

- 1 - Agenda, BOCC regular meeting Sept 5 2023
- 2 - CBOE - Gunnison Co Assessor 2023 Report
- 2a - CBOE - REC'D AT MEETING from Gunnison Co Assessor,
- 3 - consent 1 - Liquor License for Almont FBF Holdings LLC
- 3 - consent 2 - Liquor License for Harmels Operation LLC
- 4 - BOCC Calendar Schedule, Sept 5, 2023
- 5 - Letter of Support, CO Water Trust Grant Application
- 6 - consent 1 - Community Foundation of the Gunnison Valley, Community Grant Award
- 6 - consent 2 - Community Svcs Block Grant,, CDHHS, Community Needs and Assessment
- 6 - consent 3 - Region 10, Support for Senior Resources Specialist
- 6 - consent 4 - Contract Amerndment No 3 to 24 QAAA 186098, CDEC, SFY 2024
- 6 - consent 5 - Ack of CM Signature - GMUG Incident Base Camp contract - Lowline fire
- 6 - consent 6 - Housing Contracts (4)
- 6 - consent 7 - FAA Airport Improvement Program Grant Agreement 3-08-0030-063-2023
- 6 - consent 8 - Reapproval of BHA contract 24 IBEH 183800
- 7 - Resolution Establishing Districts of GC Commissioners
- 8 - Gunnison Co Grooming Permit for Gunnison Sno Trackers - Waiver of Min Insurance
- 9 - CCI Legislative Committee, Commissioner Designation forms

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, September 5, 2023

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

GUNNISON COUNTY BOARD OF EQUALIZATION:

- 8:30 am
- Call to Order
 - 2023 Gunnison County Assessor Report - Real and Personal Property Appeal Period
 - Adjourn

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

- 8:38 am
- Call to Order
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Alcohol Beverage License #03-14906; Almont FBF Holdings, LLC, dba Almont Resort, 10209 Hwy 135, Almont, CO; 9/29/2023 – 9/29/2024
 2. Alcohol Beverage License #04-01630; Harmels Operation, LLC, dba Harmels Ranch Resort, 6748 County Road 774, Almont, CO; 11/15/2023 – 11/15/2024
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:40 am
- Call to Order; Agenda Review
 - Scheduling
 - Letter of Support; Colorado Water Trust Grant Application to the Colorado Water Conservation Board; Collier Ditch Infrastructure and Flow Bypass Improvement Grant Application; Project Timeline: Oct 2023 – Nov 2023; \$426,500 Total Project Cost, \$50,000 Grant Request
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Grant Contract; 2023 Community Foundation of the Gunnison Valley Community Grant Award; American Legion Post 54 Accessible Restroom; 7/1/2023 – 5/31/2024; \$7,000
 2. Community Services Block Grant; Colorado Department of Health and Human Services; Community Needs Assessment and Community Action Plan; 2024-2026; \$67,190
 3. Region 10 Area Agency on Aging; Partial Support of Senior Resources Specialist Position; 7/1/2023 – 6/30/2024; \$33,464
 4. Contract Amendment #3 to 24 QAAA 186098; Colorado Department of Early Childhood; SFY 2024; \$69,694
 5. Acknowledgement of County Manager Signature; Modification #1, Emergency Facilities and Land Use Agreement; USDA – Grand Mesa, Uncompahgre & Gunnison National Forests; Lowline Fire Incident #CO-GMF-000176; Use of Fairground Facilities, located at 275 S. Spruce Street, Gunnison, CO; 8/8/2023; Not to Exceed \$50,000
 6. Acknowledgment of County Manager Signature; Contract Renewal Request Form, Multifamily Section 8 Contracts and Owner's Certification as to Compliance with Tenant Comment Procedures in 24 CFR 245; US Department of Housing and Urban Development; Mountain View Apartments

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, September 5, 2023

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

7. Federal Aviation Administration Airport Improvement Program, FY 2023 Airport Improvement (AIP) Grant Agreement; Grant Number 3-08-0030-063-2023; \$1,000,000 Federal Aviation Administration Maximum, \$55,555 Colorado Department of Transportation, \$55,556 Gunnison County Obligation
8. Re-Approval Following Budget Reallocations without Change to Total Dollar Amount; Colorado Department of Human Services Behavioral Health Administration Contract 24 IBEH 183800; Prevention of People with Behavioral Health Disorders Becoming Involved or Further Penetrating into the Criminal Justice System; Through 6/30/2024; \$721,511

• **COUNTY MANAGER'S REPORTS**

- 8:50 • Resolution; Establishing the Districts of Gunnison County Commissioners as a Result of the 2020 Federal Census
- 9:00 • Gunnison County Grooming Permit for Winter on Kebler Pass Road; Gunnison Sno Trackers; Request for Waiver on Minimum Insurance Liability Requirement
- 9:10 • Colorado Counties, Inc. Legislative Committee Commissioner Designation Forms; 1) for Assistant County Manager for Health, Human and Safety Services Joni Reynolds to Serve on the Legislative Committee to Vote on 2024 Legislative Priorities, and 2) Commissioner Designation
- 9:15 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.
- **BREAK**
- Executive Session, pursuant to C.R.S. sec. 24-6-402(4)(b) conference with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to United States Department of Agriculture, United States Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forests 2023 Revised Land Management Plan Environmental Impact Statement and Record of Decision
- Adjourn

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

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNRVdDemZjdC91aVBlZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2023 Gunnison County Assessor Report - Real and Pe

Action Requested: Motion

Parties to the Agreement: County Board of Equalization, Assessor

Term Begins:

Term Ends:

Grant Contract #:

Summary:

- 2023 Real & Personal Property Assessed Values and Appeal Summary Report
- Failure to Report Personal Property Report

Fiscal Impact: n/a

Submitted by: Kristy McFarland

Submitter's Email Address: kmcfarland@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 9/1/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/5/2023



Assessor's Office
221 N. Wisconsin St., Suite A
Gunnison, CO 81230

August 31, 2023

Gunnison County Board of Equalization
200 E. Virginia Ave.
Gunnison, CO 81230

Board Members,

I hereby submit the following report for the Real and Personal Property 2023 appeal period:

The numbers are as follows:	Real	Adjusted	=	566
		Denied	=	<u>1,179</u>
		Total	=	1,745
	Personal	Adjusted	=	4
		Denied	=	<u>0</u>
		Total	=	4

An abstract of the **approximate** assessed value for Gunnison County is as follows:

\$ 1,156,600,000. Real property assessed value (including State Assessed)
\$ 40,400,000. Personal property assessed value (including State Assessed)

\$ 1,197,000,000 Total approximate assessed value

Sincerely,

A handwritten signature in blue ink that reads "Kristy McFarland".

Kristy McFarland
Gunnison County Assessor

2023 Protest Master Log

APPEAL NO	ACCOUNT NO	OWNER	APPRAISER	DECISION	NOV VALUE	NOD VALUE	CHANGE
202300003	R005580	RICHLAND ALEXANDRA	ACOHEN	Deny	655800	655800	0
202300005	R032274	LEONARD HEATHER LYNN	CLINVILLE	Deny	396290	396290	0
202300006	R042675	HOOGE ANDREW R	MMAST	Deny	334880	334880	0
202300007	R070610	POND WALLACE K	KMCFARLAND	Deny	472080	472080	0
202300008	R013839	BOUVRIE LUKAS	CMCDONALD	Adjust	878520	478590	-399930
202300009	R027402	BRIN JARED W	KMCFARLAND	Deny	1065100	1065100	0
202300010	R041073	HUMPHREYS DANNA REVOCABLE TRUST	CMCDONALD	Deny	7581070	7581070	0
202300011	R043187	EAST RIVER PARCEL 4 LLC	MMAST	Deny	2037200	2037200	0
202300012	R015360	FUTTERMAN JOSHUA	MMAST	Deny	992300	992300	0
202300013	R031817	ALJETS CODIE	BBLACKETT	Adjust	696570	484890	-211680
202300014	R003678	RUPP MARC ERON REVOCABLE LIVING TRUST	CNUTGRASS	Adjust	555590	512440	-43150
202300015	R002150	BENNETT MARK S II	ACOHEN	Deny	373900	373900	0
202300018	R014667	OVERMYER D MICHAEL	CNUTGRASS	Adjust	747120	685360	-61760
202300019	R045013	JONES NICOLE ANN REVOCABLE TRUST	MMAST	Adjust	1233410	1136850	-96560
202300020	R015696	WHITMER DENNIS N	CMCDONALD	Deny	1346290	1346290	0
202300022	R042064	CADY GROOMS REAL ESTATE LLC	MMAST	Adjust	2809020	2194270	-614750
202300023	R042571	ROSATO PETER	MMAST	Deny	257600	257600	0
202300024	R013811	PALANS KEVIN E	CMCDONALD	Deny	528810	528810	0
202300028	R005322	7101 GOTHIC CB LLC	KMCFARLAND	Adjust	780250	715230	-65020
202300031	R008243	BEQUETTE ALLISON F	CMCDONALD	Adjust	157990	324540	166550
202300032	R016461	BLAIR JOSEPH M	CNUTGRASS	Adjust	102500	57500	-45000
202300033	R003117	ARNOTT WILLIAM P	CMCDONALD	Deny	1284680	1284680	0
202300035	R007910	HAFFEMAN ROBERT	CNUTGRASS	Adjust	838960	698850	-140110
202300037	R008521	WARDENBURG CHRISTOPHER	CNUTGRASS	Adjust	430940	360750	-70190
202300038	R008813	TULLIUS DAN L	CNUTGRASS	Deny	1185050	1185050	0
202300040	R003662	QUARTZ CREEK PROPERTIES LLC	CNUTGRASS	Adjust	391460	214730	-176730
202300041	R003842	BUCHANAN MATTHEW D	JZIMMERMAN	Adjust	202020	119720	-82300
202300042	R010183	CADWELL CHRISTINE K	CNUTGRASS	Adjust	564830	337680	-227150
202300044	R002952	COEN CANDACE E	CMCDONALD	Deny	1668230	1668230	0
202300045	R015382	HARTMANN JOERG	ACOHEN	Adjust	1057330	735800	-321530
202300046	R040582	1876 LLC	MMAST	Deny	3308120	3308120	0
202300047	R072132	TALENFELD ELIZABETH	CMCDONALD	Adjust	2180450	1615530	-564920
202300048	R074300	RIO GRANDE COMMUNITY LLC	JZIMMERMAN	Deny	634100	634100	0

2023 Protest Master Log

202300049	R073101	PURPOSE BACKED VENTURES LLC	BBLACKETT	Deny	512790	512790	0
202300050	R033502	MCGINNIS TRUST	MMAST	Adjust	2741220	2622390	-118830
202300051	R011652	MACMILLAN SEAN C	CNUTGRASS	Deny	474720	474720	0
202300053	R041940	SCHNEIDER WILLIAM S	ACOHEN	Deny	1490110	1490110	0
202300054	R073133	JOHNSON BARBARA J B	CMCDONALD	Deny	936860	936860	0
202300055	R042895	GRANDSAERT MATT F	ACOHEN	Deny	179400	179400	0
202300056	R030353	STARDUST LIVING TRUST	ACOHEN	Adjust	1248110	903810	-344300
202300057	R005726	MCDANIEL ROBERT CARL	MMAST	Deny	417600	417600	0
202300058	R043038	SMITH BRIAN JONATHAN	ACOHEN	Deny	245310	245310	0
202300059	R011988	STRACKER NORBERTH H III	CNUTGRASS	Deny	553000	553000	0
202300060	R003681	RUPP REVOCABLE LIVING TRUST	CNUTGRASS	Deny	701260	701260	0
202300061	R032588	LEER WILLIAM R	MMAST	Adjust	2892890	2887170	-5720
202300062	R031779	LEER WILLIAM R	MMAST	Adjust	1894850	1691630	-203220
202300064	R040365	MOTLEY JOHN DAVID	MMAST	Deny	1702990	1702990	0
202300069	R003818	KENNEDY JUSTIN GEORGE	CNUTGRASS	Deny	535390	535390	0
202300070	R045446	GAULEY WREN R	BBLACKETT	Adjust	773450	631280	-142170
202300071	R002325	SKULLEY TIMOTHY J	BBLACKETT	Deny	227010	227010	0
202300072	R074004	HARRIS ORION INVESTMENT LLC	CNUTGRASS	Adjust	887020	9120	-877900
202300074	R017025	VOGT BARRY J	CNUTGRASS	Deny	1580310	1580310	0
202300075	R043797	SACRA JEFFREY CARTER	ACOHEN	Adjust	2600010	2127280	-472730
202300076	R017484	VON FAY KURT F	CNUTGRASS	Adjust	63250	63250	0
202300077	R017485	VON FAY KURT F	CNUTGRASS	Adjust	18930	18930	0
202300078	R042767	WELLS MARLENE	BBLACKETT	Adjust	312520	312520	0
202300079	R011156	DICKSON JUDITH A REVOCABLE TRUST	CNUTGRASS	Deny	328240	328240	0
202300080	R007305	OFF THE GRID AT FOSSIL RIDGE LLC	CNUTGRASS	Adjust	212880	212880	0
202300081	R006143	CROCKER FAMILY REAL ESTATE TRUST	KMCFARLAND	Deny	1215400	1215400	0
202300082	R007325	OFF THE GRID AT FOSSIL RIDGE LLC	CNUTGRASS	Adjust	87810	87810	0
202300085	R007927	OFF THE GRID AT FOSSIL RIDGE LLC	CNUTGRASS	Deny	253520	253520	0
202300086	R001470	KING JEFFREY J	BBLACKETT	Deny	772530	772530	0
202300087	R031581	PATUXENT PARTNERS LLC	CMCDONALD	Adjust	6074680	5221100	-853580
202300089	R002981	STINAR JOHN	KMCFARLAND	Deny	482130	482130	0
202300090	R008157	MATTHEWS TRICIA K	BBLACKETT	Adjust	421730	386830	-34900
202300091	R008736	STEVENSON FAMILY IRREVOCABLE TRUST	CNUTGRASS	Adjust	445550	415910	-29640
202300092	R002841	FRANK LORI TRUST	ACOHEN	Deny	1022680	1022680	0

2023 Protest Master Log

202300094	R042871	MACK GERALD SCOTT	CNUTGRASS	Deny	808740	808740	0
202300095	R030790	CINNAMON MTN ROAD AVENTURES LLC	BBLACKETT	Deny	1740350	1740350	0
202300097	R073823	DIRKSEN KRISTEN	BBLACKETT	Adjust	797320	739360	-57960
202300098	R006301	SIMONELLI JOHN	ACOHEN	Deny	578240	578240	0
202300099	R017209	SHULTZ MICHAEL AND JEANINE LIVING TRUST	CNUTGRASS	Deny	637440	637440	0
202300100	R010216	SWIFT WILLIAM STANALAND	BBLACKETT	Adjust	757630	651040	-106590
202300102	R005915	GILLETTE BRIAN	KMCFARLAND	Deny	656930	656930	0
202300103	R013781	SZMIOT DANIEL R	CMCDONALD	Deny	568930	568930	0
202300105	R016428	HOWELL CRAIG	ACOHEN	Adjust	70000	90000	20000
202300106	R004961	HENRY PROPERTY MANAGEMENT TRUST	BBLACKETT	Deny	1811230	1811230	0
202300108	R008293	LINK LARRY BRYAN	BBLACKETT	Adjust	66650	46960	-19690
202300109	R008864	FURLONG WILLIAM	BBLACKETT	Adjust	153150	107210	-45940
202300110	R013448	NEAL ROGER ALLEN	CMCDONALD	Deny	74550	74550	0
202300114	R003314	STRAUSS WILLIAM LEE	CMCDONALD	Adjust	5489880	4639920	-849960
202300115	R071520	MORRISON EDWARD R	BBLACKETT	Deny	241270	241270	0
202300116	R014505	SCHICHEL ADAM J	MMAST	Adjust	1797660	1625160	-172500
202300118	R012763	WARD JAMES	MMAST	Adjust	2195860	1765090	-430770
202300119	R073154	SUN CASTLE FOUR LLC	KMCFARLAND	Deny	886720	886720	0
202300120	R073155	SUN CASTLE FIVE LLC	KMCFARLAND	Deny	886720	886720	0
202300121	R005014	PARKHILL GAIL C DAVIS	BBLACKETT	Deny	1512150	1512150	0
202300122	R011592	SIMCIK LAURA KAY	ACOHEN	Deny	36750	36750	0
202300124	R043794	HELFRICH KEITH AND MICHELE LIVING TRUST	ACOHEN	Adjust	1308400	1070510	-237890
202300125	R005880	ILLINGWORTH ALEXANDER J	ACOHEN	Deny	1073400	1073400	0
202300126	R042039	KROLL ALLAN I	MMAST	Adjust	631680	584330	-47350
202300127	R042041	KROLL ALLAN I	MMAST	Adjust	868480	679040	-189440
202300128	R070904	WELLS MARLENE	BBLACKETT	Deny	327550	327550	0
202300129	R016158	STEPHENS FAMILY CABIN LLC	CMCDONALD	Adjust	431970	368200	-63770
202300130	R009310	NICHOLL SPENCER D	CNUTGRASS	Deny	552250	552250	0
202300131	R032370	ROBETH ONE LTD	MMAST	Deny	2389610	2389610	0
202300132	R044108	DMTJR ENTERPRISES INC	MMAST	Adjust	488800	307940	-180860
202300133	R007688	BUZZCILL LLC	CNUTGRASS	Adjust	1084590	957350	-127240
202300135	R003827	FISHER JAMES E HERITAGE TRUST	CNUTGRASS	Deny	443900	443900	0
202300137	R003835	FISHER JAMES E HERITAGE TRUST	CNUTGRASS	Deny	49690	49690	0
202300138	R003904	FISHER JAMES E HERITAGE TRUST	CNUTGRASS	Deny	49690	49690	0

