison-Crested Butte Regional Airport
AIP/PROJ. NO.: 3-08-0030-063, 064, 065-2023
PROJECT NAME: General Aviation Ramp Reconstruction - Bidding, Construction, Closeout (Schedule I Only)
DATE: January 1, 2024

Highlighted cells have been modified during negotiations

JVIATION
A WOOLPERT COMPANY

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
1.0 Bidding Phase (Lump Sum)					
Sales Director	1 hrs.	x	$ 325.00 /hr	= $	325.00
Practice Operations Leader	15 hrs.	x	$ 305.00 /hr	= $	4,575.00
Engineer III	2 hrs.	x	$ 255.00 /hr	= $	510.00
Project Manager III	142 hrs.	x	$ 230.00 /hr	= $	32,660.00
Construction Manager IV	32 hrs.	x	$ 230.00 /hr	= $	7,360.00
Engineer in Training II	72 hrs.	x	$ 150.00 /hr	= $	11,520.00
Eng Designer III	8 hrs.	x	$ 215.00 /hr	= $	1,720.00
Engineering Techn III	8 hrs.	x	$ 145.00 /hr	= $	1,160.00
Project Coordinator II	52 hrs.	x	$ 135.00 /hr	= $	7,020.00
Planner III	0 hrs.	x	$ 240.00 /hr	=	
SUBTOTAL	332 hrs.		SUBTOTAL	$	66,850.00
Reimbursables					
Auto Rental	4 Day	x	$ 85.00 /Day=	$	340.00
Mileage	900 Mi	x	$ 0.655 /Mi=	$	589.50
Lodging + Tax & Fees	4 Day	x	$ 170.00 /Day=	$	680.00
Per Diem	8 Day	x	$ 74.00 /Day=	$	592.00
Travel & Airline Costs	0 Trip	x	$ 600.00 /Trip=		
			SUBTOTAL	$	2,201.50
			PHASE SUBTOTAL	$	69,051.50

LABOR HOUR BREAKDOWN

TASK		LABOR CATEGORY										
		Sales Director	Practice Operations Leader	Engineer III	Project Manager III	Construction Manager IV	Engineer in Training II	Eng Designer III	Engineering Techn III	Project Coordinator II	Planner III	Phase Item Costs
1.0	**Bidding Phase (Lump Sum)**											
1.01	Prepare Project Scope of Work and Contract	1	1	2	6		16			4		$ 5,430.00
1.02	Provide Project Coordination		4		80	4				16		$ 23,920.00
1.03	Prepare Federal Grant Applications		2		8		8			32		$ 7,180.00
1.04	Provide Bid Assistance				8		8					$ 3,120.00
1.05	Prepare/Conduct Pre-Bid Meeting				16	16						$ 7,360.00
1.06	Prepare Addenda		2		8	8	8	8	8			$ 8,450.00
1.07	Consult with Prospective Bidders				4	4	8					$ 3,180.00
1.08	Attend Bid Opening				8		8					$ 3,120.00
1.09	Review Bid Proposals		1		4		8					$ 2,505.00
1.10	Prepare Recommendation of Award		1		4		8					$ 2,909.00
	TOTALS	1	11	2	142	32	72	8	8	52	0	$ 68,850.00

Labor Category	Total Hours		Billing Rate		Total Cost
2.0 Construction Administration Phase (Lump Sum)					
Sales Director	0 hrs.	x	$ 325.00 /hr	=	
Practice Operations Leader	0 hrs.	x	$ 305.00 /hr	=	
Engineer III	0 hrs.	x	$ 255.00 /hr	=	
Project Manager III	111 hrs.	x	$ 230.00 /hr	= $	25,530.00
Construction Manager IV	30 hrs.	x	$ 230.00 /hr	= $	6,900.00
Construction Manager II	166 hrs.	x	$ 170.00 /hr	= $	28,220.00
Engineer in Training II	16 hrs.	x	$ 160.00 /hr	= $	2,560.00
Engineering Techn III	2 hrs.	x	$ 145.00 /hr	= $	290.00
Project Coordinator II	24 hrs.	x	$ 135.00 /hr	= $	3,240.00
Planner III	6 hrs.	x	$ 240.00 /hr	= $	1,440.00
SUBTOTAL	355 hrs.		SUBTOTAL	$	68,180.00
Reimbursables					
Auto Rental	19 Day	x	$ 85.00 /Day=	$	1,460.00
Mileage	2700 Mi	x	$ 0.655 /Mi=	$	1,768.50
Lodging + Tax & Fees	10 Day	x	$ 170.00 /Day=	$	1,700.00
Per Diem	20 Day	x	$ 74.00 /Day=	$	1,480.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		
			SUBTOTAL	$	6,308.50
			PHASE SUBTOTAL	$	74,488.50

TASK		LABOR CATEGORY										
		Sales Director	Practice Operations Leader	Engineer III	Project Manager III	Construction Manager IV	Construction Manager II	Engineer in Training II	Engineering Techn III	Project Coordinator II	Planner III	Phase Item Costs
2.0	**Construction Administration Phase (Lump Sum)**											
2.01	Prepare Construction Contract and Documents				8			8		8		$ 4,720.00
2.02	Review Environmental Documentation						6		2		6	$ 2,750.00
2.03	Coordinate Quality Assurance Testing				2	2	8					$ 2,180.00
2.04	Prepare/Conduct Pre-Construction Meeting				12	12	12					$ 7,560.00
2.05	Prepare/Submit Construction Management Plan				2	4	40	8				$ 9,440.00
2.06	Review Contractor's Safety Plan Compliance Document				2		8					$ 1,870.00
2.07	Prepare Requests for Reimbursement				6					16		$ 4,000.00
2.08	Coordinate and Attend Quality Assurance/Quality Control Workshop				12	12	12					$ 7,560.00
2.09	Perform Site Visits During Construction				65		80					$ 24,650.00
	TOTALS	0	0	0	111	30	166	16	2	24	6	$ 68,180.00

Labor Category	Total Hours		Billing Rate		Total Cost
3.0 Post Construction Coordination Phase (Lump Sum)					
Sales Director	0 hrs.	x	$ 325.00 /hr	=	
Practice Operations Leader	0 hrs.	x	$ 305.00 /hr	=	
Engineer III	0 hrs.	x	$ 255.00 /hr	=	
Project Manager III	54 hrs.	x	$ 230.00 /hr	= $	12,420.00
Construction Manager IV	38 hrs.	x	$ 230.00 /hr	= $	8,740.00
Construction Manager II	164 hrs.	x	$ 170.00 /hr	= $	27,880.00
Engineer in Training II	15 hrs.	x	$ 160.00 /hr	= $	2,560.00
Engineering Techn III	56 hrs.	x	$ 145.00 /hr	= $	8,120.00
Project Coordinator II	8 hrs.	x	$ 135.00 /hr	= $	1,080.00
Planner III	8 hrs.	x	$ 240.00 /hr	= $	1,930.00
SUBTOTAL	344 hrs		SUBTOTAL	$	62,730.00
Reimbursables					
Auto Rental	2 Day	x	$ 85.00 /Day=	$	170.00
Mileage	450 Mi	x	$ 0.655 /Mi=	$	294.75
Lodging + Tax & Fees	1 Day	x	$ 170.00 /Day=	$	170.00
Per Diem	2 Day	x	$ 74.00 /Day=	$	148.00
Miscellaneous Expenses	1 Each	x	$ 0.55 /Each=	$	0.55
			SUBTOTAL	$	783.30
			PHASE SUBTOTAL	$	63,513.30

TASK		LABOR CATEGORY										
		Sales Director	Practice Operations Leader	Engineer III	Project Manager III	Construction Manager IV	Construction Manager II	Engineer in Training II	Engineering Techn III	Project Coordinator II	Planner III	Phase Item Costs
3.0	**Post Construction Coordination Phase (Lump Sum)**											
3.01	Prepare Final Testing Report				2	12	40					$ 12,020.00
3.02	Prepare Clean-up Item List					2	8					$ 1,820.00
3.03	Conduct Final Inspection				8		8					$ 3,200.00
3.04	Prepare Engineering Record Drawings				8		32	16	40			$ 12,240.00
3.05	Prepare Final Construction Report				16	34	80	0				$ 12,800.00
3.06	Prepare DBE Uniform Report				4		8			8		$ 2,360.00
3.07	Summarize Project Costs				8		8					$ 3,200.00
3.08	Update Airport Layout Plan (ALP)				8				16		8	$ 4,080.00
	TOTALS	0	0	0	54	38	184	16	56	8	8	$ 63,720.00

Labor Category	Total Hours		Billing Rate			Total Cost
4.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)						
Construction Manager II	288 hrs.	x	$ 50.00 /hr	=	$	14,400.00
Construction Manager II	144 hrs.	x	$ 50.00 /hr	=	$	7,200.00
SUBTOTAL	432 hrs		SUBTOTAL		$	21,600.00
Direct Labor Cost				=	$	21,600.00
Overhead (% of Direct Labor Cost)			207.46%	=	$	44,811.36
Total Labor Cost				=	$	66,411.36
Fixed Fee				=	$	13,500.00
			SUBTOTAL PHASE LABOR		$	79,911.36
Reimbursables						
Auto Rental	39 Day	x	$ 85.00 /Day	=	$	3,060.00
Mileage	2682 Mi	x	$ 0.655 /Mi	=	$	1,886.40
Lodging + Tax & fees	44 Day	x	$ 170.00 /Day	=	$	7,480.00
Per Diem	44 Day	x	$ 74.00 /Day	=	$	3,256.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip	=		
			SUBTOTAL		$	15,682.40
			PHASE SUBTOTAL		$	95,593.76

TASK	LABOR CATEGORY										Phase Item Costs
	Construction Manager II	Construction Manager II									
4.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)											
Estimated Calendar Days from Scope of Work	28	14									
Estimated Working Days/Week from Scope of Work	6	6									
Total Days Scoped for Resident Engineering	24	12									
Estimated Hours/Day from Scope of Work	12	12									
4.01 Provide Resident Engineering	288	144									$ 21,600.00
TOTALS	288	144	0	0	0	0	0	0	0	0	$ 21,600.00

Labor Category	Total Hours		Billing Rate			Total Cost
5.0 On-Site Construction Survey Phase (Cost Plus Fixed Fee)						
Geospatial Project Mgr IV	8 hrs.	x	$ 81.00 /hr	=	$	648.00
Survey Phase Manager	40 hrs.	x	$ 46.00 /hr	=	$	1,840.00
Survey Party Chief	60 hrs.	x	$ 38.00 /hr	=	$	2,280.00
SUBTOTAL	108 hrs.		SUBTOTAL		$	4,768.00
Direct Labor Cost				=	$	4,768.00
Overhead (% of Direct Labor Cost)			207.46%	=	$	9,891.69
Total Labor Cost				=	$	14,659.69
Fixed Fee				=	$	3,000.00
			SUBTOTAL PHASE LABOR		$	17,659.69
Reimbursables						
Auto Rental	Day	x	$ 85.00 /Day	=		
Mileage	1350 Mi	x	$ 0.655 /Mi	=	$	884.25
Lodging + Tax & Fees	6 Day	x	$ 170.00 /Day	=	$	1,020.00
Per Diem	6 Day	x	$ 74.00 /Day	=	$	444.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip	=		
Survey Supplies & Equip	Each	x	/Trip	=		
Survey Field Vehicle	6 Day	x	$ 85.00 /Day	=	$	510.00
			SUBTOTAL		$	2,858.25
			PHASE SUBTOTAL		$	20,517.94

TASK	LABOR CATEGORY										Phase Item Costs
	Geospatial Project Mgr IV	Survey Phase Manager	Survey Party Chief								
5.0 On-Site Construction Survey Phase (Cost Plus Fixed Fee)											
5.01 Provide Construction Survey Control	8	40	60								$ 4,768.00
TOTALS	8	40	60	0	0	0	0	0	0	0	$ 4,768.00

	Contract Hours		Phase Fee	Reimbursable Costs	Total Cost
PART A - BASIC SERVICES (LUMP SUM)					
1.0 Bidding Phase (Lump Sum)	332		$ 66,850.00	$ 2,201.50	$ 69,051.50
	332	SUBTOTAL	$ 66,850.00	$ 2,201.50	$ 69,051.50
PART B - SPECIAL SERVICES (LUMP SUM)					
2.0 Construction Administration Phase (Lump Sum)	353		$ 68,180.00	$ 6,308.50	$ 74,488.50
3.0 Post Construction Coordination Phase (Lump Sum)	564		$ 62,720.00	$ 783.30	$ 63,503.30
	699	SUBTOTAL	$ 130,900.00	$ 7,091.80	$ 137,991.80

	Contract Hours		Phase Fee	Fixed Fee	Reimbursable Costs	Total Cost
PART B - SPECIAL SERVICES (COST PLUS FIXED FEE)						
4.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)	432		$ 66,411.36	$ 13,500.00	$ 15,682.40	$ 95,593.76
5.0 On-Site Construction Survey Phase (Cost Plus Fixed Fee)	108		$ 14,659.69	$ 3,000.00	$ 2,858.25	$ 20,517.94
	540	SUBTOTAL	$ 81,071.05	$ 16,500.00	$ 18,540.65	$ 116,111.70
SUBCONSULTANT 1						
Quality Assurance Testing (Yeh & Associates)						$ 77,226.00
SUBCONSULTANT 2						
Pipe Inspections (Snowbridge, Inc)						$ 6,760.00
					SUBTOTAL	$ 83,986.00
TOTAL	1,571		$ 278,821.05	$ 16,500.00	$ 27,833.95	$ 407,141.00

*For the purposes of estimating the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of invoicing mileage will be invoiced in accordance with published IRS rates at the time of service and per diem will be invoiced in accordance with published GSA rates at the time of service. Lodging will be invoiced as actual expense incurred except in the cases where specific client requirements exist that limit lodging to GSA standards

BASE AGREEMENT
BETWEEN
JVIATION, A WOOLPERT COMPANY
AND
GUNNISON COUNTY
GUNNISON, COLORADO

Gunnison County (the "Sponsor"), agrees to retain the firm of Jviation, A Woolpert Company (the "Engineer") to perform the scope of engineering services as outlined below at the Gunnison Crested Butte Regional Airport (the "Site"). The term of this Base Agreement (the "Agreement") shall become effective upon execution by the parties and will remain in effect for five (5) years until or as terminated in accordance with the terms below.

SECTION 1. PROJECT LIST

1.1 This Agreement is for engineering services at the Site, which may include the following items (collectively, the "Project"):

- Rehabilitate Portion of Taxiway A (from A4 eastwards)
- Rehabilitate General Aviation Apron
- Rehabilitate Taxiway Connectors A4 through A8
- Expand General Aviation Apron and Facilities
- Update ALP
- SRE acquisition Runway Plow Vehicle
- ARFF Equipment
- Rehabilitate Runway 06/24 (pavement maintenance)
- DBE Reporting and Goal Setting
- Projects identified and approved under new Master Plan if within contract period

SECTION 2. SCOPE OF SERVICES

The engineering services to be provided in connection with the Project will be specified in an Amendment to this Agreement, a sample of which is attached as Exhibit A hereto, or a Statement of Work (an "SOW") accompanying such Amendment (such services collectively, when and as specified in Amendments and SOWs, the "Services").

2.1 Basic Services. Engineer may provide the following services if included in a SOW:

2.1.1 Assist the Sponsor in the preparation of the pre-application, program sketch, program narrative, and engineer's estimate, required statements and notifications, the environmental documentation, and state and regional reviews as required.

2.1.2 Consult/coordinate with the airport authority, airport staff, the Federal Aviation Administration ("FAA"), users, city, county, and other interested parties;

2.1.3 Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations;

2.1.4 Review, and revise as necessary, the airport drawings which provide the basis for the project design;

2.1.5 Prepare preliminary Plans and Specifications and cost estimates for the design and construction;

2.1.6 Provide an acceptable airport layout plan, including exhibits and associated drawings, as required;

2.1.7 Prepare and submit final Plans and Specifications and other contract documents for approval by the Sponsor and (as required) to the FAA prior to advertising for bids;

2.1.8 Prepare a design engineer's report, including estimates of final quantities and opinion of probable construction costs. The report will be submitted with the final Plans and Specifications to the Sponsor and when applicable to the FAA;

2.1.9 Prepare or assist in the preparation of an application for federal funds and a property map;

2.1.10 Prepare Construction Safety and Phasing Plan (CSPP);

2.1.11 Coordinate the establishment of bid proposals into schedules to allow flexibility of award to match the funds available;

2.1.12 Provide complete sets of approved Plans and Specifications and other contract documents for bidding the project;

2.1.13 Arrange for and conduct a pre-bid conference and job showing;

2.1.14 Assist with the bid opening and processing of bid documents and make recommendations to the Sponsor for award of contract schedules;

2.1.15 Perform miscellaneous engineering services, e.g. hydrology studies, as requested by airport management.

2.2 Special Services. The Engineer may also provide the following special Services:

2.2.1 Soils and pavement investigations (for design), including performing soils and/or pavement testing and investigation of proposed construction areas as required for design.

2.2.2 Topographic surveys (for design), including performing topographic surveys of proposed construction areas as required for design.

2.2.3 Construction administration, including administering proposed construction activity.

2.3 Field Engineering Services. This Section 2.3 shall apply only if engineering coordination services are included within an Amendment. In such case, Engineer shall arrange for and conduct a pre-construction conference, and shall provide complete resident engineering coordination of the construction work on the Project, with sufficient qualified inspectors, who shall be present during all construction operations, to observe that construction is accomplished in accordance with the Plans and Specifications. It is expressly understood that the term "engineering coordination" does not mean that the Engineer will assume any responsibility that replaces in any way the duties and authority of a construction superintendent or other contractor charged with responsibility for the construction operation, including ways or means of construction or job site safety.

2.3.1 The Engineer, in carrying out his or her responsibilities for engineer coordination, shall endeavor to guard the Sponsor against defects and deficiencies in the permanent work constructed by the contractor, but does not in any way guarantee the performance of the contractor. The provisions of this Section 2.3 do not limit or modify Engineer's duty to act in accordance with the professional standards set forth in Section 7 below.

2.3.2 Whenever the Engineer considers it necessary or advisable in endeavoring to guard the Sponsor against defects and deficiencies in the work constructed by the contractor, the Engineer shall have the authority to provide surveys and to observe and check surveys conducted by the contractor.

2.3.3 The Engineer shall conduct materials tests required by the FAA and observe and evaluate all such tests made by the contractor in the field and in the laboratory as necessary in accordance with the Plans and Specifications. Copies of all test reports will be furnished to the Sponsor and the FAA. Test results will be available within 24 hours of receipt.

2.3.4 The Engineer shall act as the Sponsor's agent during construction to protect the Sponsor's interest and shall have the authority to recommend to the Sponsor that the construction be stopped if not in accordance with the Plans and Specifications. The Engineer will furnish the Sponsor and the FAA a weekly construction progress and inspection report if requested.

2.3.5 The Engineer shall prepare all addition and deletion change orders and supplemental agreements as required. After acceptance of a construction contract by the contractor, copies will be submitted to the Sponsor and the FAA for approval and signature before proceeding with the work.

2.3.6 The Engineer shall prepare periodic estimates during the construction of the Project and shall prepare the final estimate when the work is completed. Periodic estimates shall be submitted regularly to the Sponsor for the concurrence and submittal to the FAA for Federal participation payment requests.

2.3.7 The Engineer shall review the submitted weekly contractor's payrolls, check shop drawings, and construction submittal; and prepare and maintain necessary records of construction progress.

2.3.8 When the Project has been completed and is ready for final acceptance, the Engineer shall arrange for inspection of the finished work by the FAA, the Sponsor, the contractor, and the Engineer, following which the final estimate for the work will be considered by the Sponsor.

2.3.9 Upon acceptance of the Project, the Engineer shall prepare record drawings, including any field surveying required to compute final quantities, and a construction engineering report, and shall provide the Sponsor and the FAA with one (1) set of reproducible record drawings, one

electronic copy and one (1) copy of the construction report. These documents shall be provided in both hard copy and in an acceptable electronic format to the Sponsor.

2.3.10 On completion of the Project, the Engineer shall prepare and supply the Sponsor with an airport pavement maintenance program for the improvements constructed under the Project.

SECTION 3. COMPENSATION AND PAYMENT

The Sponsor shall pay Engineer the consideration set forth in each Amendment; which consideration shall constitute complete payment for all Services furnished in connection with the work required to be performed under the Amendment.

3.1 Method of Compensation. Each Amendment shall specifically identify the Services, the type of compensation, the applicable rates, and the reimbursable expenses.

3.1.1 For performance of Services included in each "Lump Sum" Amendment, which shall be defined and delineated in advance, payment to the Engineer will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there is a Change in Scope (as defined below). In that event, the lump sum would be subject to re-negotiation, and Engineer will prepare and submit a supplemental Amendment for Sponsor's approval.

3.1.2 For performance of Services described in each "Cost-Plus-a-Fixed-Fee" Amendment, the Sponsor shall reimburse the Engineer for allowable costs such as salary, overhead, and direct non-salary expenses, plus a fixed fee.

(A) The rates are identified on Exhibit B, Established Hourly Rate Schedule, and hereby incorporated. The rates set forth in Exhibit B are subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

(B) The overhead rate is 199.73%, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

(C) The fixed fee is 20% of labor costs, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

Amendments with a cost-plus-a-fixed-fee payment may be renegotiated for both the contract upper limit, defined as the not-to-exceed contract value, and the fixed fee. In order for renegotiation to occur, the following must take place:

1) The Engineer must alert the Sponsor when the Engineer's cumulative costs approach the upper limit.