2023 Protest Master Log

202300139	R002147	STARK RUSSELL M	ACOHEN	Deny	373900	373900	0
202300140	R016854	GUSTAFSON NEIL H	CNUTGRASS	Deny	292710	292710	0
202300141	R042009	WILLIAMS LAWRENCE BRYANT	MMAST	Adjust	5634150	4554290	-1079860
202300143	R041327	PERKINS DONALD L	MMAST	Adjust	1380890	1137650	-243240
202300144	R011984	BOYS WHITNEY S	CNUTGRASS	Deny	874830	874830	0
202300145	R042498	INGLIS THOMAS	MMAST	Adjust	2115710	1775620	-340090
202300147	R041992	BIENASZ STANLEY M	MMAST	Deny	4902710	4902710	0
202300148	R002411	LONG BILLY JOE	CNUTGRASS	Deny	1174510	1174510	0
202300149	R002429	LONG BILLY JOE	CNUTGRASS	Deny	312720	312720	0
202300150	R002421	LONG B JOE	CNUTGRASS	Deny	126330	126330	0
202300151	R070954	MOORE KENNETH L	CNUTGRASS	Deny	541620	541620	0
202300152	R013311	ROEMER ERIC B	MMAST	Deny	2034760	2034760	0
202300153	R005853	MT CB RAGAN LLC	ACOHEN	Adjust	923820	879830	-43990
202300154	R045431	ESPOSITO DAVID A	ACOHEN	Adjust	5507870	5461840	-46030
202300155	R011714	HAGGARD BRANDON S	CNUTGRASS	Adjust	432100	384530	-47570
202300156	R012449	HAGGARD BRANDON S	CNUTGRASS	Deny	70000	70000	0
202300157	R015202	MAMMOTH VIEW PROPERTIES LLC	ACOHEN	Adjust	1148980	1063890	-85090
202300158	R041045	WILSON PATE JOHNSON DESCENDANTS TRUST	CMCDONALD	Deny	4782830	4782830	0
202300159	R030755	NICHOLLS ROBERT L	MMAST	Deny	3874170	3874170	0
202300160	R031447	MULTZ CARROLL E	CNUTGRASS	Deny	1075940	1075940	0
202300162	R028067	EMERALD BRONCO HOLDINGS LLC	CMCDONALD	Deny	2589760	2589760	0
202300163	R073092	LOVDENS CRESTED BUTTE REVOCABLE MANAGE	MMAST	Deny	1868160	1868160	0
202300164	R015078	HAMILTON THOMAS D	ACOHEN	Deny	213040	213040	0
202300165	R003313	R AND S JOURNEYS END LLC	CMCDONALD	Deny	3040300	3040300	0
202300166	R074200	HAGERMAN SEAN	ACOHEN	Adjust	849110	805780	-43330
202300167	R005821	BANTA MANAGEMENT CB LLC	ACOHEN	Adjust	892570	776150	-116420
202300168	R043032	BANTA LLOYD H	ACOHEN	Deny	213850	213850	0
202300169	R005912	PETRAKOS STEPHANIE	KMCFARLAND	Deny	630260	630260	0
202300170	R032386	MENDEL TRUST	MMAST	Deny	4745360	4745360	0
202300171	R007134	KARLIN STEVEN R	CNUTGRASS	Adjust	502070	395320	-106750
202300172	R070735	WRIGHT JONES TRUST	MMAST	Adjust	3719610	3405460	-314150
202300173	R031037	RIDGEHOUSE INVESTORS LLC	CMCDONALD	Deny	390600	390600	0
202300174	R004143	RIDGEHOUSE ON WEST PARK LLC	CMCDONALD	Deny	627990	627990	0
202300175	R043202	STREAMSIDE REAL ESTATE LTD	MMAST	Deny	1711200	1711200	0

2023 Protest Master Log

202300176	R014150	SUTER BRIAN	CMCDONALD	Adjust	627450	594210	-33240
202300177	R009528	DEATON WARD & BECKY REVOCABLE LIVING TRU	CNUTGRASS	Deny	520260	520260	0
202300178	R008892	WESTFALL JANE (RLE)	CMCDONALD	Deny	214200	214200	0
202300179	R027979	CHATWOOD KJ	CMCDONALD	Deny	1378160	1378160	0
202300180	R045207	BONNELL STEVEN P	CNUTGRASS	Deny	38830	38830	0
202300182	R010699	HUTCHISON JAMES ROBERT	BBLACKETT	Deny	1231770	1231770	0
202300183	R005672	306 WHETSTONE LLC	ACOHEN	Deny	1317570	1317570	0
202300184	R043346	LAIN JASON A	BBLACKETT	Adjust	617320	564680	-52640
202300185	R074208	MELDRUM MATTHEW	ACOHEN	Adjust	843960	800630	-43330
202300186	R011202	ROBACKER RONALD J	CNUTGRASS	Deny	522680	522680	0
202300188	R007029	DOKKS LLC	CNUTGRASS	Adjust	1740320	1509240	-231080
202300190	R074209	SIDHARAJU NAVEEN	ACOHEN	Adjust	843960	800630	-43330
202300192	R007317	SHANNON PATRICK D REVOCABLE TRUST	CNUTGRASS	Deny	261530	261530	0
202300193	R040984	WINGET SCOTT ALAN	MMAST	Deny	1360570	1360570	0
202300194	R043207	FOSEL STEVEN L	MMAST	Deny	1711200	1711200	0
202300195	R015146	GRIMES BRIAN C	ACOHEN	Deny	1171960	1171960	0
202300196	R010345	FEIER MATTHEW R	CNUTGRASS	Adjust	539830	319830	-220000
202300197	R012172	PAZNOKAS STACEY L	CNUTGRASS	Deny	449600	449600	0
202300198	R011227	KNEELAND BARRY L	CNUTGRASS	Adjust	271590	221380	-50210
202300200	R010692	LOCK MARCUS JAMES	BBLACKETT	Deny	945450	945450	0
202300201	R010297	ASH ERIC A	BBLACKETT	Deny	195300	195300	0
202300202	R032324	GIBSON JOHN H II	WSPICER	Adjust	770800	770800	0
202300203	R003764	BALCH EDDY G	CNUTGRASS	Deny	292690	292690	0
202300205	R010523	PLEASANTVIEW 13 LLC	CMCDONALD	Deny	131800	131800	0
202300206	R008695	JAYNES RALPH C & MARILYN R LIVING TRUST	CMCDONALD	Adjust	331060	351660	20600
202300208	R040138	MCFARLAND KATHERINE REVOCABLE LIVING TRU	ACOHEN	Deny	2658420	2658420	0
202300209	R042504	ROTH MIKAEL	MMAST	Adjust	640680	218140	-422540
202300212	R005878	HALL JUSTIN WINDSOR	ACOHEN	Deny	1073400	1073400	0
202300213	R011312	GORE LIVESTOCK INC	ACOHEN	Deny	90250	90250	0
202300214	R043554	BARTELL LAWRENCE DENNY ESTATE TRUST	MMAST	Deny	2359160	2359160	0
202300216	R015872	DRENNAN REBECCA	CMCDONALD	Deny	77700	77700	0
202300217	R010672	MCBREEN D CRAIG	BBLACKETT	Deny	586390	586390	0
202300218	R017524	LOKEN ABBY E	ACOHEN	Deny	339800	339800	0
202300219	R040139	401 TRAIL LLC	KMCFARLAND	Deny	2301810	2301810	0

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202300220	R007857	LOKEN LANCE	CNUTGRASS	Adjust	42110	25270	-16840
202300221	R005055	CALHOUN KEVIN J	BBLACKETT	Deny	2344710	2344710	0
202300222	R071767	SARA CB HOUSE LLC	MMAST	Deny	1077910	1077910	0
202300223	R040064	DUGAN GERALD AND JULEE TRUST	CMCDONALD	Adjust	83990	50390	-33600
202300224	R002937	MOORE LYNN ANN	ACOHEN	Deny	739650	739650	0
202300225	R003865	OLSON PETER H	CNUTGRASS	Adjust	767780	655440	-112340
202300226	R071752	WALKER THEODORE T	CNUTGRASS	Adjust	289780	335690	45910
202300227	R016311	MILLIGAN DALE A TRUST	CNUTGRASS	Adjust	600600	524560	-76040
202300228	R011678	GRAPPE PATSY RAE	CNUTGRASS	Deny	465000	465000	0
202300229	R016330	MIGHTY ZEPHYR RANCH LLC	CNUTGRASS	Deny	185120	185120	0
202300232	R033838	GRAVES MILTON T	MMAST	Deny	1660820	1660820	0
202300233	R042449	SMITH MILTON L III	MMAST	Deny	1950070	1950070	0
202300234	R042856	DUKE PATRICK	CLINVILLE	Adjust	245730	243750	-1980
202300235	R011887	REED FAMILY REVOCABLE LIVING TRUST	CNUTGRASS	Deny	506470	506470	0
202300237	R030351	STULL DREW BASS	ACOHEN	Adjust	1038530	752040	-286490
202300238	R009044	STECK URS AND MACDONALD DEON JOINT REVO	BBLACKETT	Adjust	116070	66390	-49680
202300239	R013522	TAYS HOUSE LLC	CMCDONALD	Deny	117190	117190	0
202300240	R013678	ANDERSON ROBERT J	BBLACKETT	Adjust	43300	22520	-20780
202300241	R033428	ANDERSON ROBERT J	BBLACKETT	Adjust	43300	22520	-20780
202300242	R007768	MEADE STEVEN ROBERT	CNUTGRASS	Deny	707810	707810	0
202300243	R013570	ANDERSON ROBERT J	CMCDONALD	Deny	2900	2900	0
202300244	R033321	ANDERSON ROBERT J	CMCDONALD	Deny	2900	2900	0
202300246	R010687	SANDERS MATTHEW DANIEL	BBLACKETT	Deny	649670	649670	0
202300249	R071279	GARETSON JERRA	CNUTGRASS	Deny	555390	555390	0
202300250	R043580	HEISENBERG D FAMILY TRUST	MMAST	Deny	2199460	2199460	0
202300251	R003816	GARETSON JERRA	CNUTGRASS	Deny	680700	680700	0
202300252	R003802	HEBERLING RONALD L	CNUTGRASS	Deny	504340	504340	0
202300253	R071841	BEMIS TED T	BBLACKETT	Adjust	1288940	1180940	-108000
202300254	R005225	REEVES ALEX	KMCFARLAND	Adjust	869830	797350	-72480
202300255	R030201	ARMSTRONG JOHN E	CNUTGRASS	Deny	85790	85790	0
202300256	R009910	SHELLER JAMES D	BBLACKETT	Deny	270450	270450	0
202300257	R009263	FORSHAGEN REVOCABLE TRUST	CNUTGRASS	Deny	3145130	3145130	0
202300258	R008703	FLEMING FAMILY TRUST THE	CNUTGRASS	Deny	967660	967660	0
202300259	R040236	BERGER JOSEPH G	CNUTGRASS	Adjust	738560	565680	-172880

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202300260	R003987	MOREHEAD ERIC R	CMCDONALD	Adjust	252030	218240	-33790
202300262	R009562	HATHAWAY REVOCABLE FAMILY TRUST	CNUTGRASS	Deny	529350	529350	0
202300264	R013327	KISH DAVID L	MMAST	Adjust	1190380	1139430	-50950
202300265	R003100	GREINER SHELLIE K REVOCABLE TRUST	CMCDONALD	Adjust	1289100	1122140	-166960
202300267	R027196	EL RANCHITO 55 LLC	MMAST	Adjust	1400940	1283190	-117750
202300269	R007532	MARTIN RYAN K	CMCDONALD	Adjust	821360	776710	-44650
202300270	R030472	MONTGOMERY DONALD	CNUTGRASS	Adjust	1503360	1363490	-139870
202300273	R003191	POTOKER SARA E	CMCDONALD	Deny	1727080	1727080	0
202300274	R071267	BARNEY JOHN PATRICK	CNUTGRASS	Adjust	2159970	2159970	0
202300276	R033517	PALADINO-WOOLF FAMILY TRUST	MMAST	Deny	2468080	2468080	0
202300279	R005048	CBLFP LLC	MMAST	Adjust	3554530	2805940	-748590
202300281	R031791	141 COYOTE LLC	MMAST	Deny	2194770	2194770	0
202300282	M026522	OAKES A W	CMCDONALD	Deny	317920	317920	0
202300284	R013155	MATALON ROBIN J	MMAST	Deny	1210840	1210840	0
202300285	R005524	POOLE ERIC ROBERT	ACOHEN	Deny	1116050	1116050	0
202300287	R004889	MOOZ WILLIAM E JR	BBLACKETT	Deny	1825310	1825310	0
202300289	R071463	SAUERHAGEN ROGER	CNUTGRASS	Deny	334880	334880	0
202300290	R025237	FLETCHER BRETT F	CNUTGRASS	Adjust	85150	620	-84530
202300291	R043238	AITCHISON ANDREW WILLIAM	MMAST	Deny	478200	478200	0
202300292	R011228	HRABAR JOHN AND PEGGY REVOCABLE TRUST	ACOHEN	Deny	51450	51450	0
202300293	R002872	BOYLE ROBERT W	ACOHEN	Deny	600680	600680	0
202300294	R010886	STAHL ANTOINE	KMCFARLAND	Deny	514050	514050	0
202300295	R032082	MILLER BRIAN N AND ELEANOR L REVOCABLE TR	CNUTGRASS	Deny	1011290	1011290	0
202300296	R003793	METZLER SUSAN K	CNUTGRASS	Deny	932340	932340	0
202300298	R011330	LAMBERTSON WALTER STEELE	CNUTGRASS	Adjust	865700	490770	-374930
202300299	R010581	ZUMMACH CHAD W	ACOHEN	Adjust	808560	689570	-118990
202300300	R032742	LAMBERTSON WALTER STEELE	CNUTGRASS	Adjust	54880	41050	-13830
202300301	R032741	LAMBERTSON WALTER STEELE	CNUTGRASS	Deny	37320	37320	0
202300303	R006137	KOVACS BRYAN T	KMCFARLAND	Deny	1045420	1045420	0
202300305	R071661	WILDES CRESTED BUTTE LLC	CMCDONALD	Deny	2043650	2043650	0
202300309	R008539	MCCUTCHIN RONALD LEE	CNUTGRASS	Deny	1327010	1327010	0
202300311	R007445	RECVAC INC	CNUTGRASS	Adjust	41590	14710	-26880
202300312	R011471	HOCH ELIZABETH M	CNUTGRASS	Deny	531860	531860	0
202300313	R011255	RECVAC INC	CNUTGRASS	Deny	1081270	1081270	0