2) The Sponsor and Engineer should assess whether the remaining work effort can be completed within the remaining contract limits.

3) The Engineer must obtain Sponsor approval before exceeding the upper limit.

An increase in costs over the original contract value can occur for several reasons including, but not limited to, poor performance of construction contractor that results in additional inspection

and oversight efforts; increase in construction contract time due to weather events that exceed the norm for the location; and added scope of work or services.

On occasion, the Engineer is called upon to continue technical inspection services on construction contracts overrunning the program schedule contemplated at the time of negotiation. In most instances, the time element is beyond the control of the Engineer. In this instance the Engineer must be reimbursed for services in excess of the specified period of time agreed upon in each Amendment at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known. The cost of additional Engineer technical inspection services that result from contractor caused construction delays will be included in the liquidated damages established for construction contracts.

3.2 Expenses. Sponsor shall pay all publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items; shall pay for all permits and licenses that may be required by local, state, or federal authorities; and shall secure the necessary land, easements, and rights-of-way required for the Project.

3.3 Payment Schedule.

3.3.1 For performance of the Services described in each Amendment, Sponsor shall pay the compensation set forth in such Amendment in monthly increments over the period of performance of the Services, based on percentage completed unless other specific payment schedules are mutually agreed to and set forth in the Amendment.

3.3.2 Payments for all Services performed pursuant to executed Amendments shall be due within thirty (30) days after the receipt of invoices. If the Sponsor disputes any portion of an invoice, it shall not be relieved of the responsibility of paying the undisputed portion thereof.

3.4 Changes in Scope.

3.4.1 It is mutually understood and agreed that the Sponsor will compensate Engineer for Services resulting from significant changes in general scope of the Project or its design, including changes in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents for contract documents and for preparation of documents for separate bids (collectively, "Changes in Scope"), only when:

(A) Such revisions are due to causes beyond the Engineer's control,

(B) The Sponsor has authorized the additional work in an executed Amendment.

3.4.2 Compensation for such extra work when authorized by the Sponsor shall be established in each Amendment.

SECTION 4. CONTRACT DOCUMENTS

4.1 For purposes of this Agreement, the "Plans and Specifications" means all engineering designs, plans, drawings, specifications, and other reports that the Engineer delivers to the Sponsor in connection with the Project.

4.2 Technical Information. The Sponsor shall make available to the Engineer all technical data that is in the Sponsor's possession including maps, surveys, property descriptions, borings, and other information required by the Engineer and relating to the Site, the Project, and the Services.

4.3 Approval of Plans and Specifications. The Sponsor shall cooperate with the Engineer in the approval of the Plans and Specifications, or should any part of such Plans and Specifications be disapproved, shall make a timely decision in order that no undue expense will be caused the Engineer because of lack of decisions. If the Engineer is caused to incur other expenses such as extra drafting, due to changes ordered by the Sponsor after completion and approval of the plans and specifications, the Engineer shall be equitably paid for such extra expenses and services involved.

4.4 Construction Cost Opinion. Upon request by Sponsor, the Engineer shall prepare an opinion of probable construction costs, representing Engineer's reasonable judgment as a design professional (a "Cost Report"). Such Cost Report shall be provided for Sponsor's internal use and guidance only, and under no circumstances does Engineer guarantee the accuracy of the Cost Report as compared to contractor bids or actual cost to the Sponsor. Sponsor acknowledges that Engineer has no control over the actual costs of labor or materials, or over competitive bidding or market conditions.

4.5 Ownership of Plans. The original Plans and Specifications shall remain the property of the Engineer. However, reproducible copies of drawings and copies of other pertinent data will be made available to the Sponsor upon request. The Sponsor may not reuse the Plans and Specifications for any purpose other than the Project except upon (A) prior written consent of Engineer, and (B) Sponsor's agreement to indemnify, defend and hold Engineer harmless for any liability resulting from such reuse.

4.6 Delivery of Plan. The Engineer shall deliver to the Sponsor: (A) one (1) hard-copy of the final Plans and Specifications, and (B) the final Plans and Specifications in electronic form, in a reproducible and modifiable format as reasonably requested by the Sponsor (such as, for example, AutoCAD, MicroStation or other computer aided design files).

SECTION 5. FEDERAL COMPLIANCE

Engineer represents and covenants to Sponsor as follows:

5.1 The Sponsor, the FAA, and the Comptroller General of the United States or any of their designated representatives shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the grant program for the purpose of audit examination, excerpts, and transcriptions.

5.2 The Engineer has formulated, adopted, and actively maintains an affirmative action plan in compliance with Executive Order No. 11246 entitled, "Equal Employment Opportunity." The Engineer does not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Goals and targets are specified in the affirmative action plan to assure its implementation.

5.3 All services performed shall be in conformance with any and all applicable rules and regulations of the FAA.

5.4 It is the policy of the DOT that "Disadvantaged Business Enterprises" (as defined in 49 CFR Part 26) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds, and the requirements of 49 CFR Part 6 shall apply to this Agreement.

5.5 The Engineer shall ensure that Disadvantaged Business Enterprises have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, all Contractors shall take all necessary and reasonable

steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform in the award and performance of DOT assisted contracts.

SECTION 6. INSURANCE

6.1 The Engineer shall procure and maintain at its expense during the term of this Agreement the following insurance from insurance companies authorized to do business in the State in which the Site is located, covering all operations and services under this Agreement performed by Engineer.

6.1.1 Worker's compensation and Employer's Liability insurance in accordance with the provisions of applicable law.

6.1.2 Commercial general liability in amounts not less than $1 million combined single limit per occurrence and $2 million aggregate for bodily injury, personal injury, and property damage with endorsements to include contractual liability. Engineer shall name Sponsor as Additional Insured for ongoing operations, to the extent permitted by law. Coverage shall be primary.

6.1.3 Automobile liability, bodily injury and property damage with a limit of $1 million for occurrence, combined single limit including owned, hired and non-owned autos.

6.1.4 Professional liability insurance in amounts not less than $1 million per claim and annual aggregate.

6.2 The Engineer shall furnish to the Sponsor a certificate or certificates of insurance showing compliance with this Section 6.

6.2.1 To the extent commercially available to Engineer from its current insurance company, insurance policies required under subsection shall contain a provision that the insurance company or its designee must give the Sponsor written notice transmitted in paper or electronic format: (a) 30 Days before coverage is non-renewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company.

SECTION 7. STANDARD OF CARE

7.1 The Services shall be performed in accordance with that degree of care and skill ordinarily exercised by members of the engineering profession, performing similar services in the same locality, and under the same or similar circumstances and conditions as of the date that such Services are performed. Engineer's sole liability to Sponsor for any non-conforming Services or work shall be to correct the defective item.

7.2 The remedies provided above are the Sponsor's sole remedies for any failure of Engineer to comply with its obligations. Correction of any nonconformity or reimbursement to Sponsor in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of the Engineer for defective or nonconforming Services, whether the claims of the Sponsor are based in contract, in tort (including negligence and strict liability), or otherwise with respect to or arising out of work performed hereunder.

SECTION 8. FORCE MAJEURE

Any delay or failure of engineer in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm,

discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of the Engineer, provided that prompt written notice of such delay or suspension given by the Engineer to the Sponsor. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Engineer shall be reimbursed for the cost of such delays.

SECTION 9. TERMINATION

9.1 Termination by Sponsor. Upon five (5) business days written notice to Engineer, Sponsor may terminate the Engineer's right to proceed further with the Project and Services under this Agreement or any Amendment. In the event of such termination, Sponsor may take possession of the Project in such manner as Sponsor may deem expedient, but Engineer shall not be liable to the Sponsor for any excess cost of completion of any Services, Sponsor shall reimburse the Engineer for all costs associated with the cessation of Services, plus that portion of the Services performed prior to the date of such termination, and Sponsor shall thereafter assume all obligations, commitments, or other liabilities that the Engineer shall have theretofore incurred or made in connection with its performance of the Services and for which Engineer has not been paid and released.

9.2 Termination by Engineer. If work on the Project shall be delayed for more than 30 calendar days of account of one or more of the occurrences set forth in Section 8, or if Sponsor shall fail to pay the Engineer in accordance with the terms of Section 3, the Engineer may, at its option, upon five (5) business days written notice to Sponsor, terminate this Agreement. In the event of any such termination, Sponsor shall reimburse the Engineer for all costs of performance of the Services as the Engineer may have incurred on account of such delays. Sponsor shall thereafter assume all obligations, commitments, or other liabilities that Engineer shall have previously incurred or made in connection with its performance of the Services and for which the Engineer has not been paid and released.

9.3 Termination Without Cause. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. In the case of such termination, Engineer shall be paid for all Services performed prior to the termination date.

SECTION 10. INDEMNIFICATION

10.1 General Liability Indemnification. Each party (the "Indemnifying Party") to the fullest extent permitted by law, shall indemnify, defend, and hold harmless the other party (the "Indemnified Party") their consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Indemnifying Party, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

10.2 Professional Liability Indemnification. To the fullest extent permitted by applicable law, the Engineer agrees to indemnify and hold the Sponsor harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Engineer in performance of professional services under this Agreement. In no event shall the

indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations

10.3 Damages Waiver. Neither party to this Agreement shall be liable to the other for any indirect, incidental, consequential, exemplary, punitive or special damages or loss of income, profit or savings of any party, including third parties, arising directly or indirectly from the parties' relationship under this Agreement or applicable law, including claims based on contract, equity, negligence, intended conduct, tort, or otherwise (including breach of warranty, negligence, and strict liability in tort).

SECTION 11. MISCELLANEOUS

11.1 Interpretation. In this Agreement, unless a clear contrary intention appears, (a) words used with initial-capitalized letters shall have the definitions set forth herein, (b) the term "or" shall not be used in an exclusive manner, (c) reference to any gender includes each other gender; (d) reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (e) "including" (with any correlative meaning "include") means including without limitation the generality of any description preceding such term; and (f) the headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

11.2 Notices. All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by facsimile, by electronic mail (return receipt requested), overnight courier, or by certified mail, to the receiving party at the following address:

If to Sponsor:
Gunnison County
200 East Virginia
Gunnison, CO 81230
Attention: Matthew Birnie
Telephone: 970-641-7602
Email: mbirnie@gunnisoncounty.org

If to Engineer:
Jviation, A Woolpert Company
720 S. Colorado Blvd, Ste. 1200-S
Glendale, CO 80246
Attention: Jesse Erickson
Telephone: 720-544-6516
Email: jesse.erickson@woolpert.com

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery.

11.3 Disputes. This Agreement is made under and shall be governed by and construed in accordance with the internal laws of the State of Colorado. Any controversy or claim arising out of or related to this Agreement shall be resolved by binding arbitration in accordance with the then-effective rules of the American Arbitration Association ("AAA") and limited discovery shall be permitted. Upon notification by a party of such party's intention to arbitrate a dispute (the "Notice Date"), each party shall select one arbitrator, and the two arbitrators so chosen shall select one arbitrator. Each of the arbitrators chosen shall be impartial and independent of the parties. If a party fails to select an arbitrator within twenty days after delivery of the Notice Date, or if the arbitrators chosen fail to select a third arbitrator within twenty days after being chosen, then any

party may in writing request the judge of the United States District Court closest to Denver, Colorado senior in term of service to appoint the arbitrator or arbitrators. Each arbitration hearing shall be held at a place in Denver, Colorado acceptable to a majority of the arbitrators. The decision of a majority of the arbitrators shall be reduced to writing and shall be binding on the parties. Judgment upon the award rendered by a majority of the arbitrators may be entered and execution had in any court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement. The charges and expenses of the arbitrators shall be allocated as determined by the arbitrators.

11.4 Severability. The provisions of the Agreement are severable, and, if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision hereof, and the remainder of this Agreement shall remain in full force and effect, provided however, that the intention and essence of this contract may still be accomplished and satisfied. In the event that any provision of the Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, Engineer and Sponsor shall negotiate an equitable adjustment in the provisions of this Agreement to preserve the purpose of this contract and maintain the allocation or risk, liabilities and obligations originally agreed upon.

11.5 Governing Law. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Colorado.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and the terms and conditions hereof were negotiated between the parties on an arms-length basis and no obligation or covenant of good faith or fair dealing shall be implied or interpreted as conferring upon either party any right, duty, obligation or benefit other than expressly set forth herein. No modifications or amendments to this Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

11.7 Warranties – Exclusion or Limitation. Except as specifically provided in this Agreement, Engineer does not make, give or extend, and the Sponsor waives, any warranties, representations or guarantees of any kind or nature, express or implied, arising by law, statute, in contract, civil liability or tort, or otherwise, concerning the transaction which is the subject of the Plans and Specifications or the Services, including any performance guaranty and any implied warranty as to merchantability or fitness for a particular purpose or arising from a course of dealing or usage of trade as to any equipment, materials, or work furnished under this Agreement.

11.8 Successors; Assignment. This Agreement shall be binding upon each party and its successors and assigns. Neither the Sponsor nor the Engineer shall assign, sublet, or transfer its interest in this contract without the written consent of the other.

11.9 Counterparts and Facsimile or Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile or other electronically delivered signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

11.10 Section 163. The FAA's federal action is limited to airport layout plan (ALP) approval of only those portions of projects that meet the criteria established in 49 U.S.C. §47107(a)(16)(B), commonly referred to as Section 163(d) of the FAA Reauthorization Act of 2018. If it is determined that the FAA does not have authority over a portion of the project and associated work completed ahead of the determination is no longer FAA eligible, the Sponsor will remain responsible for this portion of the work.

11.11 TABOR. This Agreement is subject to Sponsor making an annual budget appropriation in an amount sufficient to fund this Agreement. If Sponsor fails or refuses to make such an appropriation, Sponsor reserves the right to terminate this Agreement pursuant to Section 9 of this Agreement.

11.12 Immigration Compliance Certification.

11.12.1 Jviation certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

11.12.2 Jviation certifies that it has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

11.12.3 Jviation 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.

11.12.4 Jviation 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.

11.12.5 Jviation agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

SECTION 12. FAA PROVISIONS

The parties recognize that these Federal Provisions may be revised from time to time by the Federal Government.

I. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS (*Reference: 49 CFR Part 21*)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- **Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- **Nondiscrimination.** The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations

under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- **Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- **Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

  a) Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
  b) Cancellation, termination, or suspension of the contract, in whole or in part.

- **Incorporation of Provisions.** The Engineer shall include the provisions of paragraphs one through five (*Compliance with Regulations*, *Nondiscrimination*, *Solicitations for Subcontracts*, *Information and Reports*, and *Sanctions for Noncompliance*) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

III. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS (*Reference: Airport and Airway Improvement Act of 1982, Section 520; Title 49 47123;AC 150/5100-15, Para. 10.c.*)

The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineer and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

IV. DISADVANTAGED BUSINESS ENTERPRISES (*Reference: 49 CFR Part 26*)

- **Contract Assurance (§26.13)** - The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

    1) Withholding monthly progress payments;
    2) Assessing sanctions;
    3) Liquidated damages; and/or
    4) Disqualifying the Contractor from future bidding as non-responsible.

- **Prompt Payment (§26.29)** - The prime Engineer agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than Fifteen (15) days from the receipt of each payment the prime Engineer receives from Sponsor. The prime Engineer agrees further to return retainage payments to each subcontractor within Fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Board. This clause applies to both DBE and non-DBE subcontractors.

V. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (*Reference: 49 CFR Part 20, Appendix A*)

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the 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-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

VI. ACCESS TO RECORDS AND REPORTS (*Reference: 49 CFR Part 18.36(i); FAA Order 5100.38*)

The Engineer shall maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

VII. BREACH OF CONTRACT TERMS (*Reference: 49 CFR Part 18.36*)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the Engineer must correct the breach. Sponsor may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Sponsor's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

VIII. RIGHTS TO INVENTIONS (*Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38*)

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Sponsor in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

IX. TRADE RESTRICTION CLAUSE (*Reference: 49 CFR Part 30.13; FAA Order 5100.38*)

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

- is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

- has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

- has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Engineer must provide immediate written notice to the Sponsor if the Engineer learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subcontractors provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subcontractor: Required Contact Provisions Issued on January 29, 2016 Page 64 AIP Grants and Obligated Sponsors Airports (ARP)

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Sponsor or the FAA.

X. TERMINATION OF CONTRACT (*Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38*)

The Sponsor may, by written notice to the Engineer, terminate this Agreement for its convenience and without cause or default on the part of the Engineer. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Engineer must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

Termination by Sponsor: The Sponsor may terminate this Agreement in whole or in part, for the failure of the Engineer to:

1) Perform the services within the time specified in this contract or by the Sponsor approved extension;
2) Make adequate progress so as to endanger satisfactory performance of the Project;
3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Engineer must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Engineer must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor determines the Engineer was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

Termination by Engineer: The Engineer may terminate this Agreement in whole or in part, if the Sponsor:

1) Defaults on its obligations under this Agreement;
2) Fails to make payment to the Engineer in accordance with the terms of this Agreement;
3) Suspends the Project for more than [180] days due to reasons beyond the control of the Engineer.

Upon receipt of a notice of termination from the Engineer, Sponsor agrees to cooperate with Engineer for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Engineer cannot reach mutual agreement on the termination settlement, the Engineer may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Engineer through the effective date of termination action. Sponsor agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (*Reference: 49 CFR Part 29; FAA Order 5100.38*)

The Engineer certifies, by submission of this proposal or acceptance of this contract, 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. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

XII. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (*Reference: 20 CFR part 1910*)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

XIII. CLEAN AIR AND WATER POLLUTION CONTROL *(Reference: 2 CFR § 200 Appendix II(G))*

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Engineer must include this requirement in all subcontracts that exceeds $150,000.

XIV. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS *(Reference: 2 CFR § 200 Appendix II (E))*

1. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. **Subcontractors.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any

lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

XV. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) *(Reference: 29 USC § 201, et seq.)*

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

XVI. TEXTING WHEN DRIVING *(Reference: Executive Order 13513, DOT Order 3902.10)*

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Sponsor encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

XVII. ENERGY CONSERVATION REQUIREMENTS *(Reference: 2 CFR § 200 Appendix II(H))*

Engineer and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

XVIII. VETERAN'S PREFERENCE *(Reference: 49 USC § 47112(c))*

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

XIX. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS *(Reference: Section 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 and DOT Order 4200.6)*

By signing this Agreement, the Consultant agrees:

1. It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid

in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

[Signature Page Follows]

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By: _____
Jonathan Houck, Chairperson

_____
Roland Mason, Commissioner

_____
Elizabeth Smith, Commissioner

Attest:

GUNNISON COUNTY SEAL COLORADO

_____
Katherine Haase, Deputy Clerk

ENGINEER:
Jviation, A Woolpert Company

By: _____

Name: Jason Virzi, PE

Title: Vice President

Attest:

_____

Exhibit A
to
Base Agreement

Form of Amendment

See attached.

Jviation PROJECT NO.
AIP PROJECT NO.

AMENDMENT NO. ONE (1) TO CONTRACT
DATED _____
BETWEEN
JVIATION, A WOOLPERT COMPANY
AND
SPONSOR
CITY, STATE

The Sponsor and the Engineer agree to amend their contract for improvements to the _____, _____ (city), _____ (state) to include fees for engineering services. The improvement Item No. is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

Item No.

- or other work as identified.

The Sponsor agrees to pay the Engineer for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the AIP development schedule.

PART A - BASIC SERVICES

DESIGN

Preliminary Design ..... Lump sum of $0.00
Design ..... Lump sum of $0.00

BIDDING

Bidding ..... Lump sum of $0.00

REIMBURSABLE COSTS (typically remove this section and roll fees into specific elements)

Reimbursable Costs During Design ..... Lump sum of $0.00

TOTAL BASIC SERVICES ..... Lump sum of $0.00

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

GEOTECHNICAL INVESTIGATIONS (FOR DESIGN)

Geotechnical Investigations ..... Lump sum of $0.00

TOPOGRAPHIC SURVEYS (FOR DESIGN)

Topographic Surveys ..... Time and Materials of $0.00

ACCEPTANCE TESTING (FOR CONSTRUCTION)

Acceptance Testing ..... Lump Sum of $0.00

TOTAL SUBCONSULTANT SERVICES ..... Lump sum of $0.00

CONSTRUCTION ADMINISTRATION

Construction Administration ..... Lump Sum of $0.00
Pre-Construction Coordination ..... Lump Sum of $0.00
Post Construction ..... Lump Sum of $0.00

TOTAL CONSTRUCTION ADMINISTRATION ..... Lump sum of $0.00

CONSTRUCTION COORDINATION AND FIXED FEE

Construction Coordination ..... Cost Plus of $0.00
Fixed Fee for Construction Coordination ..... Lump Sum of $0.00

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination ..... Actuals Not to Exceed of $0.00

TOTAL CONSTRUCTION COORDINATION AND FIXED FEE $0.00

TOTAL SPECIAL SERVICES $0.00

TOTAL $0.00

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 202__.

SPONSOR:
[NAME]

ATTEST:

By: _____

_____

Name: Insert Before Printing

Title: Insert Before Printing

ENGINEER:
Jviation, A Woolpert Company

By: _____

Name: Insert Before Printing

Title: Insert Before Printing

Exhibit B
to
Base Agreement

Rates

See attached.