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202300314	R072097	LYPPS FRAME REVOCABLE TRUST	CNUTGRASS	Deny	508240	508240	0
202300315	R011521	SNOWDEN DANIEL J REVOCABLE TRUST	CNUTGRASS	Deny	593610	593610	0
202300316	R072098	LYPPS FRAME REVOCABLE TRUST	CNUTGRASS	Adjust	768620	745110	-23510
202300317	R007990	FRAME MARY E TRUST	CNUTGRASS	Adjust	1354930	1151750	-203180
202300318	R016234	MIGHTY ZEPHYR RANCH LLC	VHILDRETH	Adjust	803430	803540	110
202300319	R009527	REED FAMILY REVOCABLE TRUST	CNUTGRASS	Adjust	234680	138180	-96500
202300321	R008296	JOHN DUKE COMPANY LLC	CNUTGRASS	Deny	2544270	2544270	0
202300322	R009355	MORRISSETTE AMY ENGELMAN	CNUTGRASS	Deny	2097110	2097110	0
202300323	R033516	MOORE W HENSON	MMAST	Deny	2946220	2946220	0
202300324	R014351	CHURCHILL WAHLBRINK FAMILY TRUST	CMCDONALD	Adjust	619380	583810	-35570
202300326	R013385	TELANDER MARCIE A	MMAST	Adjust	1214880	1069430	-145450
202300327	R043358	CLARK CONNOR DUSTIN	CNUTGRASS	Deny	813270	813270	0
202300330	R003510	327 ELK AVENUE LLC	JZIMMERMAN	Deny	1568000	1568000	0
202300331	R043384	KERBER JUSTIN	CMCDONALD	Deny	5176250	5176250	0
202300332	R003891	MILLER RICKY G	CNUTGRASS	Deny	491250	491250	0
202300333	R016544	COLE CHARLES MELVIN	CNUTGRASS	Adjust	501760	398120	-103640
202300334	M006596	PLEASANTVIEW 13 LLC	CMCDONALD	Deny	49730	49730	0
202300335	R007972	TROUPE LAND AND CATTLE COMPANY LLC	CNUTGRASS	Deny	2532200	2532200	0
202300336	R070673	STIRLING REBECCA	CMCDONALD	Deny	2270	2270	0
202300337	R015547	SHIPPER JEFFREY	ACOHEN	Adjust	1146250	1091670	-54580
202300338	R025941	MILLER STEPHANIE	ACOHEN	Deny	1444470	1444470	0
202300339	R005798	JUNGERS RICK K DDS INC	KMCFARLAND	Deny	1359790	1359790	0
202300341	R042518	SEES ERIC AND JENNIFER LIVING TRUST	MMAST	Adjust	674400	396610	-277790
202300342	R005646	BALDWIN ROBERT NATHAN	ACOHEN	Deny	601960	601960	0
202300344	R007108	DUNDA SUSAN C	CNUTGRASS	Deny	160040	160040	0
202300345	R008478	DUNDA SUSAN C	CNUTGRASS	Adjust	1620670	1399630	-221040
202300346	R005808	JAMKA GROUP LLC	ACOHEN	Adjust	1281800	1114610	-167190
202300348	R031847	BLUE KIRK P	CMCDONALD	Deny	93900	93900	0
202300349	R012300	TAYLOR KENT S	BBLACKETT	Adjust	112100	131720	19620
202300350	R011402	TAYLOR KENT S	BBLACKETT	Adjust	98180	59990	-38190
202300351	R043557	SUTTON MOUNT CRESTED BUTTE PLACE LLC	MMAST	Deny	2359160	2359160	0
202300352	R007868	ROLLINS REVOCABLE TRUST	CNUTGRASS	Deny	539170	539170	0
202300353	R031339	WILSON GREGG E	ACOHEN	Adjust	1143680	828180	-315500
202300354	R026542	AMELIO JANET T	ACOHEN	Deny	317850	317850	0

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202300355	R011856	WEST JOSEPH W	CNUTGRASS	Adjust	673420	513730	-159690
202300356	R073151	CHILLYWOOD 12 LP	MMAST	Adjust	2380570	2259050	-121520
202300358	R016815	KERLEY JON D	CMCDONALD	Adjust	591710	545800	-45910
202300359	R017248	VANDERLINDE RICHARD L	CNUTGRASS	Adjust	506700	505070	-1630
202300361	R013071	ERICKSON KATHRYN	CMCDONALD	Deny	607210	607210	0
202300362	R013181	SWEITZER TYRON W	ACOHEN	Adjust	1000730	946070	-54660
202300363	R005677	WHETSTONE 304/305 LLC	HMACDONALD	Adjust	1819300	1561580	-257720
202300364	R025997	WHETSTONE 304/305 LLC	HMACDONALD	Adjust	1810790	1561580	-249210
202300365	R006133	CASELLA PAT I	ACOHEN	Deny	992720	992720	0
202300366	R005521	GEISSER ANDREA	ACOHEN	Deny	972670	972670	0
202300367	R005544	DOS AMIGOS CB LLC	ACOHEN	Deny	758000	758000	0
202300369	R071995	KEET JEAN	JZIMMERMAN	Adjust	516000	335400	-180600
202300371	R005139	LINDROS JILL S	ACOHEN	Deny	734300	734300	0
202300372	R007711	FOSSIL VIEW LLC	CMCDONALD	Adjust	217340	210010	-7330
202300373	R015661	MOULAND BROOKE JAMES	CMCDONALD	Deny	930700	930700	0
202300374	R007173	DEVRIES SARAH REVOCABLE TRUST	CNUTGRASS	Adjust	1113570	1113570	0
202300375	R017156	VIETS PETER DAVID	BBLACKETT	Deny	149300	149300	0
202300379	R032366	WHITE MARK ANDREW LIVING TRUST	MMAST	Adjust	749650	681500	-68150
202300380	R043561	CARTER MANAGEMENT TRUST	MMAST	Deny	2359160	2359160	0
202300382	R044075	PERKINS DOSITE SAMUEL II	MMAST	Adjust	1900280	1728980	-171300
202300383	R002812	CB 706 GOTHIC LLC	CMCDONALD	Deny	2058030	2058030	0
202300384	R011817	WHITMORE RICHARD PATRICK	ACOHEN	Adjust	28000	36500	8500
202300386	R074301	SUNDERLIN LARRY W	BBLACKETT	Deny	339530	339530	0
202300387	R030735	JONES ALLISON D	ACOHEN	Adjust	353820	352280	-1540
202300388	R008078	WHITE JOEL L	CNUTGRASS	Adjust	427410	325860	-101550
202300389	R013374	ACUFF NATHANIEL JAMES	MMAST	Adjust	1457450	1312000	-145450
202300390	R042847	RIVERLAND PROFESSIONAL CENTER LLC	JZIMMERMAN	Adjust	183150	150190	-32960
202300391	R005199	SMITH BRYAN	ACOHEN	Adjust	1192980	976070	-216910
202300392	R043137	WILLIAMS SCOTT	MMAST	Adjust	685540	582710	-102830
202300393	R042843	RIVERLAND PROFESSIONAL CENTER LLC	ACOHEN	Adjust	421440	400370	-21070
202300394	R010394	DOMINGUEZ CHARLES	BBLACKETT	Deny	722280	722280	0
202300397	R012959	MORRISON SETH DANIEL	CMCDONALD	Adjust	1083870	1333310	249440
202300398	R008603	DIDOMENICO NICHOLAS	CNUTGRASS	Adjust	458530	382830	-75700
202300399	R014136	POLL RUSSELL J	CMCDONALD	Deny	965950	965950	0

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202300400	R016473	INGLE ANGELA M	ACOHEN	Deny	36750	36750	0
202300401	R005872	RITCH KELLY	ACOHEN	Adjust	1073400	983950	-89450
202300402	R015978	KALFAS LISA A REVOCABLE TRUST	CMCDONALD	Adjust	2290620	1709620	-581000
202300403	R044296	REDDING J SCOTT	CMCDONALD	Deny	2408270	2408270	0
202300404	R006259	KORNMESSER CHRIS	ACOHEN	Adjust	1070720	1019730	-50990
202300406	R009105	WENTZ FRANCIS R AND ELLEN E REVOCABLE TRU	BBLACKETT	Deny	72930	72930	0
202300407	R006318	RUSTLERS GULCH LLC	KMCFARLAND	Deny	815320	815320	0
202300408	R009405	ALLEN TIMOTHY TRUST	CNUTGRASS	Deny	1191110	1191110	0
202300409	R031718	SKYMONT LLC	ACOHEN	Adjust	3427090	3314890	-112200
202300410	R027606	WELCH ROBERT H	CNUTGRASS	Deny	1200590	1200590	0
202300411	R031530	TIDEMANN ROSS G REVOCABLE TRUST	ACOHEN	Adjust	3226510	3100410	-126100
202300414	R043808	SULTEMEIER KELLY A	ACOHEN	Adjust	2341960	2107760	-234200
202300416	R027552	FLOYD DAVID B	ACOHEN	Adjust	5139220	3725200	-1414020
202300417	R028068	SHERMAN ROGER S	CMCDONALD	Deny	5271570	5271570	0
202300418	R005899	RIZER MILISA K	KMCFARLAND	Deny	813180	813180	0
202300420	R031769	GIBB STEPHEN A	KMCFARLAND	Deny	346770	346770	0
202300421	R044289	WHITE THOMAS P	CMCDONALD	Deny	4335330	4335330	0
202300422	R011288	CREWS KAREN J	CNUTGRASS	Deny	410630	410630	0
202300423	R030760	BURT KATHY	MMAST	Deny	2984610	2984610	0
202300424	R011374	LEE WESTON JOSEPH	BBLACKETT	Deny	22780	22780	0
202300426	R071196	HOFFELDER DANIEL J	CMCDONALD	Deny	59920	59920	0
202300427	R008753	HOFFELDER DANIEL J	CMCDONALD	Adjust	586150	581630	-4520
202300429	R073832	MEADOWS KEVIN	ACOHEN	Adjust	214500	214500	0
202300430	R045188	HOFFELDER DANIEL J	CMCDONALD	Deny	258570	258570	0
202300431	R005102	REISER TRUST LLC	MMAST	Adjust	3425440	2707430	-718010
202300432	R013173	MCLAUGHLIN CRAIG C	ACOHEN	Deny	699170	699170	0
202300433	R074210	197 ELK VALLEY ROAD D LLC	ACOHEN	Adjust	994030	942930	-51100
202300434	R042779	MALONE RONALD E REVOCABLE LIVING TRUST	BBLACKETT	Deny	137800	137800	0
202300435	R073952	SCHIRM GABRIEL	ACOHEN	Deny	1287180	1287180	0
202300436	R025256	SCHIRM GABRIEL E	ACOHEN	Adjust	630040	598540	-31500
202300437	R013147	MATYK JOSEPH	MMAST	Deny	1363030	1363030	0
202300438	R027197	FORCE PATRICK	MMAST	Deny	1170630	1170630	0
202300439	R003235	HORNADAY HEIDI H	CMCDONALD	Deny	2013870	2013870	0
202300440	R005784	LAWLOR NICOLE KRISTEN	KMCFARLAND	Adjust	829990	685940	-144050

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202300441	R033852	SANDSTROM STEPHANIE N	ACOHEN	Deny	1465820	1465820	0
202300442	R003084	COAL CREEK REALTY CB LLC	CMCDONALD	Deny	1636770	1636770	0
202300443	R005950	SPALULU LLC	ACOHEN	Adjust	1247540	1230760	-16780
202300444	R030391	KDZCAN3 LP	MMAST	Adjust	279600	220190	-59410
202300445	R009860	DIGATE NICOLE M	BBLACKETT	Deny	1031120	1031120	0
202300446	R009818	GALLOWICH NICHOLAS JOHN	BBLACKETT	Deny	700810	700810	0
202300450	R006021	HOPPESS KARL C	KMCFARLAND	Deny	762430	762430	0
202300451	R042512	FOREFRONT MEDICAL DEVICES LLC	MMAST	Adjust	809280	417490	-391790
202300452	R009433	FREIDHOFF BRIAN P	CNUTGRASS	Adjust	264120	207190	-56930
202300453	R002859	ZAPPALA SUZANNE 2021 FAMILY TRUST	CMCDONALD	Deny	1825630	1825630	0
202300454	R006130	CRESTED BUTTE NOLA LLC	KMCFARLAND	Deny	1036320	1036320	0
202300455	R027781	VENARD THOMAS G	BBLACKETT	Deny	561950	561950	0
202300456	R030536	HATLEM JOHN A	MMAST	Deny	1276160	1276160	0
202300457	R071440	KEET JEAN E	CMCDONALD	Deny	1507780	1507780	0
202300458	R004960	LADUE JACK R	MMAST	Adjust	2189100	2123460	-65640
202300459	R072625	GOODART JAMES MICHAEL LIVING TRUST	MMAST	Deny	2500680	2500680	0
202300460	R043133	METROPLEX ACOUSTICAL INC	MMAST	Deny	1655390	1655390	0
202300461	R045019	DARDEN PROPERTIES OF TEXAS LLC	CNUTGRASS	Deny	3558020	3558020	0
202300462	R042658	WALSH PATRICK	MMAST	Adjust	1765030	1603460	-161570
202300463	R014585	PHILLIPS LARRY A	CNUTGRASS	Deny	644290	644290	0
202300464	R007443	FARRAR TROY	CMCDONALD	Deny	301590	301590	0
202300465	R005952	FENSTERMAKER RON AND KAREN FAMILY TRUST	ACOHEN	Adjust	792000	771760	-20240
202300466	R072164	DJ TRUST	ACOHEN	Adjust	3206630	2810160	-396470
202300467	R012634	RHEA GOTHIC CABIN TRUST	CNUTGRASS	Deny	542590	542590	0
202300469	R003474	SIMMONS SUZANNE	CMCDONALD	Deny	5139600	5139600	0
202300471	R040513	SCHWENDINGER GREGORY J	MMAST	Deny	690600	690600	0
202300472	R007211	HUMMING BIRD PROPERTIES LLC	CNUTGRASS	Deny	327230	327230	0
202300474	R007106	MEANS DAVID GEORGE	CNUTGRASS	Deny	327210	327210	0
202300475	R033699	MEANS DAVID GEORGE	CNUTGRASS	Deny	60	60	0
202300476	R033700	MEANS DAVID GEORGE	CNUTGRASS	Deny	1950	1950	0
202300478	R072863	GIBB REVOCABLE QUALIFIED SPOUSAL TRUST	CNUTGRASS	Deny	750530	750530	0
202300479	R003858	GIBB THOMAS DALE AND GIBB GAYLE JENNINGS	CNUTGRASS	Adjust	32190	5000	-27190
202300480	R003649	GIBB REVOCABLE QUALIFIED SPOUSAL TRUST	CNUTGRASS	Deny	320970	320970	0
202300481	R003717	GIBB THOMAS DALE AND GIBB GAYLE JENNINGS	CNUTGRASS	Deny	492230	492230	0