Jviation, A Woolpert Company
Billing Rate Schedule for 2022

Principal	$295.00
Senior Consultant III	$285.00
Senior Consultant II	$275.00
Senior Consultant I	$265.00
Senior Project Manager	$290.00
Engineer Program Director I	$290.00
Project Manager IV	$255.00
Project Manager III	$230.00
Project Manager II	$210.00
Project Manager I	$180.00
Engineer Phase Manager IV	$210.00
Engineer Phase Manager I	$155.00
Quality Control Manager	$255.00
Electrical Phase Manager IV	$260.00
Associate Electrical Engineer I	$140.00
Engineer III	$175.00
Associate Engineer II	$155.00
Associate Engineer I	$130.00
Architect II	$190.00
Architectural Designer II	$170.00
Architectural Designer I	$130.00
Planning Manager	$290.00
Planner Program Director I	$290.00
Planner IV	$260.00
Planner Phase Manager IV	$210.00
Planner III	$180.00
Associate Planner I	$155.00
Designer II	$170.00
Construction Manager IV	$220.00
Construction Manager III	$195.00
Construction Manager II	$170.00
Construction Manager I	$140.00
CADD Tech III	$140.00
CADD Tech II	$120.00
CADD Tech I	$105.00
Graphic Artist I	$105.00
Proposal Coordinator I	$120.00
Technical Writer I	$120.00
Project Coordinator II	$135.00
Project Coordinator I	$115.00
Ops Manager III	$280.00
Ops Manager II	$210.00
Billing Analyst Team Lead II	$140.00
Support III	$120.00
Support II	$105.00
Support I	$95.00
Intern	$66.00

Woolpert Survey
Rate Schedule for 2022

Survey Manager	$235.00
Survey Phase Manager	$135.00
Survey Party Chief	$120.00
Land Surveyor (PLS)	$175.00
GIS Technician III	$135.00
GIS Technician II	$105.00
UAS Pilot	$105.00

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AMENDMENT NO. ONE (1) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
JVIATION, A WOOLPERT COMPANY
AND
GUNNISON COUNTY
GUNNISON, COLORADO

The Sponsor and Jviation agree to amend their contract for improvements to the Gunnison Crested Butte Regional Airport, Gunnison, Colorado to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- Rehabilitate General Aviation Apron

The Sponsor agrees to pay Jviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the development schedule.

PART A - BASIC SERVICES

DESIGN

Preliminary Design	Lump sum of $76,840.00
Design	Lump sum of $322,770.00
TOTAL BASIC SERVICES	Lump sum of $399,610.00

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

Geotechnical Investigations	Lump sum of $54,000.00
Cultural Resource Survey	Lump sum of $3,000.00
TOTAL SUBCONSULTANT SERVICES	Lump sum of $57,000.00

DESIGN SURVEY

Design Survey	Lump sum of $23,050.50
TOTAL CONSTRUCTION ADMINISTRATION	Lump sum of $23,050.50
TOTAL SPECIAL SERVICES	$80,050.50
TOTAL	$479,660.50

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Method of payment shall be as follows:

For the purposes of estimating the amount of expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 20th day of December 2022.

SPONSOR:
Gunnison County

By: _____

Name: Jonathan Houck

Title: Chair, Board of County Commissioners

ATTEST:

_____

GUNNISON COUNTY SEAL COLORADO

JVIATION, A WOOLPERT COMPANY:

By: DocuSigned by: Jason Virzi 88C08044F188454

Name: Jason Virzi, PE

Title: Vice President

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SCOPE OF WORK
FOR
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado
CDAG Project No. 23-GUC-01
General Aviation Ramp Rehabilitation
with Apron Expansion Preliminary Planning

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated November 2, 2022 between Gunnison County and Jviation, a Woolpert Company for providing professional services. For the remainder of this scope the Gunnison-Crested Butte Regional Airport is indicated as "Sponsor" and Jviation, a Woolpert Company is indicated as "Engineer." The estimated construction costs for the apron rehabilitation is $9,600,000 and the budget for this phase of the project is approximately $4,500,000. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer's Design Report, along with Design Survey and Geotechnical Investigation for the General Aviation Ramp Rehabilitation with General Aviation Ramp Expansion Preliminary Planning Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

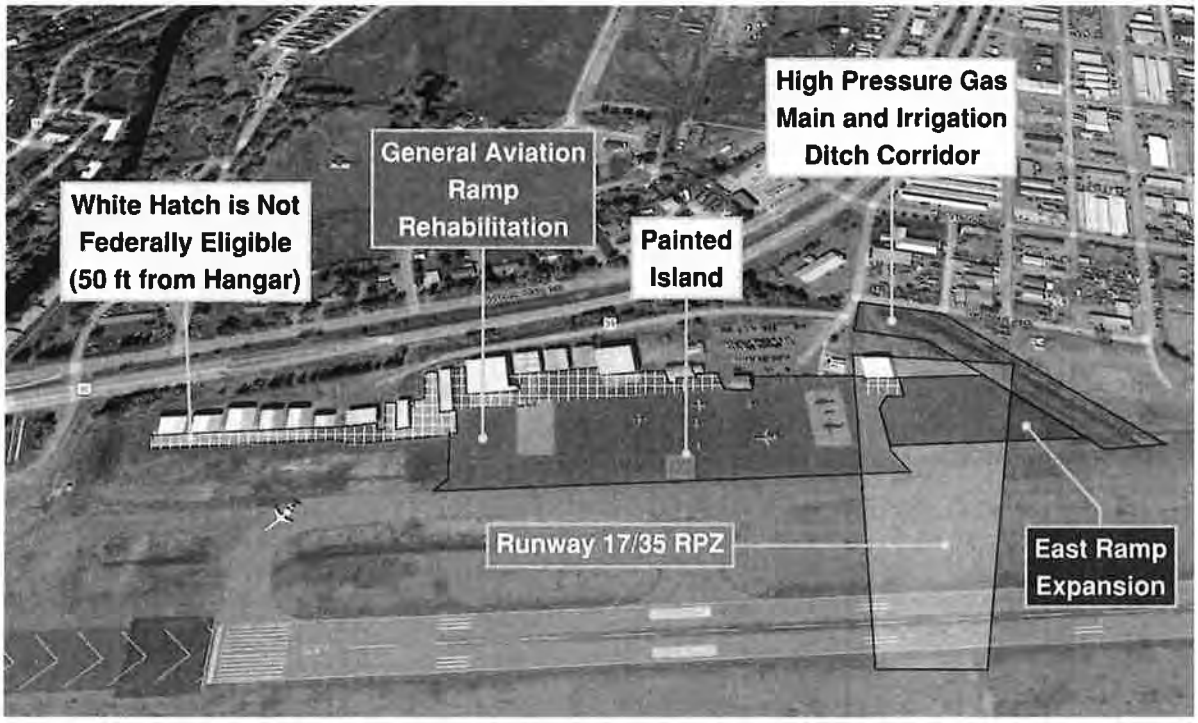

EXHIBIT NO. 1 – General Aviation Ramp Improvements

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DESCRIPTION

The project scope of work will include two main components: rehabilitate the General Aviation Ramp pavement and preliminary planning for the expansion of the General Aviation Ramp to the east. All work elements will include a field investigation and design analysis. The project will be phased to minimize impacts to existing operations and to accommodate the anticipated funding schedule.

The existing General Aviation (GA) Ramp is comprised of approximately 500,000 square feet of asphalt and numerous, small concrete pads. Based on historical records the ramp has been built out in 6 major portions between 1948 and 1985. The pavement section includes 2" to 6" of asphalt over 10" of base material on native subgrade. The condition of the asphalt on the GA Ramp is poor and includes significant cracking. While a vast majority of the cracks are sealed, the number and size of the cracks indicates that the structure of the asphalt may need to be replaced. Based on CDOT Aeronautics Pavement Evaluation & Management Program, in 2022 the western ¾ of the asphalt ramp has a PCI value of 40. The eastern ¼ of the asphalt ramp has a PCI value of 31.

The rehabilitation methodology will be determined with the support of a pavement and soils evaluation by a Geotechnical Engineer. Pavement structure and subsurface soil parameters will be analyzed along with the GA Ramp's fleet mix to develop alternatives for rehabilitating the asphalt pavement. Alternatives include surface asphalt replacement (mill and fill), full depth asphalt replacement, full depth asphalt replacement and base reclamation (with FAA approval), or full depth pavement section replacement. Considering the deteriorated state of the existing asphalt pavement, it is unlikely that a surface asphalt replacement will be sufficient to rehabilitate the GA Ramp.

The concrete hard stands in the GA Ramp are in better shape. The Western concrete hard stand has a 2022 PCI value of 90. The Eastern concrete hard stand has a 2022 PCI value of 78. These can be repaired and have life remaining. Crack repair, joint sealing, and spall repair will be considered as rehabilitation methods.

The existing GA Ramp has one area that allows direct access from the ramp to the runway. This has been identified as requiring correction during the rehabilitation project. The current Airport Layout Plan (ALP) depicts a painted island to be located between the GA Ramp and Taxiway A2. Options for marking the area will be evaluated, considering visibility and snow removal operations.

There are portions of the GA Ramp that are not eligible for federal funding. These areas are identified in the AIP Handbook as being located within 50' of a private hangar. The program funding will identify the repairs required in these areas so that budget allowances can be set.

Depending on the rehabilitation method that is selected during the preliminary design phase, the impact to the existing GA Ramp area could be significant. In order to properly design the current rehabilitation construction, preliminary planning for future improvements will be considered. The GA Ramp Expansion is depicted to the east of the existing GA Ramp on the current ALP (approx. 100,000 square feet). The existing GA Ramp experiences high volumes of traffic, typically around the holidays. During these periods the capacity of the ramp is exceeded, requiring use of the Commercial Ramp and Taxiway A to park overflow aircraft. Expansion of the ramp will allow additional space for the overflow traffic. By providing preliminary layouts, pavement sections, and grading, the current design efforts can be developed in a way that compliments future design phases.

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The expansion to the east is limited by a high-pressure gas main and an irrigation ditch. The size and connections to the ramp and taxiway system will be determined during the General Aviation Ramp Expansion Preliminary Planning task. A full depth pavement section will be developed to FAA standards to accommodate the airfield's GA fleet mix. The expansion area is located under the RPZ for Runway 17/35. The evaluation of the expansion will include recommendations for shortening the dirt Runway 17/35 to remove the GA Ramp Expansion from the RPZ.

The design of the project will be funded by a grant from the CDOT Aeronautics Division. The scope of work will include preliminary and final design. The construction of the project will be funded by the AIP Program and may need to be divided into work schedules to meet available funds.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, and Reimbursable Costs During Design and **Part B-Special Services,** which includes; 4) Design Survey Phase, and Reimbursable Costs During Survey. Additional services that will be completed by subconsultants to the Engineer, including the proposed geotechnical investigation and cultural survey will also be included under **Part B-Special Services.** Parts A and B and the three phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, and Design Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying, pavement investigation and/or geotechnical testing. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project. It is anticipated that there will be up to five meetings with the Sponsor and/or the FAA throughout the course of the design.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Prepare Preliminary Cost Estimating. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.13.

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1.04 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.05 Review Existing Documents. The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the design and topographical survey for the project

1.06 Coordinate Topographical Surveys. This task includes preparing the requirements, establishing the limits of the survey area and scheduling time for the survey to be completed. Survey will be performed in-house under Task 4.1. The Project Manager is expected to visit the project site to coordinate the survey activities with the Sponsor and the survey team.

1.07 Coordinate Geotechnical Investigation. This task includes preparing the requirements for soils testing, establishing the limits of work, and scheduling a time for testing to be completed. The requirements of the geotechnical investigation shall be established in accordance with FAA AC 150/5320-6 (current edition), *Airport Pavement Design and Evaluation.* Negotiating with the geotechnical engineering firm for a cost to perform the work and providing an on-site representative of the Engineer during the geotechnical investigation is also included in this task.

1.08 Coordinate with Local Utility Companies. This task includes meeting and coordinating with local utility agencies who are anticipated to be affected by the project. The Engineer will furnish plans to the agencies at the 60% and 100% review stages of the design, or as requested, to enable the agencies to coordinate efforts for the installation or relocation of any utilities, as necessary.

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1.09 Prepare State Grant Application. This task consists of preparing the state grant application for the design effort. Preparation of the application includes the following:

- Prepare state grant application on the CDOT Aeronautics website.
- Prepare Project Financial Information.
- Prepare Project Sketch (11" x 17").

The completed grant application will be saved on the CDOT Aeronautics website for the Sponsor to review. Once the Sponsor approves the grant application, the Sponsor will submit the grant application on the CDOT Aeronautics website.

1.10 Prepare Environmental Documentation. The FAA has determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. The Engineer shall complete a documented CATEX following current FAA guidance and address potential environmental effects resulting from the proposed project. An overall environmental exhibit will be created as part of this scope of work, approved by the FAA, and referenced throughout the project.

1.11 Prepare Disadvantaged Business Enterprise (DBE) Program and Goal. The Sponsor has an established Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The current DBE program has not been updated since 2019. In order to be in compliance with 49 CFR Part 26, the program will be amended. The Engineer shall assist the Sponsor with this task. The Engineer will research the current state highway certified DBE listings and local area contractors to determine the availability of potential DBE contractors. The Engineer will prepare preliminary construction cost estimates and establish potential DBE work tasks. The Engineer will finalize the DBE goal work sheets for the Sponsor for submittal to the FAA Civil Rights Office for approval. Preparation of the amended DBE program will include the following tasks:

- Prepare preliminary program with Sponsor specific information.
- Compile additional information from Sponsor to finalize program.
- Revise program after Sponsor review.
- Submit program to FAA/Civil Rights Office (CRO); revise per CRO review.
- Resubmit Program to CRO for final approval.
- Calculate base figure for DBE goal.
- Adjust base figure for DBE goal.
- Calculate Race Neutral and Race Conscious DBE goals.
- Consultation and Publication for DBE goals.
- Submit DBE goal to CRO.
- Revise DBE goals after Sponsor and FAA review.

TASK 1 DELIVERABLES	TO FAA/STATE	TO SPONSOR
1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.03 Preliminary Cost Estimate	✓	✓
1.04 Design Schedule, PSR, and Monthly Invoicing		✓
1.09 State Grant Application	✓	✓
1.10 Environmental Documentation	✓	✓
1.11 DBE Program/Goal	✓	✓

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TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design and FAA Coordination Meetings.	• Gunnison, CO One (1) Engineer and one (1) Project Manager Assume One (1) hour via teleconference (5 meetings)
1.06 Coordinate Topographical Surveys.	• Gunnison, CO One (1) Project Manager • Assume Twelve (12) hour trip to Gunnison
1.07 Coordinate Geotechnical Investigation.	• Gunnison, CO One (1) Engineer • Assume Five (5) days for a twelve (12) hour per day in Gunnison
1.08 Utility Coordination with Local Utility Companies	• Gunnison, CO One (1) Engineer and one (1) Project Manager Assume One (1) hour via teleconference (3 meetings)

2.0 Design Phase

2.01 Analyze Topographic Survey Data. This task includes analyzing the topographical surveying data and preparing the data for use with computer modeling. This will include the following tasks:

- ✈ Generate three-dimensional contour model from TIN - surface model.
- ✈ Prepare and process data for spot elevations, grading and/or paving cross sections.

2.02 Analyze Geotechnical Investigation Data. This task includes analyzing the geotechnical investigation. This will include the following tasks:

- ✈ Review Geotechnical Engineer recommendations.
- ✈ Determine appropriate data for the pavement design form(s).
- ✈ Provide recommendations for rehabilitation methodology.
- ✈ Input data for computer modeling with topographical survey data.
- ✈ Prepare soil information for incorporation on the construction plans.

2.03 Prepare Pavement Design. After receiving the geotechnical investigation data, the Engineer will analyze the data and prepare a proposed pavement section using current FAA design software (FAARFIELD). Different alternatives will be reviewed including a surface rehabilitation, a full depth pavement rehabilitation, or a full depth replacement. In addition to determining the proposed pavement section for the current and anticipated traffic, a pavement classification rating (PCR) analysis will be performed to determine the runway PCR classification based on the expected fleet mix. The Engineer will submit the FAARFIELD computer printouts with a narrative to the FAA. The following tasks will be completed:

- ✈ Determine appropriate data for pavement design.
- ✈ Input data for computer modeling with topographical survey data.
- ✈ Prepare an exhibit showing the existing pavement and base course thickness.
- ✈ Determine areas of existing pavement to be removed and replaced.
- ✈ Prepare pavement and soils information for incorporation on the construction drawings.
- ✈ Verify elevation of water table.
- ✈ Compile the current airport fleet mix.
- ✈ Input data into FAARFIELD.

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- Run pavement design scenarios.
- Analyze output from FAARFIELD.
- Select preferred pavement section.
- Compare pavement section to FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation.*
- Verify frost design method.
- Verify overexcavation requirements (if needed).
- Verify optimum moisture content for subgrade preparation.

2.04 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Certification Statement Regarding Undocumented Individuals, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction,* and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.05 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction.* A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 30% complete and at 95% complete for ADO review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination.

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2.06 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities and General Notes	1
Survey Control Plan	1
Geotechnical Investigation Plan	2
Safety Plan	1
Construction Layout Plan	1
Construction Phasing Plan	4
Environmental Requirements and Details	1
Demolition Plan	5
Geometric Layout Plan	5
Overall Grading and Drainage Plan	1
Grading and Drainage Plan	5
Typical Sections	5
Pavement Marking Plan	3
Pavement Marking Details	4
Drainage Plan and Profile	2
Drainage Details	2
Seeding and Erosion Control Plan	1
Seeding and Erosion Control Details	2
Electrical Demolition Plan	2
Electrical Layout Plan	2
Electrical Details	2
Total Sheet Count	**53**

2.07 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-100 Contractor Quality Control Program (CQCP)
- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)
- Item P-101 Preparation/Removal of Existing Pavements
- Item P-151 Clearing and Grubbing
- Item P-152 Excavation, Subgrade and Embankment
- Item P-154 Subbase Course
- Item P-207 In-Place Full Depth Reclamation (FDR) Recycled Asphalt Aggregate Base Course
- Item P-208 Aggregate Base Course
- Item P-209 Crushed Aggregate Base Course
- Item P-217 Aggregate-Turf Runway/Taxiway
- Item P-401 Asphalt Mix Pavement
- Item P-403 Plant Mix Asphalt Pavements (Colorado Modified)
- Item P-604 Compression Joint Seals for Concrete Pavements
- Item P-605 Joint Sealants for Pavements

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- Item P-610 Concrete for Miscellaneous Structures
- Item P-620 Runway and Taxiway Marking
- Item D-701 Pipe for Storm Drains and Culverts
- Item D-705 Pipe Underdrains for Airports
- Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes
- Item T-901 Seeding
- Item T-908 Mulching
- Item L-108 Underground Power Cable for Airports
- Item L-110 Airport Underground Electrical Duct Banks and Conduits
- Item L-115 Electrical Manholes and Junction Structures
- Item L-125 Installation of Airport Lighting Systems

Additional Non-FAA specifications will include, but are not limited to, the following items:

- Item P-159 Watering
- Item P-601 Crack Repair with Major Crack Repair
- Item P-640 Aircraft Tiedown Anchors
- Item D-710 Rock Riprap
- Item D-750 Trench Drains (Cast in Place)
- Item D-750 Trench Drains (Modular)

2.08 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, Liquidated Damages, Acceptance Testing, Grade Control and Surface Tolerance, Construction Management Plan, and Instruction Manuals.

2.09 Prepare Drainage Analysis and Storm Drainage Design. This task includes verifying the existing storm drainage and/or subsurface drainage systems. Surface drainage will be evaluated and designed to ensure accordance with standard engineering practices, local requirements and FAA AC 150/5320-5 (Current Edition), *Airport Drainage Design.*

2.10 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, demolition activities, air quality, grading, hauling, batch plants, construction dewatering, permanent dewatering, and stormwater management construction plans and associated permits (SWMP). When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

2.11 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460 on the Sponsor's behalf. The anticipated use of equipment during construction requires an FAA Form 7460 to be sent to the FAA a minimum of 45 days prior to the start of construction for approval. The Engineer will prepare exhibits to illustrate the project limits and temporary construction equipment height.

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2.12 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.13 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.14 Prepare Engineer's Design Report and Modification of Standards. This task includes preparation of the Engineer's Design Report in accordance with current FAA Northwest Mountain Region Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, pavement life cycle cost analysis, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. Modifications of the FAA standards, as necessary, for the project will be prepared for preliminary review. The approved Modifications of Standards (MOS) will be included in the Engineer's Design Report and submitted on the MOS website (See Task 2.15 below) to the FAA and Sponsor. The Engineer's Design Report will also contain any alternative design concepts that were investigated and evaluated.

2.15 Prepare and Submit Modification of Standards on MOS Website. This task includes Modifications of Standards (MOS) website access coordination with the Sponsor and FAA. Modifications of the FAA standards, as necessary, for the project must be compiled and submitted to the MOS website for approval. Revisions will be completed as needed.

2.16 Review Plans at 30%, 60%, and 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.17 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report will be made accordingly.

In addition to the 30%, 60%, and 90% reviews, the Engineer's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEX boundary.

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2.18 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer's Design Report. A final set of Construction Plans (11" x 17"), Specifications, Contract Documents, and the Engineer's Design Report will be prepared and submitted to the Sponsor, CDOT Aeronautics, and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

2.19 Prepare Airfield Signing and Marking Plan. This task includes providing or updating the overall airfield signing and marking plan.

2.20 Prepare Requests for Reimbursement. This task includes preparing the a form for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation for reimbursement. It is estimated there will be three RFRs for expenses incurred during the design and bidding phase of this project.

TASK 2 DELIVERABLES	TO FAA/STATE	TO SPONSOR
2.03 Proposed Pavement Design	✓	✓
2.04 Preliminary Contract Documents for Sponsor's Review	✓	✓
2.05 CSPP at 30% and 95% Complete	✓	✓
2.11 FAA Form 7460	✓	✓
2.16 30%, 60%, and 90 % Construction Plans, Specifications, Contract Documents, and Engineer's Design Report	✓	✓
2.18 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report	✓	✓
2.19 Airfield Signing and Marking Plan	✓	✓
2.20 Requests for Reimbursement	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.16 Plan Review at 30% Complete. Plan Review at 60% Complete. Plan Review at 90% Complete.	• Gunnison, CO One (1) Engineer and one (1) Project Manager Assume Two (2) hours via teleconference (3 meetings)

EX Reimbursable Costs During Design and Bidding. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

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PART B - SPECIAL SERVICES consists of the Design Survey Phase (invoiced on a lump sum basis). Also included are direct subcontract costs for the proposed geotechnical investigation and cultural resource survey.

3.0 Design Survey Phase

3.01 Perform Topographical Survey. This task includes providing design survey services within the topographic survey limits shown in Exhibit No. 1 to support the design team for this project. Work items associated with this task include the following:

- Topographical survey of approximately 15 acres.
- It is assumed that the Primary Airport Control Station (PACS) and Secondary Airport Control Stations (SACS) located on the airport are in good condition and can be verified; however, if it is found that the PACS and SACS are compromised, establishment of temporary airport control must be completed and tied to the national spatial reference system via static GPS observations. Following airport control verification/establishment, temporary project control, based upon the airport control PACS and SACS or temporary airport control, will be placed near the project area at intervals not to exceed 500 feet to control the project.
- One permanent benchmark shall be placed for each four acres and description and elevation to the nearest 0.01 foot. A minimum of three (3) benchmarks shall be established for the project, regardless of size.
- Ground topography of non-pavement areas will be surveyed at 50-foot stations with associated cross sections having no greater than 25-foot spacing and will include additional shots as necessary to accurately depict breaklines. These ground topography areas will be surveyed with vertical accuracies not to exceed +/- 0.10 feet.
- Hard surface pavements for the runway and connector taxiways will be surveyed at 25-foot stations as well as all vertical and horizontal points of tangent/curve with associated cross sections having no greater than 25-foot spacing. All hard surface pavement will be surveyed with vertical accuracies not to exceed +/- 0.02 feet. Concrete joints will also be surveyed if applicable.
- Coordination with design staff to determine pavement tie-in locations. These locations will be surveyed with vertical accuracies of at least +/- 0.02 feet.
- Location of structures, paving, and above ground improvements including building footprint, finished floor elevations at the openings plus five feet interior of the opening and concrete aprons associated with door openings will be surveyed at intervals of no greater than 25 feet.
- Additional airfield elements that will be located and surveyed include aircraft tie-downs, guidance signs, airfield runway, taxiway, and/or apron lighting and paint markings, NAVAIDS within the project area (if any), fuel farm, fences, gates and other airport features within the project area.
- Coordinate location and field marking of all existing utilities in the project limits with one-call services, airport operations staff, and/or private utility locators as necessary. Review of existing as-built and other construction records as necessary. All utility locates will be surveyed as marked by utility locators in the field. Points of utilities to be surveyed include, but are not limited to, all paint marks, hydrants, valves, hand holes, manholes, inlets, cleanouts, culverts, pipes, pedestals, meters, transformers, utility poles and other reasonably visible existing utility infrastructure components.
- During design, there may be the need to verify existing survey information or extend the limits of the existing survey.
- Reduce all field notes and pictures into a topographic survey report to be used by the Engineer.

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- ✈ Create an AutoCAD drawing using the surveyed data that will include symbols, linework, breaklines, notes, details, and a surface model.

The Topographical Survey shall be completed by, or under the direct supervision of, a state-licensed Professional Land Surveyor.

TASK 3 DELIVERABLES	TO FAA/STATE	TO SPONSOR
3.01 Topographical Survey	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.01 Coordinate and Perform Topographical Survey	• Gunnison, CO One (1) Survey Manager Assume full day site visit (1 site visits) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for Project Manager for each site visit

EX Reimbursable Costs During Survey. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Section 3 Reimbursables are invoiced on a lump sum basis.

Special Considerations

The following special considerations are required for this project but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Geotechnical Investigation. Soil samples for analysis must be taken for both the project site and all potential on-site borrow sources. Investigation and testing will also be performed to facilitate the pavement design per FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*. As mentioned under the project description, the geotechnical investigation will be performed in two phases and will include the following:

- ✈ Perform a geologic reconnaissance of the project site
- ✈ Soil boring and laboratory testing at approximately 20 project locations and at five potential on-site borrow sources
- ✈ Installation of temporary piezometers at select boring locations
- ✈ Visual inspection and documentation of each soil boring
- ✈ Soil Classification/Atterberg Limits, Liquid Limit (LL), Plastic Limit (PL), Plasticity Index (PI)
- ✈ Hydrometer and Water-Soluble Sulfates/Corrosivity
- ✈ Moisture/Density Relations
- ✈ Swell/Consolidation Potential
- ✈ California Bearing Ratio
- ✈ Moisture content, density of undisturbed fine-grained samples

Environmental Survey and Reports. A Cultural Resource survey and analysis will be completed to identify existing resources and satisfy City, State and Federal regulations. Field visits may be performed under the direct supervision of the Engineer. Final reports will be completed for each resource to be assessed in the Environmental Documentation.

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Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. Reimbursable expenses are based on the following rates:

   - ✈ Per diem for lodging and meals & incidentals is based on the US General Services Administration's (GSA) current rates for the project location. Local taxes and fees have been calculated and included in addition to the GSA lodging rate.
   - ✈ Vehicle mileage reimbursement is based on the GSA Privately Owned Vehicle Mileage Reimbursement Rates, currently $0.585/mile.
   - ✈ Rental car/vehicle use rate of $85.00/day.

2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.

3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.

4. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.

5. The Engineer will provide additional base mapping of existing topography, planimetric features and underground utilities needed in the design phase of the project.

6. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

7. While the project has both eligible and ineligible work, this scope and fee assumes that the project will be designed as one bid package with separate federal and non-federal bid schedules. Splitting the project into two bid packages will result in additional costs.

8. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design,* and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports,* and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

9. The Engineer will utilize the following plan standards for the project:

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- ✈ Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
- ✈ Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
- ✈ Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
- ✈ All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
- ✈ Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans as the Engineer.
- ✈ The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.

10. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:

    - ✈ The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
    - ✈ The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
    - ✈ FAA General Provisions and required contract language will be used.

11. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

12. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- ✈ Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- ✈ Submittals or deliverables in addition to those listed herein.
- ✈ If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- ✈ Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- ✈ Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- ✈ Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

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AIRPORT: Gunnison-Crested Butte Regional Airport
CDAG PROJECT NUMBER: 23 GUC-01
PROJECT NAME: General Aviation Ramp Rehabilitation with Apron Expansion Preliminary Planning
DATE: November 18, 2022

JVIATION
A WOOLPERT COMPANY

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
1.0 Preliminary Design Phase (Lump Sum)					
Principal	8 hrs.	x	$ 295.00 /hr	= $	2,360.00
Quality Control Manager	10 hrs.	x	$ 255.00 /hr	= $	2,550.00
Senior Consultant III	8 hrs.	x	$ 285.00 /hr	= $	2,280.00
Project Manager III	166 hrs.	x	$ 200.00 /hr	= $	33,130.00
Construction Manager IV	hrs.	x	$ 220.00 /hr	= $	-
Engineer Phase Manager IV	8 hrs.	x	$ 215.00 /hr	= $	1,680.00
Electrical Phase Manager IV	4 hrs.	x	$ 260.00 /hr	= $	1,040.00
Engineer I	96 hrs.	x	$ 140.00 /hr	= $	13,440.00
CADD Tech III	12 hrs.	x	$ 140.00 /hr	= $	1,680.00
Project Coordinator II	72 hrs.	x	$ 135.00 /hr	= $	9,720.00
Support III	24 hrs.	x	$ 105.00 /hr	= $	2,520.00
Planner III	20 hrs.	x	$ 180.00 /hr	= $	3,600.00
SUBTOTAL	406 hrs.		SUBTOTAL	$	74,350.00
Reimbursables					
Auto Rental	6 Day	x	$ 85.00 /Day=	$	510.00
Mileage	1000 Mi	x	$ 0.585 /Mi=	$	585.00
Lodging + Tax & Fees	5 Day	x	$ 205.00 /Day=	$	1,025.00
Per Diem	5 Day	x	$ 74.00 /Day=	$	370.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=	$	-
			SUBTOTAL	$	2,490.00
	PHASE SUBTOTAL			$	76,840.00

LABOR HOUR BREAKDOWN

	TASK	LABOR CATEGORY												
		Principal	Quality Control Manager	Senior Consultant III	Project Manager III	Construction Manager IV	Engineer Phase Manager IV	Electrical Phase Manager IV	Engineer I	CADD Tech III	Project Coordinator II	Support III	Planner III	Phase Item Costs
1.0	**Preliminary Design Phase (Lump Sum)**													
1.01	Coordinate and Attend Meetings with the Sponsor and FAA	2	8	8	16				8					$ 8,838.00
1.02	Prepare Project Scope of Work and Contract	2			24						6			$ 8,640.00
1.03	Prepare Preliminary Cost Estimates		2		4				8	4				$ 3,118.00
1.04	Provide Project Coordination	4			50						24	24		$ 21,105.00
1.05	Review Existing Documents						8	4	8					$ 3,440.00
1.06	Coordinate Topographical Survey				16				4	4				$ 4,820.00
1.07	Coordinate Geotechnical Investigation				4				80	4				$ 9,840.00
1.08	Coordinate with Local Utility Companies				4									$ 920.00
1.09	Prepare State Grant Application				4						8			$ 1,440.00
1.10	Prepare Environmental Documentation				4				8				20	$ 3,640.00
1.11	Prepare Disadvantaged Business Enterprise (DBE) Program and Goal				8						40			$ 7,240.00
	TOTALS	8	10	8	166		8	4	96	12	72	24	20	$ 74,350.00

Labor Category	Total Hours		Billing Rate		Total Cost
2.0 Design Phase (Lump Sum)					
Principal	hrs.	x	$ 295.00 /hr	= $	-
Quality Control Manager	44 hrs.	x	$ 255.00 /hr	= $	11,220.00
Senior Consultant III	8 hrs.	x	$ 285.00 /hr	= $	2,280.00
Project Manager III	101 hrs.	x	$ 200.00 /hr	= $	69,730.00
Construction Manager IV	56 hrs.	x	$ 220.00 /hr	= $	12,320.00
Engineer Phase Manager IV	308 hrs.	x	$ 215.00 /hr	= $	64,680.00
Electrical Phase Manager IV	64 hrs.	x	$ 260.00 /hr	= $	16,640.00
Engineer I	605 hrs.	x	$ 140.00 /hr	= $	84,700.00
CADD Tech III	388 hrs.	x	$ 140.00 /hr	= $	54,320.00
Project Coordinator II	52 hrs.	x	$ 135.00 /hr	= $	7,020.00
Support III	hrs.	x	$ 105.00 /hr	= $	-
Planner III	2 hrs.	x	$ 180.00 /hr	= $	360.00
SUBTOTAL	1834 hrs.		SUBTOTAL	$	322,770.00
Reimbursables					
Auto Rental	Day	x	$ 85.00 /Day=	$	-
Mileage	Mi	x	$ 0.585 /Mi=	$	-
Lodging + Tax & Fees	Day	x	$ 205.00 /Day=	$	-
Per Diem	Day	x	$ 74.00 /Day=	$	-
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=	$	-
			SUBTOTAL	$	-
	PHASE SUBTOTAL			$	322,770.00

	TASK	LABOR CATEGORY												
		Principal	Quality Control Manager	Senior Consultant III	Project Manager III	Construction Manager IV	Engineer Phase Manager IV	Electrical Phase Manager IV	Engineer I	CADD Tech III	Project Coordinator II	Support III	Planner III	Phase Item Costs
2.0	**Design Phase (Lump Sum)**													
2.01	Analyze Topographical Survey Data				8		40			32				$ 14,720.00
2.02	Analyze Geotechnical Investigation Data		2		8	8	8		4					$ 6,360.00
2.03	Prepare Pavement Design		2		16	4			32					$ 9,560.00
2.04	Prepare Preliminary Contract Documents				8				60		8			$ 11,920.00
2.05	Prepare Construction Safety and Phasing Plan (CSPP)				24	8			40					$ 12,880.00
2.06	Prepare Preliminary Construction Plans													
	Cover Sheet				1				1	4				$ 980.00
	Index of Drawings/Summary of Approximate Quantities & General Notes				4		8			12				$ 4,360.00
	Survey Control Plan				1		4			8				$ 2,180.00
	Geotechnical Investigation Plan				1					12				$ 1,920.00
	Safety Plan				2					8				$ 1,680.00
	Construction Layout Plan				2	8				8				$ 2,960.00
	Construction Phasing Plan				8				16	32				$ 8,560.00
	Environmental Requirements and Details				1					8			2	$ 1,720.00
	Demolition Plan				4		16		8	24				$ 8,960.00
	Geometric Layout Plan				4		16		8	24				$ 8,960.00
	Overall/Grading and Drainage Plan				2		16			8				$ 4,940.00
	Grading and Drainage Plan				8		32			24				$ 11,920.00
	Typical Sections				4		24		8	16				$ 9,200.00
	Pavement Marking Plan/Details				2		8		8	16				$ 5,200.00
	Drainage Plan and Profile/Details				4		16		8	24				$ 8,960.00
	Seeding and Erosion Control Plan/Details				1		8			8				$ 3,080.00
	Electrical Demolition Plan/Layout Plan/Details				2			56		16				$ 17,960.00
2.07	Prepare Preliminary Technical Specifications				24	24			96					$ 24,240.00
2.08	Prepare Preliminary Special Provisions				8				16					$ 4,040.00
2.09	Prepare Drainage Analysis and Storm Drainage Design				16				40	8				$ 10,400.00
2.10	Compile/Submit Permits				1				16					$ 2,470.00
2.11	Compile/Submit FAA Form 7460				4					16	8			$ 4,240.00
2.12	Calculate Estimated Quantities				8		24		16	16				$ 11,360.00
2.13	Prepare Estimate of Probable Construction Cost				8		24		24					$ 12,240.00
2.14	Prepare Engineer's Design Report and Modification of Standards				32				120		8			$ 25,240.00
2.15	Prepare and Submit Modification of Standards on MOS Website				16				24		8			$ 8,720.00
2.16	Review Plans at 30%, 60%, and 90% Complete				24	8	24	8	24	24				$ 21,120.00
2.17	Provide In-House Quality Control		40	8										$ 13,440.00
2.18	Prepare and Submit Const. Plans, Specs., Cont. Docs., and Design Report				32		40		32	32	8			$ 25,800.00
2.19	Prepare Airfield Signing and Marking Plan				1				4	8				$ 1,910.00
2.20	Prepare Requests for Reimbursement				12						12			$ 4,560.00
	TOTALS		44	8	301	16	308	64	605	384	52		2	$ 322,770.00

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Labor Category	Total Hours		Billing Rate		Total Cost
3.0 Design Survey Phase (Lump Sum)					
Survey Manager	4 hrs.	x	$ 235.00 /hr	= $	940.00
Survey 2-Man Crew	52 hrs.	x	$ 205.00 /hr	= $	10,660.00
Survey Technician	52 hrs.	x	$ 120.00 /hr	= $	6,500.00
SUBTOTAL	108 hrs.		SUBTOTAL	$	18,100.00
Reimbursables					
Mileage	500 Mi.	x	$ 0.585 /Mi.	$	292.50
Lodging + Tax & Fees	32 Day	x	$ 205.00 /Day	$	7,460.00
Per Diem	12 Day	x	$ 74.00 /Day	$	888.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip	$	
Survey Supplies & Equip.	1 Each	x	$ 800.00 /Trip	$	800.00
Survey Field Vehicle	6 Day	x	$ 85.00 /Day	$	510.00
			SUBTOTAL	$	4,950.50
	PHASE SUBTOTAL			$	23,050.50

TASK		LABOR CATEGORY											
		Survey Manager	Survey 2-Man Crew	Survey Technician									Phase Item Costs
3.0	Design Survey Phase (Lump Sum)												
3.01	Perform Topographical Survey	4	52	52									$ 18,100.00
	TOTALS	4	52	52									$ 18,100.00

		Phase Fee	Reimbursable Costs	Total Cost
PART A - BASIC SERVICES (LUMP SUM)				
1.0 Preliminary Design Phase (Lump Sum)		$ 74,350.00	$ 2,490.00	$ 76,840.00
2.0 Design Phase (Lump Sum)		$ 322,770.00	$ -	$ 322,770.00
	SUBTOTAL	$ 397,120.00	$ 2,490.00	$ 399,610.00
PART B - SPECIAL SERVICES (LUMP SUM)				
3.0 Design Survey Phase (Lump Sum)		$ 18,100.00	$ 4,950.50	$ 23,050.50
	SUBTOTAL	$ 18,100.00	$ 4,950.50	$ 23,050.50
SUBCONSULTANT 3				
Geotechnical Investigation (Lump Sum)				
			SUBTOTAL	$ 54,000.00
SUBCONSULTANT 2				
Cultural Resource Survey (Lump Sum)				
			SUBTOTAL	$ 3,000.00
TOTAL				$ 479,660.50

BASE AGREEMENT
BETWEEN
JVIATION, A WOOLPERT COMPANY
AND
GUNNISON COUNTY
GUNNISON, COLORADO

Gunnison County (the "Sponsor"), agrees to retain the firm of Jviation, A Woolpert Company (the "Engineer") to perform the scope of engineering services as outlined below at the Gunnison Crested Butte Regional Airport (the "Site"). The term of this Base Agreement (the "Agreement") shall become effective upon execution by the parties and will remain in effect for five (5) years until or as terminated in accordance with the terms below.

SECTION 1. PROJECT LIST

1.1 This Agreement is for engineering services at the Site, which may include the following items (collectively, the "Project"):

- Rehabilitate Portion of Taxiway A (from A4 eastwards)
- Rehabilitate General Aviation Apron
- Rehabilitate Taxiway Connectors A4 through A8
- Expand General Aviation Apron and Facilities
- Update ALP
- SRE acquisition Runway Plow Vehicle
- ARFF Equipment
- Rehabilitate Runway 06/24 (pavement maintenance)
- DBE Reporting and Goal Setting
- Projects identified and approved under new Master Plan if within contract period

SECTION 2. SCOPE OF SERVICES

The engineering services to be provided in connection with the Project will be specified in an Amendment to this Agreement, a sample of which is attached as Exhibit A hereto, or a Statement of Work (an "SOW") accompanying such Amendment (such services collectively, when and as specified in Amendments and SOWs, the "Services").

2.1 Basic Services. Engineer may provide the following services if included in a SOW:

2.1.1 Assist the Sponsor in the preparation of the pre-application, program sketch, program narrative, and engineer's estimate, required statements and notifications, the environmental documentation, and state and regional reviews as required.

2.1.2 Consult/coordinate with the airport authority, airport staff, the Federal Aviation Administration ("FAA"), users, city, county, and other interested parties;

2.1.3 Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations;

2.1.4 Review, and revise as necessary, the airport drawings which provide the basis for the project design;

2.1.5 Prepare preliminary Plans and Specifications and cost estimates for the design and construction;

2.1.6 Provide an acceptable airport layout plan, including exhibits and associated drawings, as required;

2.1.7 Prepare and submit final Plans and Specifications and other contract documents for approval by the Sponsor and (as required) to the FAA prior to advertising for bids;

2.1.8 Prepare a design engineer's report, including estimates of final quantities and opinion of probable construction costs. The report will be submitted with the final Plans and Specifications to the Sponsor and when applicable to the FAA;

2.1.9 Prepare or assist in the preparation of an application for federal funds and a property map;

2.1.10 Prepare Construction Safety and Phasing Plan (CSPP);

2.1.11 Coordinate the establishment of bid proposals into schedules to allow flexibility of award to match the funds available;

2.1.12 Provide complete sets of approved Plans and Specifications and other contract documents for bidding the project;

2.1.13 Arrange for and conduct a pre-bid conference and job showing;

2.1.14 Assist with the bid opening and processing of bid documents and make recommendations to the Sponsor for award of contract schedules;

2.1.15 Perform miscellaneous engineering services, e.g. hydrology studies, as requested by airport management.

2.2 Special Services. The Engineer may also provide the following special Services:

2.2.1 Soils and pavement investigations (for design), including performing soils and/or pavement testing and investigation of proposed construction areas as required for design.

2.2.2 Topographic surveys (for design), including performing topographic surveys of proposed construction areas as required for design.

2.2.3 Construction administration, including administering proposed construction activity.

2.3 Field Engineering Services. This Section 2.3 shall apply only if engineering coordination services are included within an Amendment. In such case, Engineer shall arrange for and conduct a pre-construction conference, and shall provide complete resident engineering coordination of the construction work on the Project, with sufficient qualified inspectors, who shall be present during all construction operations, to observe that construction is accomplished in accordance with the Plans and Specifications. It is expressly understood that the term "engineering coordination" does not mean that the Engineer will assume any responsibility that replaces in any way the duties and authority of a construction superintendent or other contractor charged with responsibility for the construction operation, including ways or means of construction or job site safety.