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202300482	R007908	GIBB THOMAS DALE & GAYLE JENNINGS REVOCA	CNUTGRASS	Deny	615470	615470	0
202300483	R012113	LAMOTHE HELEN L	CNUTGRASS	Deny	328100	328100	0
202300484	R015472	MARTIN JANA SAVAGE	ACOHEN	Adjust	1427780	1284640	-143140
202300485	R012868	FONTAINE LINDA	BBLACKETT	Adjust	764330	744480	-19850
202300486	R003880	NEW LEVI R	CNUTGRASS	Deny	476800	476800	0
202300487	R009078	WOODARD WILLIAM E	BBLACKETT	Deny	1016540	1016540	0
202300488	R005270	HOILAND KRISTA	ACOHEN	Deny	395360	395360	0
202300489	R012143	JK FAMILY CABIN LLC	CNUTGRASS	Deny	867920	867920	0
202300490	R030841	KING ANDREW	ACOHEN	Adjust	1308930	1265010	-43920
202300491	R013179	FAHRLANDER MICHAEL W	ACOHEN	Adjust	996930	943730	-53200
202300492	R005882	JOHNSON PATRICK W	ACOHEN	Deny	813180	813180	0
202300493	R072215	HOSKIN BRICE	CLINVILLE	Deny	402480	402480	0
202300494	R041403	GUY ZACHARY M	MMAST	Deny	503860	503860	0
202300495	R006195	WENDT SONJA IRA	ACOHEN	Adjust	950780	916820	-33960
202300497	R008312	LYONS THOMAS H	CNUTGRASS	Adjust	519170	500220	-18950
202300498	R031560	BERKSHIRE WALKER EDWIN & RUTH ELLEN	CMCDONALD	Deny	2277050	2277050	0
202300499	R001917	HIRSCH DONALD RAY	BBLACKETT	Deny	1341280	1341280	0
202300500	R031351	WENDT ALYSSA K	ACOHEN	Deny	547340	547340	0
202300501	R008205	MASON IVAN	BBLACKETT	Adjust	96560	45130	-51430
202300502	R031233	KUBLER LLC	ACOHEN	Deny	515070	515070	0
202300503	R014332	ROMAN JAMES A	CMCDONALD	Adjust	675760	696110	20350
202300504	R011630	STAIR JACOB H	CNUTGRASS	Adjust	1117050	993740	-123310
202300505	R008625	WOODARD DEE ANN	CNUTGRASS	Deny	124110	124110	0
202300506	R030265	O NEAL REVOCABLE LIVING TRUST	CMCDONALD	Adjust	1749310	2267660	518350
202300507	R015391	LAUERMAN MICHAEL	ACOHEN	Deny	1118250	1118250	0
202300508	R012740	OLSON KURT	ACOHEN	Adjust	1458440	1011130	-447310
202300509	R040030	CARLUCCI JOHN B	CMCDONALD	Adjust	1040500	972930	-67570
202300510	R030218	29 SUMMIT LLC	MMAST	Deny	520560	520560	0
202300511	R072557	GALE CHARLES EDWARD	MMAST	Deny	1275000	1275000	0
202300512	R005708	KOBERNIK REV TRUST	ACOHEN	Deny	684210	684210	0
202300513	R012942	SCOLA VINCENT T	BBLACKETT	Deny	1087620	1087620	0
202300514	R007099	FIELD LAND & CATTLE COMPANY LLC	CNUTGRASS	Deny	652520	652520	0
202300515	R044378	ROBINSON JOSEPH M III	ACOHEN	Adjust	804190	791850	-12340
202300516	R043708	INDOVINO JAY LOUIS	CMCDONALD	Deny	1725020	1725020	0

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202300517	R041977	JONES TYLER LAWRENCE	CMCDONALD	Adjust	888570	851320	-37250
202300518	R024696	JONES ELENE K	MMAST	Adjust	1470340	1280460	-189880
202300519	R012364	NIX FAMILY TRUST	CNUTGRASS	Deny	231330	231330	0
202300521	R011997	NIX FAMILY REVOCABLE TRUST	CNUTGRASS	Deny	2270	2270	0
202300522	R044551	AUSTIN WILLIAM CHADWICK	ACOHEN	Deny	763660	763660	0
202300523	R003148	JOHNSON GEOFFREY ERIC	CMCDONALD	Adjust	3124670	2669680	-454990
202300525	R005507	SMERCH BRUCE R	KMCFARLAND	Deny	1049820	1049820	0
202300526	R012119	KOEHN BARBARA LEE	CNUTGRASS	Deny	356990	356990	0
202300527	R072854	FREE JAMES C	CNUTGRASS	Deny	183980	183980	0
202300528	R030639	GUNNISON BOULEVARD LLC	BBLACKETT	Deny	711440	711440	0
202300529	R013782	KELLY BILL	CMCDONALD	Deny	380330	380330	0
202300530	R043743	FUTURES REAL ESTATE & LAND VENTURES LLC	KMCFARLAND	Deny	186990	186990	0
202300531	R044147	GANSER ELIZABETH ERIN K	ACOHEN	Adjust	1120190	955110	-165080
202300532	R045167	CIESLAK MICHAEL AND WENDY TRUST	MMAST	Deny	1326730	1326730	0
202300535	R040162	TAYLOR KENT S	BBLACKETT	Adjust	12460	14640	2180
202300537	R040306	TAYLOR KENT S	BBLACKETT	Deny	16570	16570	0
202300538	R008518	PROVENZANO MARK P	HMACDONALD	Adjust	2989730	2683030	-306700
202300540	R027909	NAVIDI JASON	BBLACKETT	Deny	484240	484240	0
202300541	R025205	LOFTIS JEFFREY STEPHEN	CNUTGRASS	Deny	261370	261370	0
202300542	R045168	HUFF HARRIET REVOCABLE TRUST	MMAST	Deny	1367810	1367810	0
202300543	R015600	MICLETTE SUSAN R QUALIFIED PERSONAL RESID	KMCFARLAND	Deny	3553790	3553790	0
202300544	R072536	ALLEN ADAM	ACOHEN	Adjust	8171290	7364720	-806570
202300545	R007659	RANDERMANN LEON W	CNUTGRASS	Deny	607730	607730	0
202300547	R011823	COOPER MARY L	ACOHEN	Deny	343370	343370	0
202300548	R043160	APPLETON ELIZABETH P	ACOHEN	Deny	705600	705600	0
202300549	R014800	TICE AARON R	CNUTGRASS	Deny	133080	133080	0
202300550	R030470	SAUNDERS GLENN M	CNUTGRASS	Adjust	2139760	1900330	-239430
202300552	R041439	BUCHFINK CATHERINE	MMAST	Deny	539600	539600	0
202300554	R033590	KANSAS MINING ENTERPRISES LLC	BBLACKETT	Deny	32750	32750	0
202300555	R007491	KANSAS MINING ENTERPRISES LLC	BBLACKETT	Adjust	37920	72930	35010
202300556	R008973	KANSAS MINING ENTERPRISES LLC	BBLACKETT	Deny	532240	532240	0
202300557	R008056	GORDON BRIAN EUGENE	CNUTGRASS	Adjust	562380	562380	0
202300558	R006189	SPRAGUE RAYMOND	ACOHEN	Adjust	956800	922630	-34170
202300559	R015959	ARROWHEAD CABIN LLC	CMCDONALD	Adjust	317490	385220	67730

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202300560	R006190	SPRAGUE RAYMOND	ACOHEN	Adjust	954230	920150	-34080
202300562	R004916	34 CINNAMON MOUNTAIN LLC	BBLACKETT	Deny	2326080	2326080	0
202300563	R007276	RAINE FAMILY CABIN TRUST	CNUTGRASS	Deny	717790	717790	0
202300564	R012812	REA WILLIAM CASS	MMAST	Deny	2692380	2692380	0
202300566	R033506	WHITE PETER AND ALICEN REVOCABLE TRUST	MMAST	Deny	2964630	2964630	0
202300567	R005268	PASB3 LLC	ACOHEN	Deny	457780	457780	0
202300569	R011479	HEGARTY KEITH	CNUTGRASS	Deny	1114430	1114430	0
202300570	R003116	ARMITAGE KAROLE LIVING TRUST	ACOHEN	Deny	1228600	1228600	0
202300571	R041071	LABELHA LP	CMCDONALD	Deny	6954410	6954410	0
202300572	R007049	BURCH LARRY E	CNUTGRASS	Adjust	909890	783550	-126340
202300573	R043253	WALTON RALPH O III	MMAST	Deny	2163500	2163500	0
202300574	R032391	BENNETT ALLEN RICK	MMAST	Adjust	1199440	1090400	-109040
202300575	R014584	BATES TRUST	CNUTGRASS	Adjust	557080	544330	-12750
202300576	R011700	STONE CABIN TRUST	CNUTGRASS	Adjust	598200	689530	91330
202300578	R026976	RICOTTA CURTIS R	CNUTGRASS	Deny	651080	651080	0
202300579	R074107	STONE JOANN	BBLACKETT	Deny	765820	765820	0
202300580	R027154	SPENCE KAREN U	ACOHEN	Deny	334580	334580	0
202300581	R040244	PIKE MARK D	CMCDONALD	Deny	845460	845460	0
202300582	R008708	1230 SPRING CREEK LLC	CNUTGRASS	Adjust	1266860	1106340	-160520
202300583	R008549	RAY LEE ROY	BBLACKETT	Deny	606420	606420	0
202300584	R027152	SPENCE KAREN U	ACOHEN	Deny	317850	317850	0
202300585	R005044	CAFFREY SARAH	CLINVILLE	Adjust	1785170	938250	-846920
202300586	R025823	RAY ROBERT D	BBLACKETT	Deny	1232380	1232380	0
202300587	R073627	SPITZ PETER A	KMCFARLAND	Deny	1073400	1073400	0
202300588	R005817	SPITZ TAN FAMILY LIVNG TRUST	ACOHEN	Adjust	1124630	977940	-146690
202300589	R030479	DOERING STEPHEN C	CNUTGRASS	Adjust	2532100	2246520	-285580
202300590	R031782	STIEFLER RICHARD E	MMAST	Adjust	1799520	1609430	-190090
202300591	R042065	STRINGER REVOCABLE TRUST	MMAST	Adjust	2712650	2120720	-591930
202300592	R010897	SANTILLI ROBERT J	ACOHEN	Deny	515070	515070	0
202300593	R006986	RUSSELL EDWARD CHESTON	CNUTGRASS	Deny	1062520	1062520	0
202300594	R005871	BROWN MICHAEL DAVID	ACOHEN	Adjust	1024610	975820	-48790
202300595	R015631	KUHNHAUSEN GILBERT H	CMCDONALD	Deny	791040	791040	0
202300596	R005514	FAULKENBERRY TERRI	KMCFARLAND	Deny	760880	760880	0
202300597	R011875	BLACKER JEFF G	CNUTGRASS	Deny	702770	702770	0

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202300598	R008279	GILLMAN FAMILY IRREVOCABLE TRUST	CMCDONALD	Deny	431610	431610	0
202300599	R074015	MASON IAN SHAW	ACOHEN	Adjust	939740	865830	-73910
202300600	R033868	GRIMES CLIFFORD B	CMCDONALD	Adjust	976660	852350	-124310
202300601	R016358	HOOVER DENNIS R	CNUTGRASS	Deny	524390	524390	0
202300603	R005436	KOPF HAUST TRUST	MMAST	Adjust	3417570	3338140	-79430
202300604	R041055	PENTLAND ADELE LOUISE	CMCDONALD	Deny	4152350	4152350	0
202300605	R012960	ACHENBACH CAROLYN F	CMCDONALD	Deny	779330	779330	0
202300606	R003310	SYSTERS INC	ACOHEN	Deny	1852150	1852150	0
202300607	R005513	WAGGONER NICOLE B TRUST	KMCFARLAND	Deny	831040	831040	0
202300608	R015568	PEW ELLIOTT	MMAST	Adjust	3959260	3112630	-846630
202300609	R031785	WHITE R LYNN	MMAST	Deny	2170390	2170390	0
202300610	R031154	LASSEK HILARY EDWARD	BBLACKETT	Adjust	708840	645970	-62870
202300611	R012017	CARLSON THOMAS C REV TRUST	CNUTGRASS	Deny	1103230	1103230	0
202300612	R071563	501 GOTHIC AVENUE LLC	CMCDONALD	Adjust	6307220	5817670	-489550
202300613	R044294	SOLLBERGER TRACY	CMCDONALD	Deny	1007160	1007160	0
202300614	R071823	SOLLBERGER GAVIN T	MMAST	Adjust	2714120	1872550	-841570
202300615	R072182	TAYLOR MARK C	CNUTGRASS	Adjust	410530	408250	-2280
202300616	R042608	DAMBRISI JOSEPH J	MMAST	Deny	322000	322000	0
202300617	R003000	SNOWCAP PROPERTIES LLC	ACOHEN	Adjust	312280	209650	-102630
202300618	R003001	SNOWCAP PROPERTIES LLC	ACOHEN	Adjust	296670	209650	-87020
202300619	R014491	ROZMAN RUDOLPH R	CNUTGRASS	Adjust	1709470	1476160	-233310
202300620	R040252	SNOWCAP PROPERTIES LLC	ACOHEN	Adjust	238430	152020	-86410
202300621	R040253	SNOWCAP PROPERTIES LLC	ACOHEN	Adjust	250970	152020	-98950
202300622	R003002	SNOWCAP PROPERTIES LLC	ACOHEN	Adjust	296670	209650	-87020
202300623	R003003	SNOWCAP PROPERTIES LLC	ACOHEN	Adjust	328220	225570	-102650
202300624	R002999	SNOWCAP PROPERTIES LLC	ACOHEN	Adjust	238430	152020	-86410
202300625	R002998	SNOWCAP PROPERTIES LLC	ACOHEN	Adjust	250970	152020	-98950
202300626	R003293	MYATT CHRISTOPHER J	CMCDONALD	Deny	2423190	2423190	0
202300627	R070955	CIMARRON REFUGE LLC	CNUTGRASS	Deny	1221930	1221930	0
202300628	R016566	CLARK STANLEY R	CNUTGRASS	Adjust	702990	551050	-151940
202300629	R008329	MARTINEZ DONALD D JR	CNUTGRASS	Adjust	99000	82040	-16960
202300630	R073994	KNOLL PROPERTIES LLC	JZIMMERMAN	Adjust	202070	174960	-27110
202300631	R007160	FRATES DALE	CNUTGRASS	Deny	1267320	1267320	0
202300632	R072180	HAYOUN PAMELA R	JZIMMERMAN	Adjust	808280	699860	-108420

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202300633	R005582	TDK COLORADO PROPERTIES LLC	ACOHEN	Deny	894520	894520	0
202300634	R009033	GUNDERMAN FAMILY REVOCABLE TRUST	BBLACKETT	Adjust	348330	273570	-74760
202300635	R010704	JENKINS CYNTHIA R REVOCABLE TRUST	BBLACKETT	Deny	542800	542800	0
202300636	R031543	ROBBINS MATHEW E AND DENAI R REVOCABLE I	CNUTGRASS	Adjust	259600	216940	-42660
202300637	R010188	NAVIDI NAVID	BBLACKETT	Deny	853960	853960	0
202300638	R002247	NAVIDI NAVID	JZIMMERMAN	Adjust	859860	550750	-309110
202300639	R073390	NAVIDI NAVID	JZIMMERMAN	Adjust	160020	148160	-11860
202300640	R073391	NAVIDI NAVID	JZIMMERMAN	Adjust	319410	246080	-73330
202300641	R002246	NAVIDI NAVID	JZIMMERMAN	Adjust	1987990	1035340	-952650
202300642	R032665	ROBBINS ROBERT KENT	CNUTGRASS	Adjust	262590	219930	-42660
202300643	R015539	MILLER LARRY J	MMAST	Adjust	1960370	1751160	-209210
202300644	R042288	EDMUNDSON RHONDA	MMAST	Deny	5008110	5008110	0
202300645	R044150	DEL TREDICI PATRICIA FRANCESCA LIVING TRUST	ACOHEN	Adjust	708700	604260	-104440
202300646	R042013	BLANK JEFFREY M	MMAST	Deny	5244120	5244120	0
202300648	R015175	ROSE JESSE B	ACOHEN	Deny	1073150	1073150	0
202300649	R009023	NOVAK GLENDA G	BBLACKETT	Adjust	34090	25500	-8590
202300650	R008046	NOVAK GLENDA G	BBLACKETT	Deny	317360	317360	0
202300651	R043558	ZATORSKI ADAM JOSEPH	MMAST	Deny	2359160	2359160	0
202300653	R032587	BAE HOLDINGS LLC	MMAST	Deny	3910850	3910850	0
202300654	R044299	KOZA MARK C TRUST	MMAST	Deny	1753890	1753890	0
202300655	R005508	GAIA VISION COLORADO LLC	KMCFARLAND	Deny	1195770	1195770	0
202300656	R005526	GAIA VISION COLORADO LLC	KMCFARLAND	Deny	831040	831040	0
202300657	R030667	BREEN JAMES S	ACOHEN	Deny	813180	813180	0
202300659	R071814	HARPER MELINDA E	MMAST	Adjust	1505530	1449360	-56170
202300660	R001709	AUSTIN GREG P	BBLACKETT	Deny	596840	596840	0
202300661	R073135	GORGITA DEE	MMAST	Deny	257600	257600	0
202300662	R001726	PALISADES WISHROCK LLC	BBLACKETT	Deny	3461480	3461480	0
202300663	R008537	HUFFER ROBERT A AND HUFFER GWENETH C RE	BBLACKETT	Adjust	38320	24340	-13980
202300664	R031567	COLORADO OLIVES BRANCH LLC	CMCDONALD	Deny	3855460	3855460	0
202300666	R003223	BALLARD STEPHANIE	CMCDONALD	Deny	1187890	1187890	0
202300667	R032315	BLISS MATTHEW J	KMCFARLAND	Deny	924960	924960	0
202300669	R074205	WALTON MARTHA G	ACOHEN	Adjust	843960	800630	-43330
202300670	R004982	VOGEL NANCY J	MMAST	Adjust	1202050	1158360	-43690
202300671	R025813	LOCKER MARJORIE EILLEN	ACOHEN	Adjust	744460	654280	-90180