2.3.1 The Engineer, in carrying out his or her responsibilities for engineer coordination, shall endeavor to guard the Sponsor against defects and deficiencies in the permanent work constructed by the contractor, but does not in any way guarantee the performance of the contractor. The provisions of this Section 2.3 do not limit or modify Engineer's duty to act in accordance with the professional standards set forth in Section 7 below.

2.3.2 Whenever the Engineer considers it necessary or advisable in endeavoring to guard the Sponsor against defects and deficiencies in the work constructed by the contractor, the Engineer shall have the authority to provide surveys and to observe and check surveys conducted by the contractor.

2.3.3 The Engineer shall conduct materials tests required by the FAA and observe and evaluate all such tests made by the contractor in the field and in the laboratory as necessary in accordance with the Plans and Specifications. Copies of all test reports will be furnished to the Sponsor and the FAA. Test results will be available within 24 hours of receipt.

2.3.4 The Engineer shall act as the Sponsor's agent during construction to protect the Sponsor's interest and shall have the authority to recommend to the Sponsor that the construction be stopped if not in accordance with the Plans and Specifications. The Engineer will furnish the Sponsor and the FAA a weekly construction progress and inspection report if requested.

2.3.5 The Engineer shall prepare all addition and deletion change orders and supplemental agreements as required. After acceptance of a construction contract by the contractor, copies will be submitted to the Sponsor and the FAA for approval and signature before proceeding with the work.

2.3.6 The Engineer shall prepare periodic estimates during the construction of the Project and shall prepare the final estimate when the work is completed. Periodic estimates shall be submitted regularly to the Sponsor for the concurrence and submittal to the FAA for Federal participation payment requests.

2.3.7 The Engineer shall review the submitted weekly contractor's payrolls, check shop drawings, and construction submittal; and prepare and maintain necessary records of construction progress.

2.3.8 When the Project has been completed and is ready for final acceptance, the Engineer shall arrange for inspection of the finished work by the FAA, the Sponsor, the contractor, and the Engineer, following which the final estimate for the work will be considered by the Sponsor.

2.3.9 Upon acceptance of the Project, the Engineer shall prepare record drawings, including any field surveying required to compute final quantities, and a construction engineering report, and shall provide the Sponsor and the FAA with one (1) set of reproducible record drawings, one

electronic copy and one (1) copy of the construction report. These documents shall be provided in both hard copy and in an acceptable electronic format to the Sponsor.

2.3.10 On completion of the Project, the Engineer shall prepare and supply the Sponsor with an airport pavement maintenance program for the improvements constructed under the Project.

SECTION 3. COMPENSATION AND PAYMENT

The Sponsor shall pay Engineer the consideration set forth in each Amendment; which consideration shall constitute complete payment for all Services furnished in connection with the work required to be performed under the Amendment.

3.1 Method of Compensation. Each Amendment shall specifically identify the Services, the type of compensation, the applicable rates, and the reimbursable expenses.

3.1.1 For performance of Services included in each "Lump Sum" Amendment, which shall be defined and delineated in advance, payment to the Engineer will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there is a Change in Scope (as defined below). In that event, the lump sum would be subject to re-negotiation, and Engineer will prepare and submit a supplemental Amendment for Sponsor's approval.

3.1.2 For performance of Services described in each "Cost-Plus-a-Fixed-Fee" Amendment, the Sponsor shall reimburse the Engineer for allowable costs such as salary, overhead, and direct non-salary expenses, plus a fixed fee.

(A) The rates are identified on Exhibit B, Established Hourly Rate Schedule, and hereby incorporated. The rates set forth in Exhibit B are subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

(B) The overhead rate is 199.73%, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

(C) The fixed fee is 20% of labor costs, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

Amendments with a cost-plus-a-fixed-fee payment may be renegotiated for both the contract upper limit, defined as the not-to-exceed contract value, and the fixed fee. In order for renegotiation to occur, the following must take place:

1) The Engineer must alert the Sponsor when the Engineer's cumulative costs approach the upper limit.

2) The Sponsor and Engineer should assess whether the remaining work effort can be completed within the remaining contract limits.

3) The Engineer must obtain Sponsor approval before exceeding the upper limit.

An increase in costs over the original contract value can occur for several reasons including, but not limited to, poor performance of construction contractor that results in additional inspection

and oversight efforts; increase in construction contract time due to weather events that exceed the norm for the location; and added scope of work or services.

On occasion, the Engineer is called upon to continue technical inspection services on construction contracts overrunning the program schedule contemplated at the time of negotiation. In most instances, the time element is beyond the control of the Engineer. In this instance the Engineer must be reimbursed for services in excess of the specified period of time agreed upon in each Amendment at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known. The cost of additional Engineer technical inspection services that result from contractor caused construction delays will be included in the liquidated damages established for construction contracts.

3.2 Expenses. Sponsor shall pay all publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items; shall pay for all permits and licenses that may be required by local, state, or federal authorities; and shall secure the necessary land, easements, and rights-of-way required for the Project.

3.3 Payment Schedule.

3.3.1 For performance of the Services described in each Amendment, Sponsor shall pay the compensation set forth in such Amendment in monthly increments over the period of performance of the Services, based on percentage completed unless other specific payment schedules are mutually agreed to and set forth in the Amendment.

3.3.2 Payments for all Services performed pursuant to executed Amendments shall be due within thirty (30) days after the receipt of invoices. If the Sponsor disputes any portion of an invoice, it shall not be relieved of the responsibility of paying the undisputed portion thereof.

3.4 Changes in Scope.

3.4.1 It is mutually understood and agreed that the Sponsor will compensate Engineer for Services resulting from significant changes in general scope of the Project or its design, including changes in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents for contract documents and for preparation of documents for separate bids (collectively, "Changes in Scope"), only when:

(A) Such revisions are due to causes beyond the Engineer's control,

(B) The Sponsor has authorized the additional work in an executed Amendment.

3.4.2 Compensation for such extra work when authorized by the Sponsor shall be established in each Amendment.

SECTION 4. CONTRACT DOCUMENTS

4.1 For purposes of this Agreement, the "Plans and Specifications" means all engineering designs, plans, drawings, specifications, and other reports that the Engineer delivers to the Sponsor in connection with the Project.

4.2 Technical Information. The Sponsor shall make available to the Engineer all technical data that is in the Sponsor's possession including maps, surveys, property descriptions, borings, and other information required by the Engineer and relating to the Site, the Project, and the Services.

4.3 Approval of Plans and Specifications. The Sponsor shall cooperate with the Engineer in the approval of the Plans and Specifications, or should any part of such Plans and Specifications be disapproved, shall make a timely decision in order that no undue expense will be caused the Engineer because of lack of decisions. If the Engineer is caused to incur other expenses such as extra drafting, due to changes ordered by the Sponsor after completion and approval of the plans and specifications, the Engineer shall be equitably paid for such extra expenses and services involved.

4.4 Construction Cost Opinion. Upon request by Sponsor, the Engineer shall prepare an opinion of probable construction costs, representing Engineer's reasonable judgment as a design professional (a "Cost Report"). Such Cost Report shall be provided for Sponsor's internal use and guidance only, and under no circumstances does Engineer guarantee the accuracy of the Cost Report as compared to contractor bids or actual cost to the Sponsor. Sponsor acknowledges that Engineer has no control over the actual costs of labor or materials, or over competitive bidding or market conditions.

4.5 Ownership of Plans. The original Plans and Specifications shall remain the property of the Engineer. However, reproducible copies of drawings and copies of other pertinent data will be made available to the Sponsor upon request. The Sponsor may not reuse the Plans and Specifications for any purpose other than the Project except upon (A) prior written consent of Engineer, and (B) Sponsor's agreement to indemnify, defend and hold Engineer harmless for any liability resulting from such reuse.

4.6 Delivery of Plan. The Engineer shall deliver to the Sponsor: (A) one (1) hard-copy of the final Plans and Specifications, and (B) the final Plans and Specifications in electronic form, in a reproducible and modifiable format as reasonably requested by the Sponsor (such as, for example, AutoCAD, MicroStation or other computer aided design files).

SECTION 5. FEDERAL COMPLIANCE

Engineer represents and covenants to Sponsor as follows:

5.1 The Sponsor, the FAA, and the Comptroller General of the United States or any of their designated representatives shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the grant program for the purpose of audit examination, excerpts, and transcriptions.

5.2 The Engineer has formulated, adopted, and actively maintains an affirmative action plan in compliance with Executive Order No. 11246 entitled, "Equal Employment Opportunity." The Engineer does not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Goals and targets are specified in the affirmative action plan to assure its implementation.

5.3 All services performed shall be in conformance with any and all applicable rules and regulations of the FAA.

5.4 It is the policy of the DOT that "Disadvantaged Business Enterprises" (as defined in 49 CFR Part 26) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds, and the requirements of 49 CFR Part 6 shall apply to this Agreement.

5.5 The Engineer shall ensure that Disadvantaged Business Enterprises have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, all Contractors shall take all necessary and reasonable

steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform in the award and performance of DOT assisted contracts.

SECTION 6. INSURANCE

6.1 The Engineer shall procure and maintain at its expense during the term of this Agreement the following insurance from insurance companies authorized to do business in the State in which the Site is located, covering all operations and services under this Agreement performed by Engineer.

6.1.1 Worker's compensation and Employer's Liability insurance in accordance with the provisions of applicable law.

6.1.2 Commercial general liability in amounts not less than $1 million combined single limit per occurrence and $2 million aggregate for bodily injury, personal injury, and property damage with endorsements to include contractual liability. Engineer shall name Sponsor as Additional Insured for ongoing operations, to the extent permitted by law. Coverage shall be primary.

6.1.3 Automobile liability, bodily injury and property damage with a limit of $1 million for occurrence, combined single limit including owned, hired and non-owned autos.

6.1.4 Professional liability insurance in amounts not less than $1 million per claim and annual aggregate.

6.2 The Engineer shall furnish to the Sponsor a certificate or certificates of insurance showing compliance with this Section 6.

6.2.1 To the extent commercially available to Engineer from its current insurance company, insurance policies required under subsection shall contain a provision that the insurance company or its designee must give the Sponsor written notice transmitted in paper or electronic format: (a) 30 Days before coverage is non-renewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company.

SECTION 7. STANDARD OF CARE

7.1 The Services shall be performed in accordance with that degree of care and skill ordinarily exercised by members of the engineering profession, performing similar services in the same locality, and under the same or similar circumstances and conditions as of the date that such Services are performed. Engineer's sole liability to Sponsor for any non-conforming Services or work shall be to correct the defective item.

7.2 The remedies provided above are the Sponsor's sole remedies for any failure of Engineer to comply with its obligations. Correction of any nonconformity or reimbursement to Sponsor in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of the Engineer for defective or nonconforming Services, whether the claims of the Sponsor are based in contract, in tort (including negligence and strict liability), or otherwise with respect to or arising out of work performed hereunder.

SECTION 8. FORCE MAJEURE

Any delay or failure of engineer in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm,

discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of the Engineer, provided that prompt written notice of such delay or suspension given by the Engineer to the Sponsor. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Engineer shall be reimbursed for the cost of such delays.

SECTION 9. TERMINATION

9.1 Termination by Sponsor. Upon five (5) business days written notice to Engineer, Sponsor may terminate the Engineer's right to proceed further with the Project and Services under this Agreement or any Amendment. In the event of such termination, Sponsor may take possession of the Project in such manner as Sponsor may deem expedient, but Engineer shall not be liable to the Sponsor for any excess cost of completion of any Services, Sponsor shall reimburse the Engineer for all costs associated with the cessation of Services, plus that portion of the Services performed prior to the date of such termination, and Sponsor shall thereafter assume all obligations, commitments, or other liabilities that the Engineer shall have theretofore incurred or made in connection with its performance of the Services and for which Engineer has not been paid and released.

9.2 Termination by Engineer. If work on the Project shall be delayed for more than 30 calendar days of account of one or more of the occurrences set forth in Section 8, or if Sponsor shall fail to pay the Engineer in accordance with the terms of Section 3, the Engineer may, at its option, upon five (5) business days written notice to Sponsor, terminate this Agreement. In the event of any such termination, Sponsor shall reimburse the Engineer for all costs of performance of the Services as the Engineer may have incurred on account of such delays. Sponsor shall thereafter assume all obligations, commitments, or other liabilities that Engineer shall have previously incurred or made in connection with its performance of the Services and for which the Engineer has not been paid and released.

9.3 Termination Without Cause. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. In the case of such termination, Engineer shall be paid for all Services performed prior to the termination date.

SECTION 10. INDEMNIFICATION

10.1 General Liability Indemnification. Each party (the "Indemnifying Party") to the fullest extent permitted by law, shall indemnify, defend, and hold harmless the other party (the "Indemnified Party") their consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Indemnifying Party, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

10.2 Professional Liability Indemnification. To the fullest extent permitted by applicable law, the Engineer agrees to indemnify and hold the Sponsor harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Engineer in performance of professional services under this Agreement. In no event shall the

indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations

10.3 Damages Waiver. Neither party to this Agreement shall be liable to the other for any indirect, incidental, consequential, exemplary, punitive or special damages or loss of income, profit or savings of any party, including third parties, arising directly or indirectly from the parties' relationship under this Agreement or applicable law, including claims based on contract, equity, negligence, intended conduct, tort, or otherwise (including breach of warranty, negligence, and strict liability in tort).

SECTION 11. MISCELLANEOUS

11.1 Interpretation. In this Agreement, unless a clear contrary intention appears, (a) words used with initial-capitalized letters shall have the definitions set forth herein, (b) the term "or" shall not be used in an exclusive manner, (c) reference to any gender includes each other gender; (d) reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (e) "including" (with any correlative meaning "include") means including without limitation the generality of any description preceding such term; and (f) the headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

11.2 Notices. All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by facsimile, by electronic mail (return receipt requested), overnight courier, or by certified mail, to the receiving party at the following address:

If to Sponsor:
Gunnison County
200 East Virginia
Gunnison, CO 81230
Attention: Matthew Birnie
Telephone: 970-641-7602
Email: mbirnie@gunnisoncounty.org

If to Engineer:
Jviation, A Woolpert Company
720 S. Colorado Blvd, Ste. 1200-S
Glendale, CO 80246
Attention: Jesse Erickson
Telephone: 720-544-6516
Email: jesse.erickson@woolpert.com

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery.

11.3 Disputes. This Agreement is made under and shall be governed by and construed in accordance with the internal laws of the State of Colorado. Any controversy or claim arising out of or related to this Agreement shall be resolved by binding arbitration in accordance with the then-effective rules of the American Arbitration Association ("AAA") and limited discovery shall be permitted. Upon notification by a party of such party's intention to arbitrate a dispute (the "Notice Date"), each party shall select one arbitrator, and the two arbitrators so chosen shall select one arbitrator. Each of the arbitrators chosen shall be impartial and independent of the parties. If a party fails to select an arbitrator within twenty days after delivery of the Notice Date, or if the arbitrators chosen fail to select a third arbitrator within twenty days after being chosen, then any

party may in writing request the judge of the United States District Court closest to Denver, Colorado senior in term of service to appoint the arbitrator or arbitrators. Each arbitration hearing shall be held at a place in Denver, Colorado acceptable to a majority of the arbitrators. The decision of a majority of the arbitrators shall be reduced to writing and shall be binding on the parties. Judgment upon the award rendered by a majority of the arbitrators may be entered and execution had in any court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement. The charges and expenses of the arbitrators shall be allocated as determined by the arbitrators.

11.4 Severability. The provisions of the Agreement are severable, and, if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision hereof, and the remainder of this Agreement shall remain in full force and effect, provided however, that the intention and essence of this contract may still be accomplished and satisfied. In the event that any provision of the Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, Engineer and Sponsor shall negotiate an equitable adjustment in the provisions of this Agreement to preserve the purpose of this contract and maintain the allocation or risk, liabilities and obligations originally agreed upon.

11.5 Governing Law. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Colorado.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and the terms and conditions hereof were negotiated between the parties on an arms-length basis and no obligation or covenant of good faith or fair dealing shall be implied or interpreted as conferring upon either party any right, duty, obligation or benefit other than expressly set forth herein. No modifications or amendments to this Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

11.7 Warranties – Exclusion or Limitation. Except as specifically provided in this Agreement, Engineer does not make, give or extend, and the Sponsor waives, any warranties, representations or guarantees of any kind or nature, express or implied, arising by law, statute, in contract, civil liability or tort, or otherwise, concerning the transaction which is the subject of the Plans and Specifications or the Services, including any performance guaranty and any implied warranty as to merchantability or fitness for a particular purpose or arising from a course of dealing or usage of trade as to any equipment, materials, or work furnished under this Agreement.

11.8 Successors; Assignment. This Agreement shall be binding upon each party and its successors and assigns. Neither the Sponsor nor the Engineer shall assign, sublet, or transfer its interest in this contract without the written consent of the other.

11.9 Counterparts and Facsimile or Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile or other electronically delivered signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

11.10 Section 163. The FAA's federal action is limited to airport layout plan (ALP) approval of only those portions of projects that meet the criteria established in 49 U.S.C. §47107(a)(16)(B), commonly referred to as Section 163(d) of the FAA Reauthorization Act of 2018. If it is determined that the FAA does not have authority over a portion of the project and associated work completed ahead of the determination is no longer FAA eligible, the Sponsor will remain responsible for this portion of the work.

11.11 TABOR. This Agreement is subject to Sponsor making an annual budget appropriation in an amount sufficient to fund this Agreement. If Sponsor fails or refuses to make such an appropriation, Sponsor reserves the right to terminate this Agreement pursuant to Section 9 of this Agreement.

11.12 Immigration Compliance Certification.

11.12.1 Jviation certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

11.12.2 Jviation certifies that it has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

11.12.3 Jviation 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.

11.12.4 Jviation 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.

11.12.5 Jviation agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

SECTION 12. FAA PROVISIONS

The parties recognize that these Federal Provisions may be revised from time to time by the Federal Government.

I. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS (*Reference: 49 CFR Part 21*)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- **Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- **Nondiscrimination.** The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations

under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- **Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- **Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

  a) Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
  b) Cancellation, termination, or suspension of the contract, in whole or in part.

- **Incorporation of Provisions.** The Engineer shall include the provisions of paragraphs one through five (*Compliance with Regulations*, *Nondiscrimination*, *Solicitations for Subcontracts*, *Information and Reports*, and *Sanctions for Noncompliance*) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

III. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS (*Reference: Airport and Airway Improvement Act of 1982, Section 520; Title 49 47123;AC 150/5100-15, Para. 10.c.*)

The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineer and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

IV. DISADVANTAGED BUSINESS ENTERPRISES (*Reference: 49 CFR Part 26*)

- **Contract Assurance (§26.13)** - The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

    1) Withholding monthly progress payments;
    2) Assessing sanctions;
    3) Liquidated damages; and/or
    4) Disqualifying the Contractor from future bidding as non-responsible.

- **Prompt Payment (§26.29)** - The prime Engineer agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than Fifteen (15) days from the receipt of each payment the prime Engineer receives from Sponsor. The prime Engineer agrees further to return retainage payments to each subcontractor within Fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Board. This clause applies to both DBE and non-DBE subcontractors.

V. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (*Reference: 49 CFR Part 20, Appendix A*)

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the 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-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

VI. ACCESS TO RECORDS AND REPORTS (*Reference: 49 CFR Part 18.36(i); FAA Order 5100.38*)

The Engineer shall maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

VII. BREACH OF CONTRACT TERMS (*Reference: 49 CFR Part 18.36*)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the Engineer must correct the breach. Sponsor may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Sponsor's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

VIII. RIGHTS TO INVENTIONS (*Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38*)

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Sponsor in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

IX. TRADE RESTRICTION CLAUSE (*Reference: 49 CFR Part 30.13; FAA Order 5100.38*)

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

- is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

- has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

- has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Engineer must provide immediate written notice to the Sponsor if the Engineer learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subcontractors provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subcontractor: Required Contact Provisions Issued on January 29, 2016 Page 64 AIP Grants and Obligated Sponsors Airports (ARP)

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Sponsor or the FAA.

X. TERMINATION OF CONTRACT (*Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38*)

The Sponsor may, by written notice to the Engineer, terminate this Agreement for its convenience and without cause or default on the part of the Engineer. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Engineer must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

Termination by Sponsor: The Sponsor may terminate this Agreement in whole or in part, for the failure of the Engineer to:

1) Perform the services within the time specified in this contract or by the Sponsor approved extension;
2) Make adequate progress so as to endanger satisfactory performance of the Project;
3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Engineer must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Engineer must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor determines the Engineer was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

Termination by Engineer: The Engineer may terminate this Agreement in whole or in part, if the Sponsor:

1) Defaults on its obligations under this Agreement;
2) Fails to make payment to the Engineer in accordance with the terms of this Agreement;
3) Suspends the Project for more than [180] days due to reasons beyond the control of the Engineer.

Upon receipt of a notice of termination from the Engineer, Sponsor agrees to cooperate with Engineer for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Engineer cannot reach mutual agreement on the termination settlement, the Engineer may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Engineer through the effective date of termination action. Sponsor agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (*Reference: 49 CFR Part 29; FAA Order 5100.38*)

The Engineer certifies, by submission of this proposal or acceptance of this contract, 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. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

XII. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (*Reference: 20 CFR part 1910*)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

XIII. CLEAN AIR AND WATER POLLUTION CONTROL *(Reference: 2 CFR § 200 Appendix II(G))*

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Engineer must include this requirement in all subcontracts that exceeds $150,000.

XIV. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS *(Reference: 2 CFR § 200 Appendix II (E))*

1. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. **Subcontractors.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any

lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

XV. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) *(Reference: 29 USC § 201, et seq.)*

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

XVI. TEXTING WHEN DRIVING *(Reference: Executive Order 13513, DOT Order 3902.10)*

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Sponsor encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

XVII. ENERGY CONSERVATION REQUIREMENTS *(Reference: 2 CFR § 200 Appendix II(H))*

Engineer and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

XVIII. VETERAN'S PREFERENCE *(Reference: 49 USC § 47112(c))*

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

XIX. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS *(Reference: Section 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 and DOT Order 4200.6)*

By signing this Agreement, the Consultant agrees:

1. It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid

in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

[Signature Page Follows]

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By: _____
Jonathan Houck, Chairperson

_____
Roland Mason, Commissioner

_____
Elizabeth Smith, Commissioner

Attest:

GUNNISON COUNTY SEAL COLORADO

_____
Katherine Haase, Deputy Clerk

ENGINEER:
Jviation, A Woolpert Company

By: _____

Name: Jason Virzi, PE

Title: Vice President

Attest:

_____

Exhibit A
to
Base Agreement

Form of Amendment

See attached.

AMENDMENT NO. ONE (1) TO CONTRACT
DATED _____
BETWEEN
JVIATION, A WOOLPERT COMPANY
AND
SPONSOR
CITY, STATE

The Sponsor and the Engineer agree to amend their contract for improvements to the _____, _____ (city), _____ (state) to include fees for engineering services. The improvement Item No. is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

Item No.

- or other work as identified.

The Sponsor agrees to pay the Engineer for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the AIP development schedule.

PART A - BASIC SERVICES

DESIGN

Preliminary Design ..... Lump sum of $0.00
Design ..... Lump sum of $0.00

BIDDING

Bidding ..... Lump sum of $0.00

REIMBURSABLE COSTS (typically remove this section and roll fees into specific elements)

Reimbursable Costs During Design ..... Lump sum of $0.00

TOTAL BASIC SERVICES ..... Lump sum of $0.00

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

GEOTECHNICAL INVESTIGATIONS (FOR DESIGN)

Geotechnical Investigations ..... Lump sum of $0.00

TOPOGRAPHIC SURVEYS (FOR DESIGN)

Topographic Surveys ..... Time and Materials of $0.00

ACCEPTANCE TESTING (FOR CONSTRUCTION)

Acceptance Testing ..... Lump Sum of $0.00

TOTAL SUBCONSULTANT SERVICES ..... Lump sum of $0.00

CONSTRUCTION ADMINISTRATION

Construction Administration ..... Lump Sum of $0.00
Pre-Construction Coordination ..... Lump Sum of $0.00
Post Construction ..... Lump Sum of $0.00

TOTAL CONSTRUCTION ADMINISTRATION ..... Lump sum of $0.00

CONSTRUCTION COORDINATION AND FIXED FEE

Construction Coordination ..... Cost Plus of $0.00
Fixed Fee for Construction Coordination ..... Lump Sum of $0.00

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination ..... Actuals Not to Exceed of $0.00

TOTAL CONSTRUCTION COORDINATION AND FIXED FEE $0.00

TOTAL SPECIAL SERVICES $0.00

TOTAL $0.00

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 202__.

SPONSOR:
[NAME]

ATTEST:

By: _____

_____

Name: Insert Before Printing

Title: Insert Before Printing

ENGINEER:
Jviation, A Woolpert Company

By: _____

Name: Insert Before Printing

Title: Insert Before Printing

Exhibit B
to
Base Agreement

Rates

See attached.

Jviation, A Woolpert Company
Billing Rate Schedule for 2022

Principal	$295.00
Senior Consultant III	$285.00
Senior Consultant II	$275.00
Senior Consultant I	$265.00
Senior Project Manager	$290.00
Engineer Program Director I	$290.00
Project Manager IV	$255.00
Project Manager III	$230.00
Project Manager II	$210.00
Project Manager I	$180.00
Engineer Phase Manager IV	$210.00
Engineer Phase Manager I	$155.00
Quality Control Manager	$255.00
Electrical Phase Manager IV	$260.00
Associate Electrical Engineer I	$140.00
Engineer III	$175.00
Associate Engineer II	$155.00
Associate Engineer I	$130.00
Architect II	$190.00
Architectural Designer II	$170.00
Architectural Designer I	$130.00
Planning Manager	$290.00
Planner Program Director I	$290.00
Planner IV	$260.00
Planner Phase Manager IV	$210.00
Planner III	$180.00
Associate Planner I	$155.00
Designer II	$170.00
Construction Manager IV	$220.00
Construction Manager III	$195.00
Construction Manager II	$170.00
Construction Manager I	$140.00
CADD Tech III	$140.00
CADD Tech II	$120.00
CADD Tech I	$105.00
Graphic Artist I	$105.00
Proposal Coordinator I	$120.00
Technical Writer I	$120.00
Project Coordinator II	$135.00
Project Coordinator I	$115.00
Ops Manager III	$280.00
Ops Manager II	$210.00
Billing Analyst Team Lead II	$140.00
Support III	$120.00
Support II	$105.00
Support I	$95.00
Intern	$66.00

Woolpert Survey
Rate Schedule for 2022

Survey Manager	$235.00
Survey Phase Manager	$135.00
Survey Party Chief	$120.00
Land Surveyor (PLS)	$175.00
GIS Technician III	$135.00
GIS Technician II	$105.00
UAS Pilot	$105.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment; Agreement for Professional Service

Action Requested:

Parties to the Agreement:

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

Summary:

Acknowledgment; Agreement for Professional Services; SGM

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\Hperry Discharge Date: 11/1/2024

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

Agenda Date: 11/5/2024

Revised April 2015

Docusign Envelope ID: E6860B84-C311-4A8F-94E3-9CA260F48A52

AGREEMENT FOR PROFESSIONAL SERVICES

Date: 10/25/2024
Project Name: Rozman ILC
Client Name: Gunnison County
Description: Improvement Location Certificate
Address: 200 E. Virginia Ave
Contact Person: John Cattles
City: Gunnison
Project Manager: Erik Bjornstad
State & Zip: Colorado, 81230
SGM Project No.: 2018-288.012
Phone: (970) 641-8562
Client Email Address: jcattles@gunnisoncounty.org
Mailing Address (if other than above):

Client requests and authorizes SGM to perform the following services:
Scope of Work: (including assumptions, Client responsibilities, limitations & exclusions)
SGM will provide an Improvement Location Certificate (ILC) for the property located at 25476 State Highway 135

Description of Property: (including owner's name, address & phone)
Rozman Parcel, Rozman Subdivision Exemption, according to the plat therof
aka 25476 State Highway 135, Gunnsion County, Colorado.

Time & Compensation by Client to SGM will be on the basis of: (Time & Materials per current Fee Schedule, Lump Sum, Per Proposal, etc.)
Work described in the Scope of Work above will be provided for a Lump Sum fee of $2,700.

When compensation is on a cost-reimbursable basis, a service charge of **10%** will be added to Direct Expenses. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to SGM's compensation when invoicing Client.

Other Terms:
Services covered by this Agreement will be performed in accordance with the attached Provisions along with any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement to be effective as of the date first above written.

CLIENT
BY: Signed by: Matthew Birnie DF57D9FBAE8C463...
NAME: Matthew Birnie (PLEASE PRINT)
DATE: 10/30/2024

SGM
BY: DocuSigned by: Erik Bjornstad 393F05F7D3B04DD...
NAME: Erik Bjornstad (PLEASE PRINT)
DATE: 10/30/2024

CLIENT'S REPRESENTATIVE
BY:
NAME: (PLEASE PRINT)
DATE:

Docusign Envelope ID: E6860B84-C311-4A8F-94E3-9CA260F48A52

Provisions

1. Authorization to Proceed

Execution of this Agreement by Client will be authorization for SGM to proceed with the Project, unless otherwise provided for in this Agreement.

2. Billing Rates

Both parties understand and agree that all work not specifically delineated within the scope of work described herein shall be billed on a time and materials basis and shall be in addition to any budget, bid or maximum price agreement for the above-described Scope of Work. Fee adjustments shall be made accordingly for delays and interruptions not the fault of SGM.

3. Direct Expenses

SGM Direct Expenses are those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, courier services, equipment materials and supplies; (2) SGM's current standard rate charges for direct use of SGM's vehicles, computing systems, word processing and printing.

4. Standard of Care

Services performed under this Agreement are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. No warranty, expressed or implied, is made or intended by the interpretation of consulting services or by furnishing oral or written reports of the findings made. SGM's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

5. Termination

This Agreement may be terminated for convenience on 30 days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, SGM will be paid for all authorized work performed up to the termination date plus any related closeout costs such as copying of files, blueprints copies, etc... If no notice of termination is given, relationships and obligations created by this Agreement will be terminated upon completion of all applicable requirements of this Agreement.

6. Payment to SGM

All fees, commissions, product charges and expenses invoiced shall be due within thirty (30) days of the date of billing. Interest on unpaid or late bills shall accrue at 1½ percent per month (18.0 % A.P.R.). In the event any sum is not timely paid, SGM shall be entitled to the recovery of all costs of collection, including reasonable attorney's fees and expenses. In addition to any right and remedy conferred hereunder or by law, SGM shall specifically have the right to assert a lien on the property described above. Client agrees that all invoices not objected to in writing within fifteen (15) days of receipt are assumed to be final and binding upon the parties as to the amount due, the adequacy of SGM's performance and the value of the services provided to Client.

7. Venue

This Agreement is subject to the Laws of the State of Colorado, the venue of the County of Gunnison shall control any proceedings arising in the transaction described herein.

8. Insurance

SGM shall secure and maintain throughout the full period of this Agreement, sufficient insurance to protect itself adequately from claims made by its employees under applicable Workers' Compensation Act and from claims of bodily injury, death or property damage as may arise from the performance of services under the Agreement. Client must obtain its own insurance. SGM will, upon request, file certification of such insurance coverage with Client or authorized representative.

Docusign Envelope ID: E6860B84-C311-4A8F-94E3-9CA260F48A52

9. Limitation of Liability

The liability of SGM, for any actions, damages, claims, demands, judgments, losses, costs and expenses arising out of or resulting from the negligent acts, errors or omissions of SGM is limited to the proceeds of liability and/or errors and omissions insurance available to SGM. The parties understand and agree that SGM is not serving as a contractor hereunder and nothing shall be construed as imposing on SGM any duty or obligation to have authority over Contractor's work, nor shall SGM have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or for safety precautions and programs incident to the work of the Contractor, or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing the work.

10. Indemnity

Client and SGM each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, claimed by third parties to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and SGM, they shall be borne by each party in proportion to their respective negligence.

11. Ownership of Documents

All documents prepared or furnished by SGM pursuant to this Agreement are instruments of SGM's professional service, and SGM shall retain an ownership and property interest therein. SGM grants Client a license to use instruments of SGM's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SGM's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SGM harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

12. Consequential Damages

Neither party shall be entitled to recover any indirect, special, incidental, consequential, punitive, exemplary, remote or speculative damages or damages for lost profits of any kind arising under or in connection with this order or the transactions contemplated hereby, except to the extent such damages relate to the gross negligence or willful misconduct of such party.

13. Client-Supplied Information

SGM is entitled to rely on information supplied by the Client or other consultants retained directly by the Client. SGM has no obligation to verify the accuracy or completeness of Client-supplied information but will bring to the Client's attention any discovered discrepancies.

14. Miscellaneous Provisions

When included in SGM's scope of services, opinions or estimates of probable construction cost are prepared on the basis of SGM's experience and qualifications and represent SGM's judgment as a professional generally familiar with the industry. However, since SGM has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SGM cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from SGM's opinions or estimates of probable construction cost.

When SGM's scope of services include design engineering for a construction project:

- SGM shall review laws, codes, and regulations applicable to the engineering services.
- SGM shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.
- SGM shall only be responsible for those construction phase services expressly agreed to in the written Scope of Work. Client (or others) shall be responsible for all other construction phase issues.
- SGM's certification of the amounts due the contractor shall constitute a representation that to the best of the SGM's knowledge, information and belief, the quality of the work is in accordance with the construction Contract Documents.
- SGM may review shop drawings "for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents." This review will not relieve the contractor or Client from the responsibility for errors or deviations from the construction Contract Document requirements.
- Construction "Contract Documents" include: Advertisement For Bid, Instructions To Bidders, Bid, Agreement, General Conditions, Supplementary General Conditions, Notice of Award, Notice To Proceed, Change Order, Drawings, Specifications and Addenda.

Docusign Envelope ID: E6860B84-C311-4A8F-94E3-9CA260F48A52

Fee Schedule January 2024

Hourly Rate*

PRINCIPAL ENGINEER	$240.00
SENIOR ENGINEER III	$225.00
SENIOR ENGINEER II	$210.00
SENIOR ENGINEER I	$190.00
ENGINEER IV	$173.00
ENGINEER III	$159.00
ENGINEER II	$135.00
ENGINEER I	$116.00
SENIOR PROJECT MANAGER	$172.00
PROJECT MANAGER	$160.00
PRINCIPAL CONSULTANT	$239.00
SENIOR CONSULTANT II	$205.00
SENIOR CONSULTANT I	$170.00
CONSULTANT III	$143.00
CONSULTANT II	$125.00
CONSULTANT I	$112.00
TECHNICIAN III	$96.00
TECHNICIAN II	$82.00
TECHNICIAN I	$69.00
CLERICAL	$88.00
SENIOR CADD/GIS	$160.00
CADD/GIS III	$138.00
CADD/GIS II	$125.00
CADD/GIS I	$102.00
CONSTRUCTION MANAGER	$151.00
CONSTRUCTION TECHNICIAN II	$138.00
CONSTRUCTION TECHNICIAN I	$125.00
PRINCIPAL SURVEYOR	$191.00
LAND SURVEYOR III	$175.00
LAND SURVEYOR II	$158.00
LAND SURVEYOR I	$142.00
SURVEY TECHNICIAN III	$127.00
SURVEY TECHNICIAN II	$114.00
SURVEY TECHNICIAN I	$103.00
FIELD SURVEY (1-Man Crew)	$172.00
FIELD SURVEY (2-Man Crew)	$229.00
SUE FIELD PROJECT MANAGER	$208.00
SUE FIELD TECHNICIAN	$144.00
EXPERT TESTIMONY	$365.00

*There is 10% upcharge to the rates shown for electrical engineering

REIMBURSABLES

Equipment	Rate
Vehicle Mileage	Current IRS Standard Mileage Rate
ATV / Snowmobile	$125.00/day
UTV	$250.00/day
Flow Tote	$125.00/day
Reproduction	
Black & White Plots	$ 5.50/sheet
Mylar Plots	$19.00/sheet
Color Plots	$30.00/sheet
Photocopies	$ 0.25/page

Miscellaneous

10% will be added to all direct expenses, including FedEx, special delivery and courier charges, special consultants, subcontractors, laboratory tests, airfare, lodging, meals, car rental, telephone, outside printing expense, etc. **Interest of 1.5% per month will be charged for invoices past 30 days.**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Big Blue Ditch Repair; Cimarron

Action Requested:

Parties to the Agreement:

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

Summary:

Big Blue Ditch Repair Letter of Support

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/29/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 11/5/2024

Revised April 2015

GUNNISON COUNTY
COUNTY COMMISSIONERS

Gunnison County Board of County Commissioners
Phone: (970) 641-0248 | Fax: (970) 641-3061
Email: bocc@gunnisoncounty.org
Website: www.GunnisonCounty.org

November 5, 2024

Mr. Allen Distel, Board President
Cimarron Valley & River Watershed Coalition
400 South 3rd Street
Montrose, CO 81401

Dear Mr. Distel,

Gunnison County is pleased to write in support of your grant application in partnership with Big Blue Ditch Company to the Colorado River District's Emergency Repair Grant to help the Big Blue Ditch Company cover the cost of the emergency repair associated with their recent ditch breach.

Gunnison County recognizes the importance of irrigation ditches and canals to the region's agriculture production. This emergency repair, while critical for the continued supply of water to the lands irrigated by the Big Blue Ditch, also supports continued improvement of the ditch by utilizing pipe that is compatible with the Big Blue Ditch Piping and Headgate Rehabilitation Project. We also recognize the broader efforts of the Cimarron Valley & River Watershed Coalition and its diverse group of stakeholders to protect, restore, and safeguard the Cimarron, Little Cimarron, and Blue Creek watersheds.

We strongly support your grant application for emergency repair funds.

Sincerely,
Gunnison County Board of County Commissioners

_____	_____	_____
Jonathan Houck	Elizabeth Smith	Laura Puckett Daniels
Commissioner	Commissioner	Commissioner

Cimarron Valley
& River Watershed Coalition

CVRWC.ORG

All,
The Cimarron Valley & River Watershed Collision is applying for an emergency grant from the Colorado River Water Conservancy District to help cover the cost of a emergency repair to the Big Blue Ditch this past spring. The repair cost over $155,000 to repair, the coalition is applying for $49,999 from the CRWCD to help cover the costs for this repair.
The project required to move several thousand yards of material (6,500 CY est.) to rebuild the washed out hillside and dig into the hillside to create a pad in which to install 200 feet of 60 inch HDPE bell and spigot pipe and install a liner for the inlet to the pipe.
This emergency repair is in the same main ditch that the coalition was successful in receiving grants for phase 1 of the ditch improvement that will replace the inlet structure and pipe the first 500 feet of ditch. We would like to thank you for your support of that project.

We would a appreciate your support for this project, Blue Ditch Emergency Repair, in the form of a support letter.

Thank You

Allen Distel

Allen Distel President

(970) 249-8707
info@cvrwc.org
www.cvrwc..org

Cimarron Valley & River Watershed Coalition
400 S. 3Rd.St.
Montrose, Co.81401

Allen Distel
President

CAT
DEERE

CAT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; State Land Board Lease Renewals

Action Requested:

Parties to the Agreement:

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

Summary:

Letter of Support; CPW; State Land Board Lease Renewals for local State Wildlife Areas (SWAs)

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/29/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 11/5/2024

Revised April 2015

COLORADO
Parks and Wildlife
Department of Natural Resources

Gunnison Service Center
300 W New York Ave
Gunnison, CO 81230
P 970.641.7060 | F 970.641.7883

Gunnison Board of County Commissioners
200 East Virginia Ave
Gunnison, CO 81230

RE: State Land Board Lease Renewals for local State Wildlife Areas (SWAs)

Dear Commissioners,

Colorado Parks and Wildlife (CPW) would like to request your support in renewing several long-standing leases with the State Land Board for the Almont Triangle, Cabin Creek, and Leaps Gulch State Wildlife Areas (SWAs) in Gunnison County.

The Almont Triangle SWA is located north of Almont, east of Highway 135. Leaps Gulch SWA is located to the southeast of Almont. The Cabin Creek SWA is east of Gunnison, north of Highway 50. All of these properties provide important habitat for a myriad of wildlife, including winter range for mule deer and elk, and seasonal habitat for Gunnison sage-grouse. These properties also accommodate wildlife related recreational access, particularly during the fall big game hunting seasons. When viewed in conjunction with adjacent Federal public lands, these SWAs help create large, contiguous blocks of wildlife habitat necessary for sustaining our tremendous local wildlife resources.

Renewing this lease will allow CPW to continue to promote wildlife conservation, and provide wildlife-related recreational opportunities in Gunnison County.

Thank you for your consideration of this request. Please feel free to draft your own letter of support, but for your convenience I have provided a signature concurrence line on this letter. If you have any questions, please feel free to call me at (970) 275-4295.

Very Respectfully,

Brandon Diamond
Area Wildlife Manager
Gunnison- Area 16
Colorado Parks and Wildlife

We support Colorado Parks and Wildlife renewing State Land Board leases for the referenced State Wildlife Areas in Gunnison County

_____

Gunnison Board of County Commissioners

Jeff Davis, Director, Colorado Parks and Wildlife
Parks and Wildlife Commission: Dallas May, Chair · Richard Reading, Vice-Chair · Karen Bailey, Secretary · Jessica Beaulieu
Marie Haskett · Tai Jacober · Jack Murphy · Gabriel Otero · Murphy Robinson · James Jay Tutchton · Eden Vardy

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Townhome Plat; LUC-24-00041; Dale

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Applicant requests approval of townhome plat at 84 and 88 Huckeby Way, Crested Butte South.

Fiscal Impact:

Submitted by: Rachael Blondy **Submitter's Email Address:** rblondy@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 10/30/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/30/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/1/2024

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

Agenda Date: 11/5/2024

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Rachael Blondy, *Planner*
(970) 641-7932
rblondy@gunnisoncounty.org
www.GunnisonCounty.org

To: Gunnison County Board of County Commissioners
RE: LUC-24-00041 | Townhome Plat | Dale
Memo Date: October 29, 2024
Meeting Date: November 5, 2024

The Applicant, Carol Dale, requests the approval of a Townhome Plat at 84 and 88 Huckeby Way, Crested Butte, as shown in Exhibit A. The townhome was constructed under building permit no. BP-14-00140 and Certificates of Occupancy have been issued.