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202300672	R003684	MCCOLLOM VANCE TRUST	CNUTGRASS	Adjust	1002250	802270	-199980
202300673	R042886	KENNISON JOHN A	BBLACKETT	Deny	36330	36330	0
202300674	R008217	KENNISON JOHN ANDREW AND MARGARET F KE	CNUTGRASS	Deny	445930	445930	0
202300675	R030051	FARNAN CHARLIE	MMAST	Deny	1904600	1904600	0
202300676	R043648	WIEGAND CHRISTOPHER	ACOHEN	Deny	1029610	1029610	0
202300677	R027261	LUMMIS ANNETTE GANO TESTAMENTARY TRUS	MMAST	Adjust	5264440	4135570	-1128870
202300678	R032260	NOWOTNY FAMILY LIVING TRUST	MMAST	Deny	1709440	1709440	0
202300680	R032399	QUEENDOM LLC	MMAST	Deny	1090400	1090400	0
202300681	R005497	FABULIC CHRISTINA	KMCFARLAND	Deny	473510	473510	0
202300682	R044615	FABULIC CHRISTINA	KMCFARLAND	Deny	697140	697140	0
202300683	R007256	SCHULTZ GREGORY	CMCDONALD	Deny	792730	792730	0
202300684	R032974	SPRING CREEK INVESTMENTS LLC	CNUTGRASS	Deny	291130	291130	0
202300685	R007762	ROBERTSON JAMES PHILIP	CNUTGRASS	Deny	165200	165200	0
202300686	R008181	ROBERTSON JAMES P	CNUTGRASS	Deny	947820	947820	0
202300687	R012669	SIEGEL KYLE SOLOMON	MMAST	Deny	324420	324420	0
202300688	R043128	MCLEROY LUKE F	MMAST	Adjust	958800	1001950	43150
202300689	R006999	KIBLER JASON	BBLACKETT	Deny	592270	592270	0
202300690	R030554	CROTHERS NICK	CMCDONALD	Deny	1230880	1230880	0
202300691	R040552	DENTON ANN CORPORATION	MMAST	Deny	426800	426800	0
202300692	R042806	WILLIAMS MICHAEL J	BBLACKETT	Deny	137800	137800	0
202300693	R074108	STONE JESSE THOMAS	BBLACKETT	Deny	803380	803380	0
202300694	R074201	PALLIS EDWARD	ACOHEN	Adjust	849110	805780	-43330
202300695	R041938	MCCUTCHIN RONALD LEE	ACOHEN	Deny	1692600	1692600	0
202300696	R004107	THOMPSON SARA L	CMCDONALD	Adjust	886900	824100	-62800
202300698	R005036	29 PARADISE LLC	MMAST	Adjust	1711690	1638980	-72710
202300699	R016006	SPADAFORA RANDY FRANK	CMCDONALD	Deny	557860	557860	0
202300700	R033595	ALPERN THOMAS ERIC	BBLACKETT	Deny	77900	77900	0
202300702	R007195	SEIDEL DOUGLAS E	BBLACKETT	Deny	255880	255880	0
202300703	R005438	BONO DEBORAH FAMILY TRUST	MMAST	Adjust	3691870	3625890	-65980
202300704	R005629	JACKSON LAMAR C &	ACOHEN	Deny	612320	612320	0
202300705	R011199	GARLAND BETH P	CNUTGRASS	Adjust	190760	135160	-55600
202300706	R008294	BRANUM KAY L LIVING TRUST	CNUTGRASS	Deny	1027590	1027590	0
202300707	R005728	WALKER THOMAS C	MMAST	Deny	2430590	2430590	0
202300709	R012052	FLYING W LAND & CATTLE CO LLC	CNUTGRASS	Deny	2202060	2202060	0

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202300710	R003044	MONTGOMERY MICHAEL E	CMCDONALD	Deny	3952390	3952390	0
202300711	R007186	WOODCOCK REALTY HOLDINGS LLC	CNUTGRASS	Deny	1169780	1169780	0
202300712	R033144	WOODCOCK REALTY HOLDINGS LLC	CNUTGRASS	Deny	637580	637580	0
202300714	R031570	MILLER WILLIAM III	CMCDONALD	Deny	4208090	4208090	0
202300715	R004911	STEIN TODD	MMAST	Adjust	1737280	1702250	-35030
202300716	R015271	KATO JOHN REVOCABLE LIVING TRUST	ACOHEN	Deny	1350560	1350560	0
202300717	R030467	DACUS RHETT K	CNUTGRASS	Deny	1019700	1019700	0
202300718	R007835	JOHNSTON BRADLEY FREDERICK	BBLACKETT	Adjust	30990	40290	9300
202300719	R042611	SIMPSON AL	MMAST	Deny	322000	322000	0
202300720	R008328	LANDESMAN KASANDRA REVOCABLE TRUST	BBLACKETT	Deny	400360	400360	0
202300721	R012153	PARADISO RICHARD N	CNUTGRASS	Deny	637970	637970	0
202300723	R041468	KONG-EATON CHRISTY A	ACOHEN	Deny	1168670	1168670	0
202300724	R007794	BBBJ2 FAMILY LIMITED PARTNERSHIP	MMAST	Adjust	3770740	3676860	-93880
202300725	R005387	HERRMANN DAVID S	MMAST	Adjust	2733160	2562680	-170480
202300726	R030451	FISCHER JOHN LIVING TRUST	CNUTGRASS	Deny	2712990	2712990	0
202300727	R002385	MOGEL MICHELE M	BBLACKETT	Deny	642230	642230	0
202300728	R041572	WIENER R PAUL TRUST NO 1	ACOHEN	Deny	1293460	1293460	0
202300729	R031079	RUBIN MICHAEL ROBERT	ACOHEN	Deny	1233820	1233820	0
202300730	R012799	JANICE DAVID	MMAST	Adjust	3257210	3192070	-65140
202300731	R071971	HAAS TRACEY ANN	ACOHEN	Adjust	4257540	4109890	-147650
202300732	R025334	POOLE ROBERT	BBLACKETT	Adjust	68180	39000	-29180
202300733	R072622	GODDARD WILLIAM R JR	BBLACKETT	Adjust	697000	517820	-179180
202300734	R031819	GODDARD WILLIAM R JR	BBLACKETT	Deny	297500	297500	0
202300735	R031820	GODDARD WILLIAM R JR	BBLACKETT	Deny	297500	297500	0
202300736	R071009	KOZLOWSKI DAVID	BBLACKETT	Deny	553760	553760	0
202300737	R042509	RATHERBY INVESTMENTS LLC	MMAST	Adjust	809280	417490	-391790
202300738	R015471	WINTER STEPHEN J	ACOHEN	Deny	1149500	1149500	0
202300739	R043490	WINTER STEPHEN J	JZIMMERMAN	Deny	79790	79790	0
202300740	R005506	MCKINNEY-GUARRAIA COLUMBINE TRUST	KMCFARLAND	Deny	1021890	1021890	0
202300741	R005523	WINKLER WM PRESLEY JR	KMCFARLAND	Deny	956550	956550	0
202300742	R041444	CARTER DANIEL SPRINGS	MMAST	Adjust	809280	672150	-137130
202300743	R071833	MIEDEMA PHILIP A	CMCDONALD	Deny	663790	663790	0
202300744	R027107	ANNALA HOLLY	MMAST	Adjust	408140	346910	-61230
202300745	R015005	ANNALA HOLLY	MMAST	Adjust	1349210	1287980	-61230

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202300746	R041149	MARTIN JASON S REVOCABLE TRUST	MMAST	Deny	1875750	1875750	0
202300747	R041887	BRENNISE JENNIFER	ACOHEN	Adjust	641570	589350	-52220
202300748	R015188	MAUDSLEY TERANN A	ACOHEN	Deny	914610	914610	0
202300750	R042374	DYKES JEFFREY L	CMCDONALD	Deny	792930	792930	0
202300751	R071035	BARZ KIM D	BBLACKETT	Deny	586100	586100	0
202300752	R071036	BARZ KIM D	BBLACKETT	Deny	306640	306640	0
202300753	R004195	TICCONI BRUNO	CMCDONALD	Deny	169370	169370	0
202300754	R004139	TICCONI BRUNO	CMCDONALD	Deny	548430	548430	0
202300755	R032281	SINGLETON ELIZABETH ASHLEY	ACOHEN	Deny	642070	642070	0
202300756	R003661	TURNER LARRY D	CNUTGRASS	Deny	358540	358540	0
202300757	R012699	GASPARI DUSTIN J REVOCABLE TRUST	MMAST	Deny	1323290	1323290	0
202300758	R013713	DELANEY FAMILY INVESTMENTS LLLP	CMCDONALD	Deny	170300	170300	0
202300759	R012415	KNIGHT ROSE ANN	CNUTGRASS	Deny	85150	85150	0
202300760	R017600	MOORE JAMES RODERICK	ACOHEN	Adjust	323610	307430	-16180
202300761	R015613	DELANEY FAMILY INVESTMENTS LLLP	CMCDONALD	Deny	276740	276740	0
202300762	R033884	JOHNSON FAMILY TRUST	KMCFARLAND	Deny	1368540	1368540	0
202300763	R007145	STOECKER CLAUDIA A	CNUTGRASS	Adjust	299260	160190	-139070
202300764	R030958	ORTGESSEN LUKE	MMAST	Deny	2827860	2827860	0
202300765	R031047	ORTGESSEN LUKE	CMCDONALD	Deny	1603610	1603610	0
202300766	R031959	MILLER ALLAN M	MMAST	Deny	3432470	3432470	0
202300767	R072624	HYATT FAMILY TRUST	BBLACKETT	Deny	987060	987060	0
202300769	R005796	MINEO KEVIN ANTHONY	KMCFARLAND	Deny	1491590	1491590	0
202300771	R005029	FAZIO FAMILY TRUST	BBLACKETT	Deny	1499030	1499030	0
202300772	R003468	GOTHIC AVE JOINT VENTURE	ACOHEN	Deny	1639640	1639640	0
202300773	R012951	STARR JAMES H	ACOHEN	Adjust	920040	633070	-286970
202300775	R071257	GUNNISON VALLEY HOUSING FOUNDATION	JZIMMERMAN	Adjust	145500	18350	-127150
202300776	R003330	OKEMAH ABSTRACT & TITLE CO	CMCDONALD	Deny	2881010	2881010	0
202300777	R006003	PICKERILL MICHAEL	ACOHEN	Deny	726700	726700	0
202300778	R043252	GARRETT JOHN R	MMAST	Adjust	2149030	1877870	-271160
202300779	R010600	STERN LYDIA SHAFER	BBLACKETT	Deny	729190	729190	0
202300780	R031001	BENSON M CATHERINE	MMAST	Adjust	1924190	1887600	-36590
202300781	R072119	FOXTROT ABL LLC	MMAST	Deny	930000	930000	0
202300782	R013395	BENSON M CATHERINE	MMAST	Deny	1380550	1380550	0
202300783	R041110	BENSON M CATHERINE TRUST	CMCDONALD	Deny	1393110	1393110	0

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202300785	R040505	NEST LIVING TRUST	MMAST	Adjust	3825090	3016260	-808830
202300786	R031569	CB ROCKS LLC	CMCDONALD	Adjust	4436670	4404420	-32250
202300787	R013439	WILDERNESS CABIN LLC THE	CMCDONALD	Adjust	1188670	1154450	-34220
202300788	R007668	ALLAN BETSY	CNUTGRASS	Deny	598970	598970	0
202300789	R016449	JAEGER LARRY JOHN	CNUTGRASS	Adjust	515780	428620	-87160
202300790	R016452	MERR KIM MARIE	CNUTGRASS	Deny	780580	780580	0
202300791	R016453	MERR KIM MARIE	CNUTGRASS	Adjust	73500	51450	-22050
202300792	R003257	SOPRIS HOUSE LLC	CMCDONALD	Adjust	5249630	2850460	-2399170
202300793	R012013	BURRELL RALPH EDWIN JR	CNUTGRASS	Deny	359690	359690	0
202300794	R016240	WILSON GEORGE M	ACOHEN	Adjust	808830	794830	-14000
202300795	R005391	BOROWICK JEFFREY M	MMAST	Adjust	2094660	2071980	-22680
202300796	R033883	BOLICH DONALD L ROVACBLE TRUST	ACOHEN	Deny	1143950	1143950	0
202300798	R044233	SALAT MICHAEL R	BBLACKETT	Deny	194300	194300	0
202300799	R015514	ND ENTERPRISES LLC	JZIMMERMAN	Adjust	4362500	2100000	-2262500
202300800	R043030	NIBOT LLC	ACOHEN	Deny	217240	217240	0
202300801	R006045	COLORADO PROPERTIES LIMITED PARTNERSHIP	ACOHEN	Deny	451000	451000	0
202300802	R006047	COLORADO PROPERTIES LIMITED PARTNERSHIP	ACOHEN	Deny	424320	424320	0
202300803	R006049	COLORADO PROPERTIES LIMITED PARTNERSHIP	ACOHEN	Deny	364290	364290	0
202300804	R005900	BERNS DARREN H	ACOHEN	Deny	931460	931460	0
202300805	R040529	TRAL REAL ESTATE LLC ATTN MARC MALLORY	MMAST	Adjust	897780	808000	-89780
202300806	R040572	TZEDEK LLC ATTN MARC MALLORY	MMAST	Deny	661540	661540	0
202300807	R032584	DIVINE RICHARD D REVOCABLE TRUST	MMAST	Adjust	3104240	2797690	-306550
202300808	R042699	KELLY SEAN M	MMAST	Adjust	2316370	2103160	-213210
202300809	R041473	BOTSCH ERIC	MMAST	Deny	2118390	2118390	0
202300810	R007038	COSTELLO LOUIS F	BBLACKETT	Deny	398130	398130	0
202300811	R073943	COSTELLO LOUIS F	BBLACKETT	Deny	726470	726470	0
202300812	R073944	COSTELLO LOUIS F	BBLACKETT	Deny	870250	870250	0
202300813	R041454	GOOD LAWRENCE M	JZIMMERMAN	Adjust	178800	84000	-94800
202300814	R074123	JONELY JAMES	CNUTGRASS	Adjust	400910	455630	54720
202300815	R073294	COBURN WILLIAM E II	ACOHEN	Deny	584500	584500	0
202300816	R002955	FLESCH MEGAN	ACOHEN	Deny	413220	413220	0
202300817	R073295	COBURN WILLIAM E II	ACOHEN	Deny	584500	584500	0
202300818	R073296	COBURN WILLIAM E II	ACOHEN	Deny	610790	610790	0
202300819	R003689	HERMAN EDWARD GEORGE	CNUTGRASS	Deny	691780	691780	0

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202300820	R043188	ADRIAN CHRISTOPHER G	MMAST	Deny	2037200	2037200	0
202300821	R008687	WHITE CHRISTOPHER E	BBLACKETT	Deny	47800	47800	0
202300822	R044135	KOB GARY	MMAST	Deny	461400	461400	0
202300823	R003563	DEAN JAMES LEWIS	ACOHEN	Deny	860390	860390	0
202300824	R005434	FELICE STEPHEN J	MMAST	Deny	476600	476600	0
202300825	R007777	COBURN WILLIAM E II	CNUTGRASS	Adjust	572900	545810	-27090
202300826	R005511	MOUNTAINVIEW II LLC	ACOHEN	Deny	1195770	1195770	0
202300827	R013297	CONIGLIO LINDBERG TRUST	MMAST	Deny	756000	756000	0
202300829	R014093	SCHACHTER SPENCER S	CMCDONALD	Deny	159200	159200	0
202300830	R003053	LUND GERALD R	CMCDONALD	Deny	1982040	1982040	0
202300831	R071751	HUMMING BIRD PROPERTIES LLC	CNUTGRASS	Adjust	618030	527200	-90830
202300832	R074111	HUMMING BIRD PROPERTIES LLC	CNUTGRASS	Deny	297510	297510	0
202300834	R030387	COBURN WILLIAM E II	MMAST	Deny	3290580	3290580	0
202300835	R003176	COBURN WILLIAM E II	JZIMMERMAN	Adjust	3228320	2583980	-644340
202300836	R004865	UERLING MEGAN R	BBLACKETT	Deny	1597780	1597780	0
202300837	R040965	MOORE STEVEN C	MMAST	Adjust	1024800	1008070	-16730
202300838	R005505	HSL LIVING TRUST	KMCFARLAND	Deny	548540	548540	0
202300839	R004966	MOUNTAIN MOUSE LLC	BBLACKETT	Deny	1783030	1783030	0
202300840	R013163	HIRD PAUL A	MMAST	Deny	1225280	1225280	0
202300841	R033878	WICK MARTIN ANTHONY III	KMCFARLAND	Deny	1436960	1436960	0
202300842	R005515	WALD DAVID J	KMCFARLAND	Deny	930010	930010	0
202300843	R001623	SHOEMAKER FORREST	BBLACKETT	Adjust	454290	400430	-53860
202300844	R003141	HEGEMAN ALANSON D	CMCDONALD	Deny	1819390	1819390	0
202300845	R003610	HEGEMAN ALANSON D	ACOHEN	Adjust	171080	71440	-99640
202300846	R040058	HEGEMAN ALANSON D	ACOHEN	Deny	331860	331860	0
202300847	R043204	HUMPHREYS MANAGEMENT TRUST	MMAST	Deny	6952410	6952410	0
202300848	R043206	HUMPHREYS MANAGEMENT TRUST	MMAST	Deny	1711200	1711200	0
202300849	R070891	WILCOX WARREN O	CNUTGRASS	Adjust	103110	102610	-500
202300850	R007579	THOMPSON JAMES H	CNUTGRASS	Deny	901930	901930	0
202300851	R005710	CAMELOT WYO LLC	ACOHEN	Deny	868640	868640	0
202300852	R074102	SEABURY ELIZABETH	CMCDONALD	Adjust	2642130	2056800	-585330
202300853	R011850	SPRUCE HAVEN LLC	CNUTGRASS	Adjust	563720	549020	-14700
202300855	R042018	MEADOWS INVESTMENT LLC	MMAST	Deny	752330	752330	0
202300856	R041476	MACFARLANE WILLIAM JOHN	MMAST	Deny	2107420	2107420	0

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202300857	R043686	MEADOWS INVESTMENT LLC	MMAST	Adjust	889450	741210	-148240
202300858	R073810	CURTIS ELIZABETH L	CNUTGRASS	Deny	855650	855650	0
202300859	R011135	COTE WILLIAM	CMCDONALD	Adjust	543510	539750	-3760
202300860	R005512	DOUGLASS H ROBERT	KMCFARLAND	Deny	760880	760880	0
202300861	R005930	OMAN BRYCE	KMCFARLAND	Adjust	937890	818800	-119090
202300862	R008343	DOWNING SARAH ANN	BBLACKETT	Deny	488560	488560	0
202300863	R003408	MCCLELLAND JAMES DAVID	CMCDONALD	Deny	915990	915990	0
202300864	R006111	DANIELS JENNIFER	ACOHEN	Deny	759500	759500	0
202300865	R004938	DIXON TRUST	MMAST	Adjust	1796600	1600530	-196070
202300866	R006191	GUNSOLUS REVOCABLE LIVING TRUST	ACOHEN	Adjust	998180	962530	-35650
202300867	R071217	FOUNDATION CAPITAL RESOURCES INC	JZIMMERMAN	Adjust	4613320	3808500	-804820
202300868	R005801	TAPPER VALLI J LIVING TRUST AGREEMENT	KMCFARLAND	Deny	1168670	1168670	0
202300870	R014743	MYERS DALLAS P	CNUTGRASS	Deny	177130	177130	0
202300871	R041413	KENNEALLY DANIEL F	MMAST	Deny	815410	815410	0
202300872	R045323	WELTZIN JEFFREY F	MMAST	Deny	2885800	2885800	0
202300873	R072842	LORD KIMBERLY E	ACOHEN	Adjust	1018900	917500	-101400
202300874	R030746	CHAPMAN DANIEL H	MMAST	Deny	2586710	2586710	0
202300875	R013396	GLACIER SCHOOLHOUSE LLC	MMAST	Deny	1051850	1051850	0
202300876	R032973	FOLTZ DANIEL P	CNUTGRASS	Adjust	144140	108100	-36040
202300877	R073853	J ANTONETTE LLC	CMCDONALD	Deny	1354580	1354580	0
202300878	R073261	KAPUSHION RUTH M FAMILY PARTNERSHIP LLLP	CMCDONALD	Deny	1480260	1480260	0
202300879	R073270	KAPUSHION RUTH M FAMILY PARTNERSHIP LLLP	CMCDONALD	Deny	1480260	1480260	0
202300880	R005501	NORMANDY WHETSTONE LLC	KMCFARLAND	Deny	999830	999830	0
202300881	R008628	GRIFFITHS FAMILY CABIN LLC	CNUTGRASS	Adjust	539710	414200	-125510
202300882	R008514	ISHAM DALLAS W	BBLACKETT	Deny	428370	428370	0
202300883	R030079	POZNER JASON	MMAST	Adjust	1421080	1374390	-46690
202300884	R014630	DOUGLAS MICHAEL J	CNUTGRASS	Adjust	85710	81500	-4210
202300885	R033504	LIGHT DAVID W IV	MMAST	Adjust	4053010	3179460	-873550
202300886	R012483	GATEVIEW RANCH INC	CNUTGRASS	Deny	589590	589590	0
202300887	R008902	WILCOX WARREN O	CNUTGRASS	Deny	483500	483500	0
202300888	R041997	BIGGS ADELAIDE E	MMAST	Adjust	5781710	5527300	-254410
202300889	R041419	ADAMS PAUL H	CMCDONALD	Deny	1600310	1600310	0
202300892	R016180	BEALL NOLAN DOUGLAS	CMCDONALD	Deny	475280	475280	0
202300893	R003207	DBC LTD	CMCDONALD	Deny	1418820	1418820	0

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202300894	R071766	MUJO RANCH LLC	MMAST	Deny	3895860	3895860	0
202300895	R008447	BOLLMAN MARK BROOKS IV	CNUTGRASS	Adjust	1156210	929870	-226340
202300896	R032060	SIKORA DAVID	MMAST	Deny	1531140	1531140	0
202300897	R005396	WISEMAN RENEE S	ACOHEN	Adjust	278970	209230	-69740
202300898	R040025	WISEMAN RENEE S	ACOHEN	Adjust	520560	234250	-286310
202300899	R015359	GORDON ROBERT H	ACOHEN	Deny	1015810	1015810	0
202300900	R011475	EPPLER MARGARET	CNUTGRASS	Deny	947670	947670	0
202300901	R041478	PRATT FAMILY REVOCABLE TRUST	MMAST	Deny	2107420	2107420	0
202300903	R007233	MEYER KRISTIN R	CNUTGRASS	Deny	603110	603110	0
202300904	R045519	EQUITY TRUST COMPANY CUSTODIAN FBO HEM	BBLACKETT	Deny	214660	214660	0
202300905	R045520	EQUITY TRUST COMPANY CUSTODIAN FBO HEM	BBLACKETT	Deny	214660	214660	0
202300906	R009493	MCDONALD FAMILY TRUST	CNUTGRASS	Deny	755310	755310	0
202300907	R043199	STEWART VENTURES LTD	MMAST	Deny	1711200	1711200	0
202300908	R043819	BLUE IRIS TRUST	ACOHEN	Deny	3440020	3440020	0
202300909	R043790	MCM INVESTMENTS LLC	ACOHEN	Adjust	1829670	1497010	-332660
202300910	R007329	SPANN LINDA G	MMAST	Adjust	435100	431920	-3180
202300912	R003081	PAUL CAROLYN J	CMCDONALD	Deny	1811250	1811250	0
202300913	R004920	KOTA RAMA S	MMAST	Adjust	262560	180510	-82050
202300914	R008059	MAULE FAMILY IRREVOCABLE TRUST	BBLACKETT	Deny	40290	40290	0
202300916	R043958	ZIV DROR DANIEL	ACOHEN	Deny	202590	202590	0
202300917	R008140	RIGGLEMAN CAROL ANN H	CNUTGRASS	Adjust	429620	413230	-16390
202300918	R027345	SOLARI MARC J	CMCDONALD	Deny	777450	777450	0
202300919	R008255	SAWMILL TRUST A	CNUTGRASS	Adjust	214600	167140	-47460
202300920	R003908	SAWMILL TRUST A	CNUTGRASS	Deny	1585120	1585120	0
202300922	R012768	SOLARI MARC J	MMAST	Deny	2609270	2609270	0
202300924	R009469	OSBORNE TARA	CNUTGRASS	Adjust	906420	842340	-64080
202300925	R013676	SOLARI MARC	BBLACKETT	Deny	35430	35430	0
202300927	R017172	BREKKE JEFFREY	CNUTGRASS	Adjust	905740	665150	-240590
202300929	R042679	OROURKE PETER	MMAST	Deny	1946180	1946180	0
202300930	R070748	CARVER RUTH A REVOCABLE TRUST	CMCDONALD	Deny	5238570	5238570	0
202300931	R011877	KIMBALL ERIC ALAN	CNUTGRASS	Deny	454550	454550	0
202300932	R005819	STOCK REAL ESTATE LLC	ACOHEN	Adjust	1331320	1212800	-118520
202300933	R007333	TRENTAZ WENDY	CNUTGRASS	Adjust	214090	119810	-94280
202300934	R012456	GLOVER TIMOTHY B JR	CNUTGRASS	Deny	280060	280060	0

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202300935	R005070	DEMOSS CHAD	MMAST	Adjust	256000	213330	-42670
202300936	R008890	WESLEY FAMILY TRUST THE	CNUTGRASS	Deny	1330570	1330570	0
202300937	R010482	CRESSMAN ROBERTA KIM	BBLACKETT	Deny	324090	324090	0
202300938	R010483	CRESSMAN ROBERTA KIM	BBLACKETT	Deny	324090	324090	0
202300940	R045212	GIDDAY LISA K TRUST	MMAST	Deny	4203630	4203630	0
202300941	R015290	GIDDAY LISA K TRUST	ACOHEN	Deny	467960	467960	0
202300943	R016462	CHRISTIANSON JULIE LYNN	CNUTGRASS	Deny	660880	660880	0
202300944	R030589	RYCHEL W KENT	MMAST	Adjust	715210	610260	-104950
202300945	R006087	DOWNING DONALD F	MMAST	Adjust	1027290	951360	-75930
202300946	R003911	RAMSEY KENNETH W	CNUTGRASS	Deny	279290	279290	0
202300947	R017203	EDWARDS MARY	BBLACKETT	Adjust	49820	21130	-28690
202300948	R025505	PIFFER DUANE	CMCDONALD	Deny	116210	116210	0
202300949	R030692	THOMAS NICOLE MICHELLE	CMCDONALD	Deny	1046350	1046350	0
202300950	R043405	TOMICH INTERESTS LLC	BBLACKETT	Deny	410000	410000	0
202300951	R043406	TOMICH INTERESTS LLC	BBLACKETT	Deny	410000	410000	0
202300952	R003457	COLORADO REAL ESTATE TRUST	CMCDONALD	Adjust	1565520	805050	-760470
202300953	R033104	LYPPS ROXIE J	JZIMMERMAN	Adjust	334840	257830	-77010
202300954	R003300	LYPPS ROXIE J	ACOHEN	Deny	2167750	2167750	0
202300955	R003161	LYPPS ROXIE J	ACOHEN	Deny	1327840	1327840	0
202300956	R043037	LYPPS ROXIE J	ACOHEN	Deny	183360	183360	0
202300957	R015308	LYPPS ROXIE J	ACOHEN	Adjust	494460	469740	-24720
202300958	R002423	LYPPS ROXIE	ACOHEN	Deny	82800	82800	0
202300959	R071819	MARBLE SHOP LLC	JZIMMERMAN	Deny	554150	554150	0
202300960	R017797	CHANDLER JOHN VANN	BBLACKETT	Deny	131800	131800	0
202300961	R014735	BLACK MESA LAND LLC	CNUTGRASS	Deny	985660	985660	0
202300962	R030738	FULLMER ERIC JON LIVING TRUST	ACOHEN	Deny	353820	353820	0
202300963	R014356	CHURCHILL WAHLBRINK FAMILY TRUST	CMCDONALD	Adjust	182000	141960	-40040
202300964	R014421	CHURCHILL WAHLBRINK FAMILY TRUST	CMCDONALD	Deny	26000	26000	0
202300965	R014417	CHURCHILL WAHLBRINK FAMILY TRUST	CMCDONALD	Deny	26000	26000	0
202300967	R014414	CHURCHILL WAHLBRINK FAMILY TRUST	CMCDONALD	Deny	26000	26000	0
202300968	R014429	CHURCHILL WAHLBRINK FAMILY TRUST	CMCDONALD	Deny	130000	130000	0
202300969	R041030	HEASLEY JEFF	CNUTGRASS	Deny	564400	564400	0
202300970	R043002	KENNEL JERRY S	ACOHEN	Deny	214600	214600	0
202300971	R005161	MILLS ROBERT A	MMAST	Adjust	1772810	1924490	151680

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202300973	R004884	GMW ASSET TRUST	MMAST	Adjust	1975550	1805890	-169660
202300974	R017151	SIEMER MICHELLE M	BBLACKETT	Adjust	174200	94800	-79400
202300975	R071268	SHMILY JEMS LLC	BBLACKETT	Deny	2622730	2622730	0
202300976	R006234	KELLY TIM	ACOHEN	Deny	510050	510050	0
202300977	R015083	TRAIN ELIZABETH CLARK	ACOHEN	Deny	983660	983660	0
202300978	R025806	GREYDANUS TIMOTHY P	MMAST	Adjust	1182100	1162590	-19510
202300979	R073589	CAPPELLUCCI STEVEN L	CNUTGRASS	Adjust	988880	1019490	30610
202300981	R005839	MARSTON THOMAS H	KMCFARLAND	Deny	462710	462710	0
202300983	R005810	PIERSON JENNIFER	ACOHEN	Adjust	1484800	1291130	-193670
202300984	R007525	SEETON JAMES F	BBLACKETT	Adjust	132590	145850	13260
202300985	R041104	HODGES PRISCILLA ANN	CMCDONALD	Adjust	5907610	4984690	-922920
202300986	R005211	WEISBROD CARL	ACOHEN	Adjust	879080	719250	-159830
202300988	R030713	OREN GLENN E	CNUTGRASS	Adjust	881970	732490	-149480
202300989	R003489	DAY FAMILY TRUST	CMCDONALD	Deny	1732630	1732630	0
202300990	R030714	OREN GLENN E	ACOHEN	Adjust	70000	35000	-35000
202300991	R044083	BILLINGSLEY FAMILY REVOCABLE TRUST	CLINVILLE	Adjust	116500	63930	-52570
202300992	R030192	CEDON REALTY LTD	CNUTGRASS	Adjust	322640	247610	-75030
202300993	R030193	RINGLER INVESTMENTS LTD	CNUTGRASS	Adjust	322640	397680	75040
202300994	R002783	MCNEILL WALLACE	JZIMMERMAN	Adjust	1379160	1217460	-161700
202300995	R024709	JACOBSON SOPHIE R	ACOHEN	Adjust	1264080	1061190	-202890
202300996	R007813	MCNEILL WALLACE	BBLACKETT	Deny	240100	240100	0
202300997	R017456	HERKERT & MEISEL TRUNK CO	BBLACKETT	Deny	466600	466600	0
202300998	R012691	DOWNING RYAN PHILIP	MMAST	Adjust	1759140	1586980	-172160
202300999	R043186	COCKRELL INVESTMENT PARTNERS LP	MMAST	Deny	2037200	2037200	0
202301000	R011263	TAYLOR PLACER LTD	CNUTGRASS	Deny	5872550	5872550	0
202301001	R040557	KASKOW CHRISTOPHER J	MMAST	Deny	2151580	2151580	0
202301002	R013174	GRAFF JUDY	KMCFARLAND	Deny	701870	701870	0
202301003	R011838	KASKOW CHRISTOPHER J	CNUTGRASS	Adjust	385060	361540	-23520
202301004	R004980	CMR COLORADO LLC	BBLACKETT	Deny	1771460	1771460	0
202301006	R001058	LUKASSEN EVAN M	BBLACKETT	Deny	511650	511650	0
202301007	R030194	RINGLER INVESTMENTS LTD	CNUTGRASS	Deny	2280890	2280890	0
202301008	R013123	VAN DELAY INDUSTRIES LTD	CNUTGRASS	Deny	979240	979240	0
202301009	R042291	ODONNELL TOBIN S	MMAST	Deny	896700	896700	0
202301012	R070639	COLVIN TOD MICHAEL	MMAST	Deny	672000	672000	0