LUC-24-00041 was reviewed by planning staff and the County Attorney's Office on October 23, 2024 and was found to comply with the standards of Land Use Resolution Article 5 – *Administrative Review Projects That Require Land Use Change Permits*:

A. GENERAL STANDARDS. An application for a Land Use Change Permit for an Administrative Review Project shall comply with the following 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.

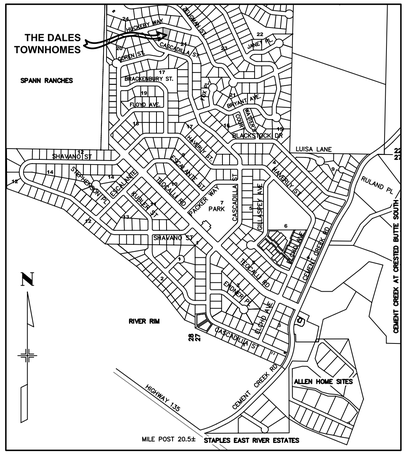
The project complies with both the general standards above and the standards of LUR Section 5-104:K – *Specifications For Condominium/Townhome Plats*, as the plat language matches what is required in the standards of this Section and the appropriate disclaimers are listed on the plat. Additionally, the project is compatible with community character, as other multiunit townhomes are nearby.

Thank you,

Rachael Blondy

Exhibits
You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-24-00041 . Click on "Attachments".

A. LUC-24-00041 – Dales Townhome Plat



VICINITY MAP
SCALE: 1"=1000'±

Attorney's Opinion

I, David Leinsdorf, an attorney at law 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 A. Brian Dale and Carol N. Dale and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by the title commitment.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. The effect of inclusions in any general or specific water conservancy, fire protection, soil conservation or other district or inclusion in any water service or street improvement area.
10. Reservations or exceptions, or an act authorizing the issuance thereof as created in the United States Patent recorded in Book 184 at Page 136.
11. Easement and right of way for cattle driveway as reserved in Warranty Deed recorded October 1, 1936 in Book 245 at Page 364.
12. Non-exclusive easements for right of way for roads over right of way in Crested Butte South, all filings, for access to and from lands owned by Crested Butte Highlands, Inc. granted in instrument recorded May 12, 1977 in Book 502 at Page 237.
13. All matters as shown on the Plat of Crested Butte South - Third Filing, recorded January 8, 1971 as Reception No. 282791.
14. Covenants and Restrictions of Crested Butte South recorded August 26, 1970 in Book 420 at Page 404, in Resolution of the Crested Butte South Property Owner's Association Board of Directors Concerning the Amendment of the Covenants and Restrictions of Crested Butte South recorded January 21, 1983 in Book 589 at Page 304, in Resolution recorded December 8, 1988 in Book 661 at Page 284, in Resolution recorded April 27, 1990 in Book 677 at Page 578, in Resolution recorded April 27, 1990 in Book 677 at Page 581, in Resolution recorded November 20, 1990 in Book 684 at Page 901, in Resolution recorded June 8, 1993 in Book 725 at Page 218, in Resolution recorded October 22, 1993 in Book 733 at Page 740, and in Resolution recorded December 15, 1994 in Book 757 at Page 223.
15. Amendment to the Covenants and Restrictions of Crested Butte South recorded August 26, 1970 in Book 420 at Page 404 regarding regulation of modular or factory built structures recorded May 1, 1996 in Book 782 at Page 202.
16. Amendment to the Covenants and Restrictions of Crested Butte South recorded August 26, 1970 in Book 420 at Page 404 regarding minimum size of Multi-Family structures recorded May 1, 1996 in Book 782 at Page 203.
17. Amendment to the Covenants and Restrictions of Crested Butte South recorded August 26, 1970 in Book 420 at Page 404 regarding residential uses on commercial property recorded May 1, 1996 in Book 782 at Page 204.
18. Amendment to the Covenants and Restrictions of Crested Butte South recorded August 26, 1970 in Book 420 at Page 404 regarding resubdivision recorded May 1, 1996 in Book 782 at Page 205.
19. Notice of Amendment to the Covenants and Restrictions of Crested Butte South recorded November 22, 1996 as Reception No. 472225.
20. Amendment to the Covenants and Restrictions of Crested Butte South recorded March 27, 1998 as Reception No. 482581.
21. Resolution Concerning Setbacks for Driveways, Septic Tanks and Wells recorded April 30, 1998 as Reception No. 483318.
22. Resolution Concerning Lot Appearance recorded October 19, 1998 as Reception No. 487930.
23. Rules and Resolutions Regarding Dogs recorded November 8, 1999 as Reception No. 497644.
24. Amending the Resolution Concerning Building Deposits recorded March 22, 2001 as Reception No. 509429.
25. Resolution of the Board of Directors of Crested Butte South Property Owner's Association, Inc. Rules and Regulations Regarding Outdoor Commercial Vendors recorded September 25, 2001 as Reception No. 514482.
26. Resolution of the Board of Directors of Crested Butte South Property Owner's Association, Inc. Concerning the Provision of the Use of Metal Siding on the Exterior of Buildings in Crested Butte South recorded February 5, 2002, as Reception No. 517978.
27. Resolution of the Board of Directors of Crested Butte South Property Owner's Association, Inc. recorded June 23, 2003 as Reception No. 531851.
28. Board of County Commissioners of Gunnison County Resolution No. 03-46 recorded September 25, 2003 as Reception No. 535203.
29. Amendment to Covenants and Restrictions of Crested Butte South recorded February 23, 2004 as Reception No. 539220.
30. Board of County Commissioners of Gunnison County Resolution No. 43 Series 2004 recorded July 29, 2004 as Reception No. 544256.
31. Certificate of Administrative Review recorded August 21, 2014 as Reception No. 628385.
32. real property taxes for 2024 due in 2025.

Dated this ____ day of _____, 2024.

_____
David Leinsdorf
Attorney-at-Law
Registration No. 2740

LAND SURVEYOR'S CERTIFICATE

I, Norman C. Whitehead, being a Registered Land Surveyor in the State of Colorado do certify that this Townhouse Plat of THE DALES TOWNHOMES, Units 88 and 84 was made by me and under my supervision and is accurate to the best of my knowledge, that the improvements as constructed conform substantially to this townhome plat, that this plat fully and accurately depicts the layout, measurements and location of all of the improvements on the real property, the townhome designation.

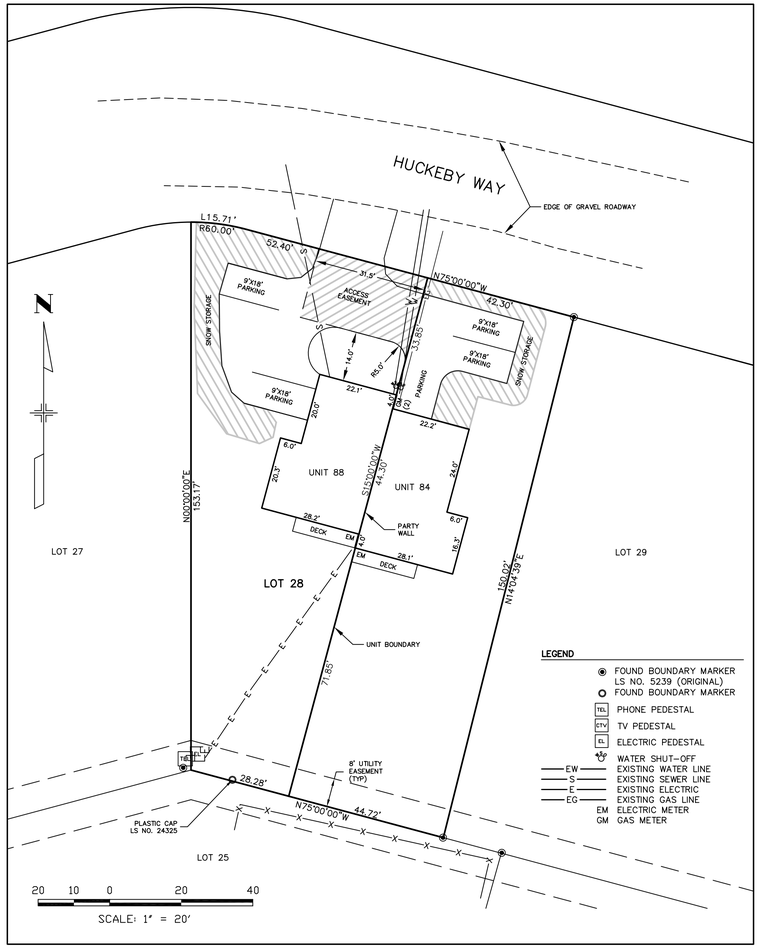
Dated this 18th day of July, 2024.

_____
Norman C. Whitehead, P.E.-P.L.S.
Colorado No. 27739

PLAT OF
THE DALES TOWNHOMES

LOT 28, BLOCK 21
CRESTED BUTTE SOUTH - THIRD FILING
GUNNISON COUNTY, COLORADO

ALSO BEING LOCATED WITHIN THE
NE1/4 SE1/4 SECTION 21
TOWNSHIP 14 SOUTH, RANGE 85 WEST
OF THE SIXTH PRINCIPAL MERIDIAN



NOTES:

1. Any person who acquires any interest in any of the real property platted in this Plat shall be deemed to have accepted the terms, conditions, exceptions, restrictions, limitations and definitions set forth herein and in the Party Wall Agreement recorded as Reception No. _____ in the records of the Clerk and Recorder of Gunnison County, Colorado.
2. According to Colorado law, you must commence legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the surveyor §s certificate shown herein.
3. A blanket easement exists across Lot 28, Block 21, Crested Butte South, Third Filing, under all of the units and the improvements situated thereon, for the benefit of all unit owners of Lot 28, Block 21, Crested Butte South - Third Filing, for the installation, replacement, repair and maintenance of all utilities including but not limited to water, sewer, gas, telephone, electricity and cable television, together with any lawn sprinkler system and drainage facilities.
4. All utility locations are approximate and shall not be relied upon for construction. The appropriate agencies should be contacted before digging.
5. Under Colorado's Fence Law, C.R.S. 35-46-101, lot owners are hereby notified that fencing out livestock is the responsibility of the Crested Butte South Property Owners Association or lot owners. Crested Butte South Property Owners Association is responsible for maintaining the perimeter fence around Crested Butte South.
6. Animals must be controlled by kenneling, leashing or other physical restraint. Any expense of enforcing domestic animal control restrictions by Gunnison County shall be at the expense of the animal's owner.

DEDICATION

(I, We), A. Brian Dale and Carol N. Dale, being the owner(s) of the land described as follows: Lot 28, Block 21, CRESTED BUTTE SOUTH - THIRD FILING, containing 0.32 acres, in Gunnison County, Colorado, under the name of THE DALES TOWNHOMES, have laid out, platted and/or subdivided the same as shown on this plat and do hereby permanently dedicate and convey to the owners of 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 dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

In witness whereof, A. Brian Dale and Carol N. Dale have subscribed their names this _____ day of _____ A.D., 2024.

_____ _____
A. Brian Dale Carol N. Dale

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing Dedication was acknowledged before me this _____ day of _____, A.D., 2024, by A. Brian Dale and Carol N. Dale.

Witness my hand and official seal.

My commission expires:

_____
Notary Public

WARNING AND DISCLAIMER OF WILDFIRE HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

We, A. Brian Dale and Carol N. Dale (owner(s) of property) on behalf of myself/ourselves 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, and any improvements thereto. I/We 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.

WARNING AND DISCLAIMER OF GEOLOGIC HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

We, A. Brian Dale and Carol N. Dale **(owner(s) of property) on behalf of myself/ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of geologic hazard areas that may affect the use and occupancy of this property, and any improvements thereto. I/We 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 agree 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.**

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of THE DALES TOWNHOMES is approved this _____ day of _____, A.D. 20____, and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

_____
Chairperson, Gunnison County Board of Commissioners
Attest:

_____
Gunnison County Clerk and Recorder

COMPLIANCE WITH BOARD OF COUNTY COMMISSIONERS' RESOLUTION

The property described on this plat 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 and Recorder of Gunnison County.

CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION APPROVAL

The within plat of THE DALES TOWNHOMES is approved this _____ day of _____, A.D. 2024.

By_____
Andrew Sandstrom, Crested Butte South Property Owners Association Board President

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This plat was accepted for deposit in the office of the Clerk and Recorder of Gunnison County, Colorado, on this ____ day of _____, 2024, Deposit Number _____.

Time _____, Date _____.

_____
Gunnison County Clerk and Recorder

THE DALES TOWNHOMES
LOT 28, BLOCK 21
CRESTED BUTTE SOUTH - THIRD FILING
GUNNISON COUNTY, COLORADO

Prepared By:
NCW & Associates, Inc.
P.O. Box 3688 Crested Butte
(970) 349-6384 Colorado 81224

PROJECT: 24073	DWG.: PLAT28
DATE: 10/8/24	SHEET 1 OF 1

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; LUC-24-00020; Terraplen Holdings LLC /

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Applicant is proposing a 6-lot subdivision of Lot R1 in Larkspur Subdivision.

Fiscal Impact:

Submitted by: Rachael Blondy **Submitter's Email Address:** rblondy@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 10/30/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 10/30/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/1/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 11/5/2024

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Rachael Blondy, *Planner*
(970) 641-7932
rblondy@gunnisoncounty.org
www.GunnisonCounty.org

To: Gunnison County Board of County Commissioners
Re: LUC-24-00020 | Terraplen Holdings LLC / Larkspur Subdivision | Minor Impact Review
Memo Date: October 29, 2024
Meeting Date: November 5, 2024

1. Project Summary

The Applicant is proposing a subdivision of Lot R1 in Larkspur Subdivision into six lots ranging from 0.28 acres to 0.37 acres with a 0.86 acre Open Space lot to be dedicated to the Larkspur Subdivision HOA. Lot R1 was previously platted with the intent of constructing a recreational facility. Lot R1 has remained vacant and undeveloped since the original plat was approved. On April 2, 2024, the HOA requested and received Board of County Commissioners (Board) approval of the Second Amendment to the Declaration of Protective Covenants, which changed the permitted uses of Lot R1 to allow for a future subdivision application.

No additional roads will be added for this subdivision. Future development will tie into the East River Regional Sanitation District and the Larkspur Community Association, Inc. is responsible for supplying water, both potable and non-potable, and for fire protection. The Association has adequate capacity and can legally and physically provide both potable and non-potable water service to the proposed six residential lots.

The Project would be classified as a Major Impact Project, based upon Gunnison County Land Use Resolution (LUR) Section 7-101:A *More Than Four Units*, because the application is for a six-lot subdivision. The Applicant requested an impact classification reduction on April 5, 2024, from a Major Impact to a Minor Impact. Planning Commission met for work sessions on July 11, 2024, during which the applicant gave a presentation (available on Citizen Access "Applicant Presentation") and July 18, 2024, during which Planning Commission found the proposal satisfied the standards of LUR Section 3-111:B *Criteria for Classifying Impact,* and approved the Applicant's request for an impact classification reduction from Major to Minor Impact. The Gunnison County Planning Commission recommended approval (*Exhibit B. Recommendation*) of LUC-24-00020 at joint public hearing with the Board of County Commissioners on September 19, 2024.

2. Request of the Board of County Commissioners

The Gunnison County *Land Use Resolution* states in Section 6-106. L. *Board Decision On Optional Board Public Hearing On Subdivision, Condominium Or Townhome Development, Or Water Impoundment Project Classified As Class II Dam,* that if an application is for a subdivision, the Board shall have the option of conducting a public hearing to consider the application and the Planning Commission's recommendation. Within 20 days of receipt of the Planning Commission's recommendation, the Board shall determine whether or not to conduct a public hearing. A decision to conduct or not to conduct

such a hearing shall be based on the Board's determination of whether it is in the public interest to do so, considering among other factors the following:

1. *LEVEL OF PUBLIC INTEREST. There has or has not been substantial public interest in the proposal; or*
2. *IDENTIFICATION OF NEW ISSUES. Whether it is reasonably probable that new issues related to the application of the proposed land use change will be identified; or*
3. *IDENTIFICATION OF NEW INFORMATION. Whether it is probable that new information related to the application will be provided.*
4. *BOARD PUBLIC HEARING. If the Board chooses to conduct a public hearing, the following shall apply:*
    a. *HEARING NOTICE. Public notice that the Board will conduct a public hearing to consider the Preliminary Plan shall be pursuant to Section 3-112: Notice of Public Hearing.*
    b. *CONDUCT OF HEARING. The Board hearing shall be conducted pursuant to Section 3-113: Conduct of a Public Hearing.*

No neighboring property owners attended the public hearing; and the only concerned comments received regarded the potential of additional tennis court parking spots. There have not been any new issues or new information identified since the Planning Commission recommendation.

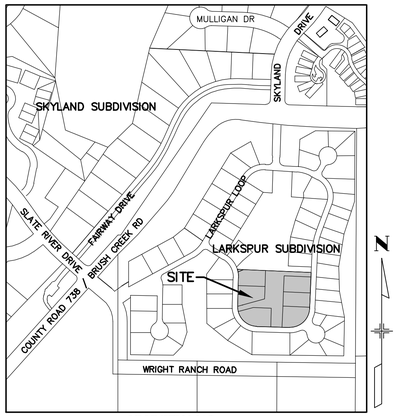
Staff has prepared a draft resolution for Board review and consideration (*Exhibit C. Draft Resolution)*.

3. Exhibits

To view the entire application, visit https://permitdb.gunnisoncounty.org/citizenaccess/, navigate to *Projects*, select *Application Number,* and search for "*LUC-24-00020*".

A. Plat
B. Planning Commission Decision Document
C. Draft Resolution

EXHIBIT A



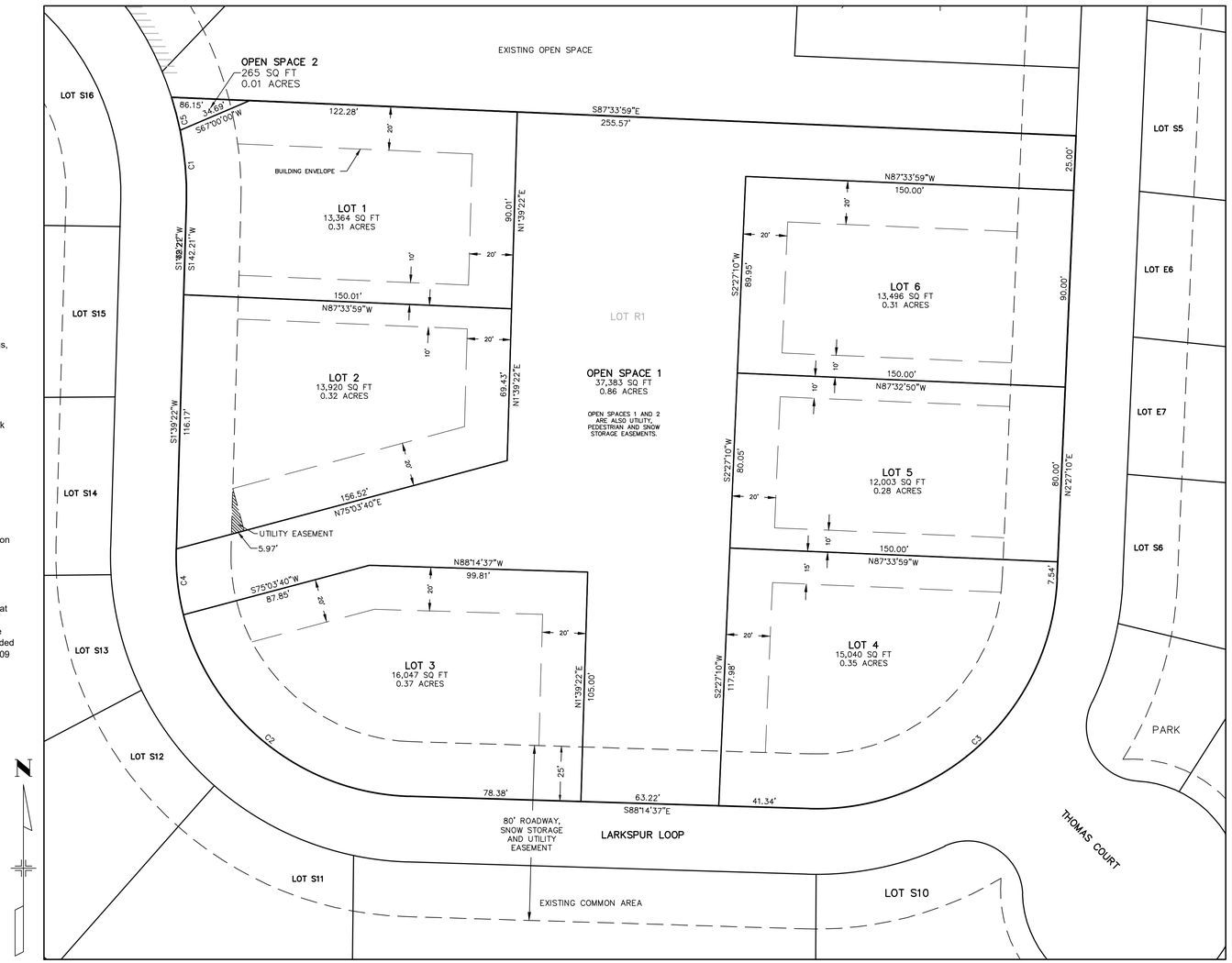
VICINITY MAP
1" = 400'±

REPLAT OF

LOT R1

LARKSPUR SUBDIVISION, GUNNISON COUNTY, COLORADO

LOCATED WITHIN THE
SE1/4 NE1/4 SECTION 12
T14S, R86W, 6TH PRINCIPAL MERIDIAN
GUNNISON COUNTY, COLORADO



ATTORNEY'S OPINION

I, Jacob A. With, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in Terraplen Holdings, LLC, a Colorado limited liability company and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. The lien for real property taxes for the current and future years.
2. All matters shown on this plat.
3. Inclusion of the property within any special taxing district.
4. All matters not set forth in the real property records or shown hereon.
5. Rights, reservation and other matters set forth in United States patent recorded May 8, 1909 in Book 101 at page 428 and in patent recorded January 4, 1922 in Book 184 at page 298.
6. Right of way for ditches or canals as reserved in United States patent recorded January 4, 1922 in Book 184 at page 298.
7. Effect of order of inclusion within the Crested Butte Fire Protection District recorded November 21, 1994 in Book 756 at page 62.
8. Terms, conditions, and provisions set forth in Board of County Commissioners of Gunnison County Resolution No. 59, Series 2005 recorded December 27, 2005 under Reception No. 561724 and Resolution No. 57, Series 2006 recorded August 4, 2006 under Reception No. 567677.
9. Terms, conditions, provisions and easements set forth in Board of County Commissioners of the County of Gunnison, Colorado Resolution No. 06-54 authorizing the execution of a deed of dedication recorded July 31, 2006 at Reception No. 567465.
10. Declaration of Protective Covenants Larkspur recorded August 21, 2006 under Reception No. 568253, amendment recorded June 29, 2009 under Reception No. 591519, amendment recorded December 5, 2016 under Reception No. 643637 (approved by Board of County Commissioners of Gunnison County, Colorado Resolution No. 16-41 recorded October 5, 2016 under Reception No. 642493 and rerecorded October 19, 2016 under Reception No. 642802) and amendment recorded at Reception No. _____.
11. All matters, including easements, conditions, covenants, restrictions, reservations and notes, on the Plat of Larkspur Subdivision recorded August 21, 2006 under Reception No. 568254 and the Amended Plat recorded June 19, 2009 under Reception No. 591518 and the ratification recorded June 29, 2009 under Reception No. 591757.
12. All matters set forth in the Development Improvement Agreement recorded August 21, 2006 under Reception No. 568259.
13. Effect of the provisional augmentation certificate recorded August 29, 2006 under Reception No. 568469.