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202301013	R070640	COLVIN TOD MICHAEL	MMAST	Deny	1671070	1671070	0
202301014	R011589	HARRIS BOBBIE J	CNUTGRASS	Deny	468450	468450	0
202301015	R013232	WOODS RAYMOND M	BBLACKETT	Adjust	57720	26380	-31340
202301016	R003729	SCOTT JOYCE A	CNUTGRASS	Adjust	337910	295830	-42080
202301017	R003052	SLATE RIVER VIEW LLC	CMCDONALD	Deny	5328400	5328400	0
202301018	R025259	ROBINSON COREY	ACOHEN	Deny	661550	661550	0
202301019	R031350	ANDERSON KRISTEN M	KMCFARLAND	Deny	519980	519980	0
202301020	R042695	540 N AVION LLC	MMAST	Adjust	370920	351200	-19720
202301021	R006124	DENBOW JOHN DANIEL	ACOHEN	Adjust	854580	746060	-108520
202301022	R006159	DENBOW DAN	ACOHEN	Adjust	775710	711070	-64640
202301023	R006157	DENBOW DAN	ACOHEN	Adjust	816350	748320	-68030
202301024	R006123	DENBOW DAN	ACOHEN	Adjust	756830	693770	-63060
202301025	R007841	LACEY KENT	CNUTGRASS	Deny	916830	916830	0
202301026	R005381	HICKORY POINT LAND TRUST 0892	MMAST	Deny	3937840	3937840	0
202301027	R005793	VANDERSTEEG JEFFREY LYNN	KMCFARLAND	Deny	1227100	1227100	0
202301028	R027249	NOVATT SETH	MMAST	Deny	4513970	4513970	0
202301029	R044508	NOVATT SETH	ACOHEN	Deny	503500	503500	0
202301030	R015571	ROACH GERALD & CAROLYN REVOCABLE LIVING	MMAST	Adjust	999960	649970	-349990
202301031	R005089	RACEK WILLIAM M	MMAST	Adjust	1446840	1404170	-42670
202301033	R072575	A & B MARBLE LLLP	CMCDONALD	Deny	489640	489640	0
202301034	R006117	RUZICKA LLC	KMCFARLAND	Deny	790320	790320	0
202301035	R042734	LAKE RIDGE LLC	MMAST	Adjust	642120	301960	-340160
202301036	R042735	LAKE RIDGE LLC	MMAST	Adjust	642120	301960	-340160
202301037	R030727	CHAPPELL KEVIN AND BECKY FAMILY PLAN	MMAST	Deny	1313540	1313540	0
202301038	R006119	KLEIN HOWARD HENRY III	KMCFARLAND	Deny	758020	758020	0
202301039	R030825	BAADE JOHN AND ROBIN TRUST	ACOHEN	Deny	213040	213040	0
202301040	R043514	BAADE JOHN AND ROBIN TRUST	ACOHEN	Deny	213040	213040	0
202301041	R072723	BAADE JOHN AND ROBIN TRUST	ACOHEN	Deny	213040	213040	0
202301042	R032533	MCGUIRE DAVID M	MMAST	Deny	1451610	1451610	0
202301043	R008047	MCNEARNEY MCPHERSON REVOCABLE TRUST	CNUTGRASS	Adjust	1722850	1345060	-377790
202301044	R005820	FUNKE FREDERICK J	ACOHEN	Adjust	892570	776150	-116420
202301045	R001266	HOULE TODD E	JZIMMERMAN	Adjust	823000	644260	-178740
202301046	R012424	GIRVAN RICHARD C	CNUTGRASS	Adjust	410460	344370	-66090
202301047	R074346	CLAYTON DWIGHT	CNUTGRASS	Deny	553080	553080	0

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202301049	R014365	MELLISH THOMAS RAYMOND	CMCDONALD	Deny	974270	974270	0
202301050	R005500	LINCOLN PROPERTY CO	KMCFARLAND	Deny	1049820	1049820	0
202301051	R008752	EGGERS BRUCE A	CNUTGRASS	Deny	750840	750840	0
202301053	R011518	AUFDERHEIDE JOAN M	CNUTGRASS	Adjust	394350	411580	17230
202301054	R043468	WENTWORTH BRET A	BBLACKETT	Deny	395600	395600	0
202301055	R001290	DAVIDSON RICHARD H	BBLACKETT	Deny	374470	374470	0
202301056	R006141	SAN MORITZ INVESTMENTS LLC	KMCFARLAND	Adjust	1090710	991550	-99160
202301058	R006027	LINCK JILL	ACOHEN	Adjust	1120180	1069260	-50920
202301059	R013790	BEGLY JERRY LEE	CMCDONALD	Deny	823440	823440	0
202301060	R070600	CARNEY BRIAN THOMAS	ACOHEN	Deny	577190	577190	0
202301061	R015246	KUJAWSKI DUSTIN	ACOHEN	Adjust	904500	871950	-32550
202301062	R008193	CRAWFORD KRISTI	CNUTGRASS	Adjust	694930	479900	-215030
202301063	R043551	PUGH BRIAN AND ALLISON REVOCABLE LIVING T	MMAST	Deny	2216460	2216460	0
202301064	R003213	OBAID SAMMY TAHER	CMCDONALD	Adjust	2026410	1939240	-87170
202301065	R015214	BOSWORTH ROBERT J	ACOHEN	Adjust	291530	253500	-38030
202301066	R001749	PURRINGTON JULIA	BBLACKETT	Deny	638010	638010	0
202301067	R031786	PRATT TERESA A	MMAST	Deny	2177420	2177420	0
202301068	R026817	PATTON ROBERT I	ACOHEN	Deny	853840	853840	0
202301069	R043227	SNEAD BRAD	MMAST	Deny	946840	946840	0
202301070	R028070	SOUCHERAY JOHN A	CMCDONALD	Deny	2361970	2361970	0
202301071	R042546	JOHNSON ROBERT K	MMAST	Adjust	1775610	1537220	-238390
202301072	R005904	SCHAEFFER MARK	ACOHEN	Deny	813180	813180	0
202301073	R007830	POPE CONNIE CROSS TRUST	CNUTGRASS	Deny	796120	796120	0
202301074	R015674	NOTO JOHN PHILLIP	CMCDONALD	Adjust	130200	78120	-52080
202301075	R041477	GAUTIER TODD	MMAST	Deny	2118390	2118390	0
202301076	R071280	PASSMORE JOHN	CMCDONALD	Deny	996920	996920	0
202301077	R012875	KNECHT STEPHEN M	CMCDONALD	Deny	340740	340740	0
202301078	R012873	KNECHT STEPHEN M	CMCDONALD	Deny	482840	482840	0
202301079	R012876	KNECHT STEPHEN M	CMCDONALD	Deny	349710	349710	0
202301081	R013876	HEGER CARLA	CMCDONALD	Adjust	346510	164650	-181860
202301082	R072272	GATES GARY W JR	CNUTGRASS	Deny	1356740	1356740	0
202301083	R072273	GATES GARY W JR	CNUTGRASS	Deny	2569190	2569190	0
202301085	R013809	DONNELLY ROBERT D	CMCDONALD	Adjust	877360	872210	-5150
202301086	R013810	DONNELLY ROBERT D	CMCDONALD	Deny	130200	130200	0

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202301087	R041035	GARDNER JEFFREY SCOTT	CNUTGRASS	Deny	2546120	2546120	0
202301088	R032259	TILLERY STEPHEN M DESCENDANTS TRUST	MMAST	Deny	4513510	4513510	0
202301089	R033746	SATTERLEE WINSTON REVOCABLE TRUST	MMAST	Deny	1537060	1537060	0
202301090	R027754	JKM LLC	MMAST	Adjust	1868250	1572590	-295660
202301091	R027269	SPOTTED HAWK INVESTMENTS LLC	MMAST	Deny	3652730	3652730	0
202301092	R014807	HAZEL LAKE LLC	CNUTGRASS	Deny	28000	28000	0
202301093	R014816	HAZEL LAKE LLC	CNUTGRASS	Deny	372800	372800	0
202301094	R007164	DUNCAN & ISHAM RETREAT INC	BBLACKETT	Adjust	517130	395180	-121950
202301095	R031571	COKINOS KEVIN M	CMCDONALD	Deny	2896050	2896050	0
202301096	R009041	LIPPOTH DAVID L	BBLACKETT	Adjust	357080	218170	-138910
202301097	R033294	LIPPOTH DAVID L	BBLACKETT	Adjust	39500	24140	-15360
202301098	R032367	HUCKINS ROBERT F REV LIVING TRUST	MMAST	Deny	2825140	2825140	0
202301099	R031965	SLOAN AARON	MMAST	Deny	3630440	3630440	0
202301100	R014836	TISCHBEIN D GEOFFREY	CNUTGRASS	Adjust	278950	199970	-78980
202301101	R005519	SAIED V C	KMCFARLAND	Deny	993590	993590	0
202301102	R040112	MUSHOVIC TOREN GEORGE EVERS	MMAST	Deny	1360500	1360500	0
202301103	R032582	HICKS JANET K REVOCABLE TRUST	MMAST	Deny	3635190	3635190	0
202301105	R002908	CLARK RAYMOND F	CMCDONALD	Deny	1719190	1719190	0
202301106	R041943	WILSON PATRICIA ANN	ACOHEN	Deny	1449200	1449200	0
202301107	R072724	TROMBETTI TRAHERN N	ACOHEN	Deny	179400	179400	0
202301108	R041941	LINDSEY MARCIA	ACOHEN	Deny	906360	906360	0
202301109	R032545	MOORE STEVEN C	MMAST	Adjust	1810960	1547980	-262980
202301110	R015517	SANCHEZ INTERESTS LTD	MMAST	Deny	2466470	2466470	0
202301111	R044541	CHALET 403 LLC	KMCFARLAND	Deny	431660	431660	0
202301112	R015516	SANCHEZ INTERESTS LTD	MMAST	Deny	678810	678810	0
202301113	R026561	WOODS GLENN L	BBLACKETT	Adjust	57720	26380	-31340
202301114	R005764	EINSIDLER DAVID L	KMCFARLAND	Deny	651960	651960	0
202301115	R041434	CB BUCKHORN LLC	MMAST	Deny	2643630	2643630	0
202301116	R073187	REED LUKE EBEN	ACOHEN	Deny	1032630	1032630	0
202301117	R041088	MONKEY BLANKEY LLC	CMCDONALD	Adjust	2254500	1521480	-733020
202301118	R044526	DINAR KATHERINE	KMCFARLAND	Deny	1063770	1063770	0
202301119	R005460	CLICK CLICK LLC	MMAST	Deny	2209040	2209040	0
202301120	R042194	ROBERTS WILLIAM C REV LIV TRUST	CNUTGRASS	Adjust	940580	903060	-37520
202301121	R005095	CLICK CLICK LLC	MMAST	Deny	883550	883550	0

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202301122	R027467	BRODIE ROBERT H	ACOHEN	Deny	1138170	1138170	0
202301124	R006288	WILLSON CAROL	KMCFARLAND	Deny	447890	447890	0
202301125	R004995	REEVES BETH E	MMAST	Adjust	929530	869400	-60130
202301126	R013407	LORBER FAMILY 2004 LIVING TRUST	MMAST	Adjust	957930	913650	-44280
202301127	R005360	LINDENMEYR HENRY V	MMAST	Adjust	1742210	1694300	-47910
202301128	R040272	ANDERSON KRISTEN	ACOHEN	Adjust	500920	350640	-150280
202301129	R011527	CHARVOZ LARRY PAUL	CMCDONALD	Deny	263320	263320	0
202301130	R026237	BERNHOLTZ ROBERT E	CMCDONALD	Deny	1914690	1914690	0
202301133	R014814	GRASMICK DWAYNE A	CNUTGRASS	Deny	591540	591540	0
202301134	R004943	HALL TAMMY J	BBLACKETT	Deny	1611380	1611380	0
202301135	R026147	HELLMUTH THEODORE HENNING JR	MMAST	Deny	1638100	1638100	0
202301137	R012606	HORSWILL LINDA S	CMCDONALD	Deny	309510	309510	0
202301138	R005636	NEWHOUSE RUSSELL S	KMCFARLAND	Deny	794750	794750	0
202301139	R010903	RUFFE SUSAN C	ACOHEN	Deny	748160	748160	0
202301140	R070694	WHINERY MATTHEW JOHN	ACOHEN	Deny	1163430	1163430	0
202301141	R073384	APT GUNNISON LLC	BBLACKETT	Adjust	9875030	7793390	-2081640
202301142	R006129	WHITENECK SARAH B REVOCABLE TRUST	KMCFARLAND	Deny	989210	989210	0
202301143	R073440	APT GUNNISON LLC	BBLACKETT	Adjust	4183970	3317520	-866450
202301144	R012324	TERHUNE DAVID	CNUTGRASS	Deny	633490	633490	0
202301145	R014941	HARDT SCOTT	ACOHEN	Adjust	468680	426080	-42600
202301146	R073052	CURRY LIVING TRUST	CNUTGRASS	Deny	509440	509440	0
202301147	R003054	NICHOLS AMY ANNE	CMCDONALD	Deny	2527840	2527840	0
202301148	R042469	WAYNE CERIO CAROLYN THERESA	KMCFARLAND	Deny	652250	652250	0
202301149	R044129	GALVIN MICHAEL	MMAST	Adjust	576750	461400	-115350
202301150	R073954	GRAHAM ZETA I	BBLACKETT	Deny	130500	130500	0
202301151	R031948	MCCULLOUGH CRESTED BUTTE LLC	MMAST	Deny	2400340	2400340	0
202301152	R042610	RAS JACQUELINE ELISE	MMAST	Deny	322000	322000	0
202301153	R024666	LATIMER LAWRENCE A	CMCDONALD	Deny	230470	230470	0
202301154	R004876	LEHEW TRUST	MMAST	Deny	1018490	1018490	0
202301157	R026833	KNIGHT REVOCABLE TRUST	BBLACKETT	Deny	385790	385790	0
202301158	R030102	BOYLE MAUREEN	CMCDONALD	Deny	1053870	1053870	0
202301159	R015461	ROSSITER JOYCE E	ACOHEN	Adjust	1070870	989140	-81730
202301160	R043553	BOYER LIVING TRUST	MMAST	Deny	2359160	2359160	0
202301161	R031963	WEA MOON RIDGE LLC	MMAST	Deny	6262680	6262680	0