Dated this ____ day of _____, 2024.

_____
Jacob A. With, Atty. Reg. #:40546
Law of the Rockies

LAND SURVEYOR'S CERTIFICATE

I, Norman C. Whitehead, being a registered land surveyor in the State of Colorado, do hereby certify that the survey of this Plat was made by me and under my supervision and is accurate to the best of my knowledge.

Dated this _____ day of _____, 2024.

_____
Norman C. Whitehead, P.E.-P.L.S.
Colorado No. 27739

ORIGINAL SHEET SIZE: 24"X36"

Curve Table					
Curve	Length	Radius	Delta	CH Direction	CH Length
C1	33.24'	145.00'	13°08'01"	S4° 54' 39"E	33.17'
C2	142.15'	110.00'	74°02'33"	S51° 13' 20"E	132.46'
C3	171.45'	110.00'	89°18'13"	N47° 06' 16"E	154.62'
C4	30.44'	110.00'	15°51'26"	S6° 16' 21"E	30.35'
C5	15.58'	145.00'	6°09'28"	N14° 33' 24"W	15.58'

NOTES

1. According to Colorado law you must commence legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the surveyor's certificate shown hereon.
2. Under Colorado's Fence Law, C.R.S. Title 35, Article 46, lot owners are hereby notified that fencing out livestock is the responsibility of the Larkspur Property Owners Association or lot owners. Larkspur Property Owners Association is responsible for maintaining the perimeter fence around Larkspur.
3. Animals must be controlled by kenneling, leashing or other physical restraint. Any expense of enforcing domestic animal control restrictions by Gunnison County shall be at the expense of the Larkspur Property Owners Association.
4. An irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch and leave natural debris on the bank of the ditch.
5. BASIS OF BEARING: N87°33'59"W between monuments found at the northwest corner and northeast corner of Lot R1.
6. Distances are in U.S. Survey feet.

DEDICATION

I, _____, being the owner of the land described as follows:

Lot R1, LARKSPUR, according to the Plat of Larkspur Subdivision recorded August 21, 2006 under Reception No. 568254 and the Amended Plat recorded June 19, 2009 under Reception No. 591518 and the ratification recorded June 29, 2009 under Reception No. 591757., County of Gunnison, State of Colorado (2.79 acres ±), in Gunnison County, Colorado,

under the name of PREPLAT OF LOT R1 have laid out, platted and/or subdivided the same as shown on this plat and do hereby permanently dedicate and convey to the owners of 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 dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

In witness whereof _____ has (have) subscribed his, her, their name(s) this

_____day of _____, A.D. 2024.

By _____
Owner(s), Mortgagee(s) and Lien holder(s)

_____

By: _____

_____

State of _____)
) ss.
County of _____)

The foregoing Dedication was acknowledged before me this _____ day of _____, A.D. 2024 by _____.

My commission expires: _____

My address is: _____

Witness my hand and official seal.

_____
Notary Public

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of REPLAT OF LOT R1 is approved this _____ day of _____, A.D. 2024, and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

_____
Chairperson, Gunnison County Board of Commissioners

Attest:

_____
Gunnison County Clerk and Recorder

COMPLIANCE WITH CERTIFICATE OF APPROVAL

The property described on this plat is subject to all the requirements, terms and conditions of Certificate of Approval No. _____, recorded at Reception No._____ of the Records of the Clerk and Recorder of Gunnison County.

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this ____ day of _____, A.D. 2019, Reception No. _____ Time_____, Date_____.

_____
Gunnison County Clerk and Recorder

30 15 0 30 60
SCALE: 1" = 30'

PRELIMINARY

REPLAT LOT R1
LARKSPUR SUBDIVISION
GUNNISON COUNTY, COLORADO

Prepared By:
NCW & Associates, Inc.
P.O. Box 3688 — Crested Butte
272 Goren St. — Colorado 81224
(970) 349-6384 — Fax (970) 349-6297

PROJECT: 23109.00	DWG.: PLAT
DATE: 3/2/24	SHEET 1 OF 1

EXHIBIT B

TO: **Planning Commission**

SUBJECT: **Planning Commission Decision**
Terraplen Holdings LLC Minor Impact
LUC-24-00020

DATE: **September 19, 2024**

PREPARED BY: **Rachael Blondy**

At its regular scheduled public hearing meeting on September 19, 2024 the Planning Commission made recommendation for approval for the following Minor Impact Decision in a 4 to 0 vote, motioned by Julie Baca and seconded by Fred Niederer.

PROJECT DESCRIPTION:

The Applicant is proposing a subdivision of Lot R1 in Larkspur Subdivision into six lots ranging from .28 acres to .37 acres with a .86 acre Open Space lot to be dedicated to the Larkspur Subdivision HOA. Lot R1 was previously platted with the intent of constructing a recreational facility. Lot R1 has remained vacant and undeveloped since the original plat was approved. On April 2, 2024, the HOA requested and received Board of County Commissioners approval of the Second Amendment to the Declaration of Protective Covenants, which changed the permitted uses of Lot R1 to allow for a future subdivision application. No additional roads will be added for this subdivision.

PLANS/REPORTS/SUBMITTALS:

Plans, reports, letters and other submittal documents informing this decision include, but are not limited to:

- Application 4/5/2024
- Proposed Subdivision Plat 4/5/2024
- Preliminary Utility Plan 4/5/2024
- Drainage Report and Plan 4/5/2024
- Existing Larkspur Plat 4/5/2024
- Larkspur Community Association Statement of Support 4/3/2024
- East River Regional Sanitation District Statement of Support 3/4/2024
- Crested Butte Fire Protection District Comments 6/12/2024
- Planning Commission Staff Memo 7/3/2024
- Planning Commission Staff Report 7/3/2024
- Planning Commission Staff Memo 9/12/2024

IMPACT CLASSIFICATION:

The Project would be classified as a Major Impact Project, based upon Gunnison County Land Use Resolution SECTION 7-101:A More Than Four Units, because the application is for a six-lot subdivision. The Applicant requested an Impact Classification Reduction on April 5, 2024, from a Major Impact to a Minor Impact.

The Impact Classification for this project is a Minor Impact Project. On July 18, 2024, Planning Commission found it met the standards listed in Section 3-111:B.1: demand for public services, impacts on impact area and environment and impacts related to all existing and proposed development in impact area and voted to reduce impact classification from Major Impact Project to Minor Impact Project.

MEETING DATES:

The Planning Commission held work sessions and public hearings to discuss the application on the following dates:

- July 11, 2024 Work Session
- July 18, 2024 Work Session
- September 19, 2024 Public Hearing

SITE VISIT:

The Planning Commission determined that a site visit was not necessary, as many of the Commissioners were familiar with the area.

REVIEW AGENCY REFERRAL COMMENTS:

A copy of the complete application was sent via email on April 30, 2024 to the following agencies:

- Colorado Geological Survey – Jill Carlson
- Crested Butte Fire Protection District – Ric Ems
- Town of Crested Butte – Troy Russ (No comments received)
- Gunnison County Public Works – Martin Schmidt (No comments received)
- Gunnison Watershed School District – Leslie Nichols (No comments received)

Comments from the agencies and are noted in the applicable sections below.

COMPLIANCE WITH APPLICABLE SECTIONS OF THE GUNNISON COUNTY *LAND USE RESOLUTION:*

Section 9-101:E *Standards for Development of a Detached Secondary Residence or Secondary Structure Intended for Sleeping*

Larkspur Covenants Article VI GENERAL USE REQUIREMENTS AND RESTRICTIONS states that Single Family Lot includes “one residential building containing one primary dwelling unit…no detached outbuildings are allowed”. Given that the proposed six lots are defined as Single Family, only one primary dwelling unit will be allowed on each.

Section 10-102: *Locational Standards for Residential Development.*

The proposed subdivision is within the already existing subdivision of Larkspur and would be compatible with the surrounding uses. The location results in no significant net adverse impact to the neighborhood. Larkspur is within the Three-Mile Area of Crested Butte, and therefore meets the locational standards.

Section 10-103: *Residential Density.*

The proposed subdivision is within the already existing subdivision of Larkspur and would be compatible with the surrounding neighborhood. The surrounding lot sizes range from .16 acres to .30 acres, and the proposed lots span from .28 acres to .37 acres, which meets the primary residential lot size and density standards.

The location of this subdivision would increase density in an area where it is preferable to have higher density. The development is within the Town of Crested Butte’s three mile area.

As discussed in Sections 12-105 and 12-106, the proposed development would be served by public wastewater and public water services.

As discussed in Section 13-108, the increased density will be mitigated through the addition of open space.

Section 11-104: *Development in Areas Subject to Geologic Hazards*
Proposed subdivision is not in a mapped geologic hazard. Colorado Geological Survey provided comment:

> "I agree with the staff report that the LUC-24-00020 Larkspur Subdivision infill site is not exposed to any geologic hazards or unusual geotechnical constraints that would preclude approval of the proposed 6-lot subdivision. The site is underlain by glacial till of variable engineering properties over potentially short distances, so lot-specific geotechnical investigations are recommended."

Section 11-105: *Development in Areas Subject to Wildfire Hazards.*
All future development will be required to comply with applicable Fire and WUI codes at time of permit. All future development will need to be referred to and reviewed by Crested Butte Fire Protection District (CBFPD).

Section 12-103: *Road System*
Larkspur Loop exists as shown on the proposed subdivision plat. No additional roads will be added for this subdivision.

All individual parcels will be required to apply for an access permit through Gunnison County Public Works to ensure they abide by road and bridge construction standards and municipal standards.

Section 12-105: *Water Supply*.
The Larkspur Community Association, Inc. is responsible for supplying water, both potable and non-potable, and for fire protection. The Association has adequate capacity and can legally and physically provide both potable and non-potable water service to the proposed six residential lots.

As shown in the Water Operations Inc, Letter and the Letter from Larkspur Community Association Regarding Water, the applicant hired John M. Dietrich, a Certified Water Professional, and Norman Whitehead P.E.-P.L.S. to review the 2006 water rights decreed. They determined that the additional six residential units will require less water than the amount originally allocated for the originally proposed recreation center.

The review comments that there is and will be an adequate and reliable water supply for over 100 years.

Section 12-106: *Wastewater Treatment*
As shown in their letter, the East River Regional Sanitation District (ERRSD) has done the calculations on adding the proposed six single family residences and has determined that the proposed use falls below the allocation originally provided.

The ERRSD is "willing and able to serve Larkspur Lot R-1 in the proposed subdivided format". See letter for more details.12-107: Fire protection

Applicant will be required to work with the Crested Butte Fire Protection District to ensure they meet standards.

Section 12-107: *Fire Protection*
The Crested Butte Fire Protection District provided comment on June 12, 2024 that access and water supply is compliant within the proposed land use change. Full comments can be found on Citizen Access.

All future development will need to be referred to and reviewed by Crested Butte Fire Protection District to ensure they meet standards.

The Larkspur Community Association, Inc. is responsible for supplying water, both potable and non-potable, and for fire protection. The Association has adequate capacity and can legally and physically provide both potable and non-potable water service to the six residential lots.

13-102:B: *Location within Municipal Three-Mile Plan*
There is no adopted municipal three mile plan with the Town of Crested Butte. The Town of Crested Butte did not provide comment.

Section 13-103: *General Site Plan Standards and Lot Measurements.*
The County approved setbacks will suffice as building envelopes on the proposed subdivided lots. All future development within the proposed subdivision will abide by the standards laid out in Section 13-103. The proposed lots are all less than 1-acre, but they will be served by a public waste-water treatment system. The surrounding lots are of similar size.

Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way*
The LUR states that front setbacks must be 25 feet, and side setbacks must be 15 feet. However, the Gunnison County Board of County Commissioners approved an amended plat for the Larkspur Subdivision, on June 2, 2009, to include 10-foot side setbacks. All future development in the proposed subdivision will abide by the approved 10-foot side setbacks.

Section 13-108: *Open Space and Recreation Areas.*
The proposed subdivision has set aside 31% of the land for open space, meeting the requirement set in Section 13-108:G.

Section 13-117: *Drainage, Construction and Post-Construction Stormwater Runoff.*
Applicant has provided a drainage plan. Stormwater runoff will be directed to the existing detention pond, however the Drainage Report states that “it is likely that most of this runoff will not reach the pond”.

As no structural development is proposed at this time, a drainage plan is not required.

Section 13-119: *Standards to Ensure Compatible Uses.*
The proposed development is unlikely to create any hazards or nuisances. It is unlikely to have adverse impacts to adjoining land, especially considering the neighboring parcels are the same residential use.

FINDINGS:

The Gunnison County Planning Commission finds that:

1. The project is classified as a Minor Impact Land Use Change pursuant to the Planning Commission decision on July 18, 2024 to reduce Impact Classification from Major Impact Project to Minor Impact Project.

2. The proposed subdivision is consistent with the residential development within the existing subdivision.

3. The proposed subdivision will be served by the East River Regional Sanitation District.

4. This application is consistent with the standards and requirements of this Resolution.

5. 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.

DECISION:

The Gunnison County Planning Commission, having considered the submitted plan, site observations and public testimony, has reached the above findings and recommends that LUC-24-00020 be classified as a Minor Impact, and be approved with the following conditions:

1. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.

2. A Gunnison County Reclamation Permit shall be required for any site disturbing activities on this parcel. That permit shall contain specific reclamation conditions. Disturbed areas shall be reseeded with an approved seed mix. For activities not requiring a Reclamation Permit, disturbed areas shall be reseeded with an appropriate seed mix. Colorado Parks and Wildlife (CPW) and/or the Natural Resources Conservation Service (NRCS) are available to help identify an appropriate seed mix.

3. Property owners shall control or attempt to eradicate any noxious weeds that occur on the property. A list of noxious weeds may be found in the Colorado Noxious Weed list: www.colorado.gov/pacific/agconservation/noxious-weedspecies The Gunnison County Weed Management Program should be contacted (970-641-4393) for additional information and technical assistance.

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.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 24 - ____

CONCERNING LUC-24-00020, A LAND USE CHANGE PERMIT APPLICATION FOR A MINOR IMPACT LAND USE CHANGE FOR A 6-LOT SUBDIVISION LOCATED AT THE PROPERTY COMMONLY DESCRIBED AS 426 LARKSPUR LOOP, PARCEL NO. 3255-120-35-009 AND LEGALLY DESCRIBED AS LOT R1, LARKSPUR, ACCORDING TO THE PLAT RECORDED AUGUST 21, 2006 AT RECEPTION NO. 568254, AND THE AMENDED PLAT OF LARKSPUR RECORDED JUNE 19, 2009 AT RECEPTION NO. 591518, COUNTY OF GUNNISON, STATE OF COLORADO.

WHEREAS, the Applicant, Terraplen Holdings LLC proposes the subdivision of Lot R1, Larkspur, subdividing a 2.79-acre undeveloped parcel into six lots (Lot 1 – 0.31 acres, Lot 2 – 0.32 acres, Lot 3 – 0.37 acres, Lot 4 – 0.35 acres, Lot 5 – 0.28 acres, Lot 6 – 0.31 acres) with a 0.86 acre Open Space lot to be dedicated to the Larkspur Subdivision HOA ("Subdivision"). Public improvements include a 24ft x 24 ft picnic pavilion, a single-occupant restroom with electricity, 865 linear feet of trails for summer use, a 20ft x 10ft floating dock and 5 vehicle parking spots; and

WHEREAS, the parcels are subject to the Larkspur Subdivision's existing Declaration of Protective Covenants, Reception No. 568253 and the Second Amendment to the Declaration of Protective Covenants, Reception No. 695886; and,

WHEREAS, the parcels will be served by East River Regional Sanitation District ("ERRSD"). The ERRSD provided letter stating the following:

> *The ERRSD is willing and able to serve Larkspur Lot R-1 in the proposed subdivided format. All properties located within the boundaries of the ERRSD will be served in accordance with and governed by the Districts Rules and Regulations*; and,

WHEREAS, the Larkspur Community Association, Inc ("Association") is responsible for supplying water, both potable and non-potable, and for fire protection to all lands and dwellings within Larkspur and those other units that are constructed on the Association/Maintenance and Recreation Parcels. The Association provided a letter stating the following:

> *The Association has adequate capacity and can legally and physically provide both potable and non-potable water service to the six residential lots and has mainlines in the immediate vicinity to those lots such that connection is feasible. The Association is willing to provide these services upon construction of the required connection infrastructure and payment of the required fees;* and,

WHEREAS, the parcels will be accessed by the existing Larkspur Loop road; and,

WHEREAS, the application was sent for referral to Colorado Geological Survey, Gunnison County Public Works, Gunnison Watershed School District, Crested Butte Fire Protection District and the Town of Crested Butte on April 30, 2024.

Responses were not received from the following departments/agencies: Gunnison County Public Works, Gunnison Watershed School District, and the Town of Crested Butte; and,

WHEREAS, pursuant to LUR Section 12-107 *Fire Protection,* the Crested Butte Fire Protection District provided a conditional approval letter on June 12, 2024 with comments as follows:

1. *Access…as shown on the site plan submitted May 16, 2024…is compliant.*
    a. *Currently part of the Larkspur subdivision-changing use from recreational to residential*
    b. *Individual access to each new residential lot will be reviewed at the building permit stage*
2. *Water supply…as shown on the plans submitted May 15, 2023…is compliant with comments;*
    a. *All fire hydrants are existing and the spacing is compliant*
    b. *Current fire flows provide 1750 gpm as approved during the Larkspur subdivision approval*
3. *Gas Meters…will be approved at the building permit stage.*

WHEREAS, Colorado Geological Survey provided comment as follows:

> *LUC-24-00020 Larkspur Subdivision infill site is not exposed to any geologic hazards or unusual geotechnical constraints that would preclude approval of the proposed 6-lot subdivision. The site is underlain by glacial till of variable engineering properties over potentially short distances, so lot-specific geotechnical investigations are recommended*; and,

WHEREAS, a Planning Commission work session was held on July 11, 2024 and the Planning Commission directed staff to schedule the public hearing; and,

WHEREAS, Planning Commission found the application met the standards for an impact classification reduction from Major to Minor pursuant to LUR 3-111:B on July 18,; and,

WHEREAS, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on September 19, 2024. The Gunnison County Planning Commission approved a Recommendation of conditional approval of the Subdivision and forwarded said Recommendation to the Board of County Commissioners for their review; and

WHEREAS, the Board of Commissioners did, on _____, 2024, receive and review the Planning Commission's Recommendation and considered the Recommendation in evaluating the request and intends to approve the request by the adoption in full of the Planning Commission's September 19, 2024 recommendation, with the following Findings and Conditions of Approval:

FINDINGS:
The Board finds that:

1. This application is consistent with the standards and requirements of this Resolution.

2. 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.*

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. LUC-24-00020 is approved as a Minor Impact 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 _____,

seconded by Commissioner _____, and passed on this ____ day of _____, 2024.

DRAFT

BOARD OF COUNTY COMMISSIONERS

Jonathan Houck, Chairperson	Elizabeth Smith, Commissioner	Laura Puckett-Daniels Commissioner

ATTEST:

Gunnison County Clerk and Recorder

DRAFT