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202301162	R005145	MCCARTHY LAURA MELINDA	ACOHEN	Adjust	1246800	1123340	-123460
202301163	R015009	HASZ JUSTON AUGUST	ACOHEN	Deny	358800	358800	0
202301164	R030293	MARKOWITZ DIANE S	MMAST	Deny	1555420	1555420	0
202301165	R026343	GLASER MICHAEL BRUCE	CNUTGRASS	Adjust	677040	556330	-120710
202301166	R009478	KRIEGER GARY G	CNUTGRASS	Deny	764430	764430	0
202301167	R032364	GLOSSER 2013 FAMILY TRUST	MMAST	Deny	4747810	4747810	0
202301168	R072507	FAUST JAMES ANTHONY	CMCDONALD	Deny	1731760	1731760	0
202301169	R072508	FAUST JAMES ANTHONY	CMCDONALD	Deny	1739950	1739950	0
202301170	R041136	WILCOX PHYLLIS T	ACOHEN	Adjust	680840	476590	-204250
202301171	R042609	D AMBRISI KELLY	MMAST	Deny	322000	322000	0
202301172	R031338	COOK C DAVID	ACOHEN	Adjust	1143680	828180	-315500
202301173	R041935	FRASER ALBERT F	ACOHEN	Deny	829990	829990	0
202301174	R044686	MILLER MICHAEL DAVID	ACOHEN	Deny	640610	640610	0
202301175	R042669	JOHNSON ALEXANDRA CHRISTINE	MMAST	Deny	1579010	1579010	0
202301176	R042671	JOHNSON ALEXANDRA CHRISTINE	MMAST	Deny	523250	523250	0
202301177	R042070	CORSON DAN W	ACOHEN	Adjust	440850	396760	-44090
202301178	R044662	110 SNOWMASS RD LLC	MMAST	Deny	1983020	1983020	0
202301179	R027267	CRAVEN ANDA L	MMAST	Deny	7013360	7013360	0
202301180	R005916	BARCLAY SHARNI	KMCFARLAND	Deny	517250	517250	0
202301181	R041072	LABELHA LP	CMCDONALD	Deny	2093440	2093440	0
202301182	R033872	RER PROPERTIES	MMAST	Deny	1545280	1545280	0
202301183	R073925	SCHMIDT MICHAEL WILLIAM	BBLACKETT	Deny	498010	498010	0
202301185	R004888	SMITH TRENT	MMAST	Deny	393840	393840	0
202301186	R043555	WICKHAM JIM	MMAST	Deny	2359160	2359160	0
202301187	R005520	FAAAAMILY LLC	KMCFARLAND	Deny	981750	981750	0
202301188	R041475	HENLEY RONALD BRIAN	MMAST	Deny	2118390	2118390	0
202301189	R043550	LOW JOHN B	MMAST	Deny	2359160	2359160	0
202301190	R005613	RAYMOND F CLARK PROPERTIES LLC	KMCFARLAND	Deny	641900	641900	0
202301191	R071412	ABATELLI CHRISTOPHER F	ACOHEN	Deny	213040	213040	0
202301192	R003155	BRETHAUER JEFFREY A	CMCDONALD	Deny	1216490	1216490	0
202301193	R043803	CB ALPINE HAVEN LLC	ACOHEN	Adjust	2073790	1866410	-207380
202301194	R003371	BEVINS FRANKKI	CMCDONALD	Deny	2339870	2339870	0
202301195	R011395	SANDQUIST CAROL ANN	BBLACKETT	Adjust	194420	213870	19450
202301196	R008286	LETOURNEAU CAROL ANN	CNUTGRASS	Adjust	450410	396660	-53750

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202301197	R005366	CLEMENTS MOUNTAIN HOUSE LLC	MMAST	Deny	2443090	2443090	0
202301198	R005315	CHAMPAILLER THIERRY L	KMCFARLAND	Deny	416160	416160	0
202301199	R030973	PEAKVIEW BLINDERS LLC	MMAST	Deny	4264160	4264160	0
202301200	R027596	OWEN CB SOUTH LLC	ACOHEN	Deny	156000	156000	0
202301201	R045412	OWEN CB SOUTH LLC	ACOHEN	Deny	185250	185250	0
202301202	R015358	OWEN CB SOUTH LLC	ACOHEN	Deny	253500	253500	0
202301203	R040031	OWEN FAMILY FARMS LTD	ACOHEN	Deny	1318620	1318620	0
202301204	R009459	OWEN DAVID K	CMCDONALD	Deny	630060	630060	0
202301206	R006981	ARCHULETA HAROLD E	CNUTGRASS	Deny	300790	300790	0
202301207	R009454	BOOTH ANGELA M	CMCDONALD	Deny	380250	380250	0
202301208	R041963	ALLEN ROBERT T	BBLACKETT	Deny	284690	284690	0
202301209	R026308	ALLEN ROBERT T	BBLACKETT	Deny	563890	563890	0
202301210	R025008	CAGAN JEFFREY	CNUTGRASS	Deny	86420	86420	0
202301211	R025009	CAGAN JEFFREY	CNUTGRASS	Deny	92370	92370	0
202301212	R025006	CAGAN JEFFREY	CNUTGRASS	Deny	139770	139770	0
202301213	R040566	MORRISON JERRY	MMAST	Deny	4073630	4073630	0
202301214	R040547	MORRISON JERRY	MMAST	Deny	926210	926210	0
202301215	R041447	BAXTER NICHOLS TALLEY	MMAST	Adjust	2118030	1980900	-137130
202301216	R015626	COLE DAN E	CMCDONALD	Deny	1342950	1342950	0
202301217	R043246	16 CLUB COTTAGE LLC	MMAST	Deny	2149030	2149030	0
202301219	R008789	HOOPER ROBERT G	CNUTGRASS	Adjust	314760	281170	-33590
202301221	R043054	CARBON CREEK LLC	ACOHEN	Deny	207400	207400	0
202301222	R011534	MAROPOULOS JAMES	CMCDONALD	Adjust	1027850	736280	-291570
202301223	R041389	HOLST RICHARD	CNUTGRASS	Deny	315190	315190	0
202301225	R026828	LAW DANIEL G	ACOHEN	Adjust	946620	909570	-37050
202301226	R043499	BRIDGE POOL HOLDINGS INC	JZIMMERMAN	Adjust	792730	466370	-326360
202301227	R005012	SCHEWE JULIA R	BBLACKETT	Deny	1475340	1475340	0
202301228	R033592	ROBINS NEST LLC	BBLACKETT	Deny	223870	223870	0
202301229	R032383	PEARL MOUNTAIN RANCH LLC	MMAST	Deny	681500	681500	0
202301230	R011588	DOLPHIN RICHARD G	CNUTGRASS	Deny	436280	436280	0
202301231	R041411	PITT JILL	MMAST	Deny	587240	587240	0
202301232	R070911	PERRY WILLIAM K	CMCDONALD	Deny	129890	129890	0
202301233	R070912	FOX PERRY JUDY	CMCDONALD	Deny	111970	111970	0
202301234	R013166	2009 MACRAE FAMILY TRUST	MMAST	Adjust	2048600	1960740	-87860

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202301235	R005835	STELZER CHRISTINA	KMCFARLAND	Deny	673520	673520	0
202301236	R004947	OCHS DONALD L	BBLACKETT	Deny	2601270	2601270	0
202301237	R013773	BURNETT CHANCE	ACOHEN	Deny	308030	308030	0
202301238	R071339	YOUNG FITZGERALD J H	CNUTGRASS	Deny	436630	436630	0
202301239	R006002	DAVID ALLEN D	KMCFARLAND	Deny	724010	724010	0
202301240	R042012	ROONEY TIMOTHY P	MMAST	Deny	6410640	6410640	0
202301242	R003711	CLEVELAND SHERRI LYNN	CNUTGRASS	Deny	279710	279710	0
202301243	R042778	VAGTBORG HAROLD A	BBLACKETT	Deny	137800	137800	0
202301244	R008156	HUGHES MICHAEL T	BBLACKETT	Adjust	66650	76650	10000
202301246	R071789	DLPVFT VENTURES COLORADO LLC	MMAST	Deny	2277220	2277220	0
202301247	R044015	HAZEL TROY	ACOHEN	Deny	177710	177710	0
202301249	R042010	MAGUIRE CHRISTOPHER C	MMAST	Deny	7097450	7097450	0
202301250	R071308	MCCREIGHT LEE WILLIAM	CNUTGRASS	Adjust	301650	234680	-66970
202301251	R043827	MCINTYRE RICHARD DAN	CMCDONALD	Deny	262790	262790	0
202301253	R042238	SCARPA E MICHAEL REVOCABLE TRUST	MMAST	Adjust	3387810	2713230	-674580
202301254	R003796	YADON NATALIE LIVING TRUST	CNUTGRASS	Deny	11820	11820	0
202301255	R041441	SCARPA E MICHAEL REVOCABLE TRUST	MMAST	Deny	458660	458660	0
202301256	R071233	CLEARWATER WILLIAM F	CMCDONALD	Deny	1045430	1045430	0
202301258	R015562	INGHAM JOHN S JR TRUST NO 1	MMAST	Adjust	2263580	2050530	-213050
202301259	R042570	GEBAVI INGRID A LIVING TRUST	MMAST	Deny	257600	257600	0
202301260	R070982	EGGEBRATEN FAMILY REVOCABLE TRUST	ACOHEN	Adjust	1009970	972020	-37950
202301261	R032530	DUPRE JAMES	MMAST	Deny	1474830	1474830	0
202301263	R003690	HOWREY MICHAEL E	CNUTGRASS	Deny	133180	133180	0
202301264	R012746	GIANNONE ROBERT	MMAST	Deny	769010	769010	0
202301265	R008060	JACOBS HOLLY L	CNUTGRASS	Deny	441930	441930	0
202301267	R003566	2017 PROPERTIES LLC	ACOHEN	Deny	860390	860390	0
202301268	R002077	SAFEBAY STORES INC	JZIMMERMAN	Adjust	2943100	2532800	-410300
202301270	R011147	HANSON TYLER J	CNUTGRASS	Deny	550680	550680	0
202301271	R044519	MOORE HELEN GAIL	KMCFARLAND	Deny	430820	430820	0
202301272	R006038	MOORE THOMAS P	JZIMMERMAN	Deny	371010	371010	0
202301273	R030965	WILKINSON FAMILY PROPERTIES LLC	MMAST	Adjust	2595940	2474970	-120970
202301274	R008387	MOOR TRUST MOOR RALPH CARL JR & MARY IRV	CNUTGRASS	Adjust	468330	390670	-77660
202301275	R005064	MEREDITH REED J	MMAST	Deny	1440190	1440190	0
202301276	R024562	MOORE THOMAS P	JZIMMERMAN	Deny	425140	425140	0

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202301277	R044518	MOORE THOMAS P	KMCFARLAND	Deny	910660	910660	0
202301278	R010762	DOWIS WILLIAM D	BBLACKETT	Deny	1112120	1112120	0
202301279	R005295	MOORE TOM	KMCFARLAND	Deny	436970	436970	0
202301280	R014862	MOORE THOMAS	BBLACKETT	Deny	141170	141170	0
202301281	R042663	MOORE THOMAS	MMAST	Deny	322000	322000	0
202301282	R026037	CLINE HOWARD N JR	CNUTGRASS	Deny	394150	394150	0
202301283	R042511	MOORE THOMAS	MMAST	Adjust	809280	417490	-391790
202301284	R025252	WISENBAKER KARI M	KMCFARLAND	Deny	644470	644470	0
202301285	R012672	MOORE THOMAS P	MMAST	Deny	1611490	1611490	0
202301286	R040581	BEGGINS SHERYL H	MMAST	Deny	2535590	2535590	0
202301287	R012178	NEEL MICHAEL W	CMCDONALD	Deny	419130	419130	0
202301288	R071803	MANASSA THEODORE E	CNUTGRASS	Adjust	653850	642820	-11030
202301289	R041970	WALKER KENNETH AND KATHIE LIVING TRUST	CMCDONALD	Deny	639060	639060	0
202301290	R044998	STONEBURNER GREGORY S	CMCDONALD	Deny	686940	686940	0
202301291	R042881	JONES REAGAN	CMCDONALD	Deny	668520	668520	0
202301292	R031568	JEFFERIS MARINA HAAKE	ACOHEN	Deny	2692130	2692130	0
202301293	R011912	MORRIS LEVINE H	CNUTGRASS	Adjust	492300	412870	-79430
202301294	R016991	BRIGGS JOHN DILL	CMCDONALD	Deny	589110	589110	0
202301295	R073380	BOWLIN GENE E AND NANCY S REVOCABLE LIVING TRUST	CMCDONALD	Deny	648370	648370	0
202301296	R011178	IRONS REVOCABLE LIVING TRUST	CMCDONALD	Deny	945070	945070	0
202301297	R072549	DAVIS GARY W JR	MMAST	Deny	2814500	2814500	0
202301299	R003157	DAVIS GARY W JR	CMCDONALD	Deny	1710730	1710730	0
202301300	R006183	STURM MINDY L	KMCFARLAND	Deny	606370	606370	0
202301301	R040488	BOZEMAN FAMILY HOLDINGS	KMCFARLAND	Deny	992290	992290	0
202301303	R025554	SOUCHERAY JOHN A	CMCDONALD	Deny	2527920	2527920	0
202301304	R042861	COUTS BRITTANY	CLINVILLE	Deny	355510	355510	0
202301305	R026562	WOODS LARRY A	BBLACKETT	Adjust	57720	26380	-31340
202301306	R003344	BLEWETT CINDA L REVOCABLE LIVING TRUST	JZIMMERMAN	Adjust	3864610	2869690	-994920
202301307	R072556	SHARPE LANTZ SHELBY	MMAST	Deny	1275000	1275000	0
202301309	R015408	EWING MARK H	ACOHEN	Deny	1247800	1247800	0
202301310	R007426	CORRIGAN PATRICK EDWARD	BBLACKETT	Adjust	206490	154450	-52040
202301311	R005035	UPCHURCH REVOCABLE LIVING TRUST	BBLACKETT	Deny	1623220	1623220	0
202301312	R003068	BAUMM ERIC M	CMCDONALD	Deny	1340010	1340010	0
202301313	R009291	MCCARTHY JACK	CNUTGRASS	Adjust	534560	563600	29040

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202301314	R006187	HHD MELODY PONDEROSA PROPERTIES LLC	KMCFARLAND	Deny	604380	604380	0
202301315	R027263	TRUETTNER WALTER JAMES III	MMAST	Deny	6557890	6557890	0
202301316	R012671	MOORE THOMAS P	MMAST	Deny	380840	380840	0
202301317	R006109	WARREN ELIZABETH A	KMCFARLAND	Deny	726780	726780	0
202301318	R032799	GRIZZLY TRAIL HOLDINGS LLC	MMAST	Deny	5646660	5646660	0
202301319	R072041	WIESNER TIMOTHY L	ACOHEN	Adjust	626840	576690	-50150
202301320	R003035	GGP PROPERTIES LLC	CMCDONALD	Deny	714180	714180	0
202301321	R002413	LUDWIG LAINE D	BBLACKETT	Deny	416730	416730	0
202301322	R030215	BOCKSTAHLER DAVID	MMAST	Deny	3518450	3518450	0
202301323	R008796	TODD ROBERT MORRIS	CNUTGRASS	Adjust	491380	400740	-90640
202301324	R041944	4J MANAGEMENT CO LLC	KMCFARLAND	Deny	2133180	2133180	0
202301325	R072171	EDSTROM PAUL	CNUTGRASS	Deny	622470	622470	0
202301326	R072172	EDSTROM PAUL	CMCDONALD	Deny	2090150	2090150	0
202301327	R009389	HANER KRISTI KIRK	CMCDONALD	Adjust	228210	198410	-29800
202301328	R015843	JACOBS FAMILY PARTNERSHIP	CMCDONALD	Deny	405710	405710	0
202301329	R012624	RASE DANIEL WAYNE	CMCDONALD	Deny	55000	55000	0
202301330	R031046	MCMAHON ADLAI	ACOHEN	Deny	1442460	1442460	0
202301331	R042508	RANDLE JOHN	MMAST	Adjust	674400	375740	-298660
202301332	R005388	HANEN ANDREW S	MMAST	Adjust	2436260	2165960	-270300
202301333	R006153	HOUSTON MARY LOU	KMCFARLAND	Deny	1362820	1362820	0
202301334	R026684	MCLELAND LENORE G FAMILY TRUST	ACOHEN	Deny	573450	573450	0
202301335	R004996	LONG RODERICK AND BETTE LIVING TRUST	MMAST	Adjust	1418580	1184360	-234220
202301336	R013208	ALBRIGHT LIVING TRUST	MMAST	Deny	1380830	1380830	0
202301337	R009240	SHIFLET CHRISTOPHER FULTON	BBLACKETT	Adjust	576100	552200	-23900
202301338	R042510	STRAIGHTLINE PRIVATE AIR LLC	MMAST	Adjust	809280	417490	-391790
202301339	R074352	JAMISON FAMILY TRUST	CNUTGRASS	Deny	125460	125460	0
202301341	R033634	HOFFELDER DANIEL J	CMCDONALD	Deny	14160	14160	0
202301342	R007457	HALEY TIMOTHY R	BBLACKETT	Deny	65120	65120	0
202301343	R030080	PEACOCK PETER T	MMAST	Adjust	1516390	1141920	-374470
202301344	R002972	PRITCHETT JANAE	KMCFARLAND	Deny	469610	469610	0
202301345	R043458	PRITCHETT JANAE	CMCDONALD	Deny	1025270	1025270	0
202301346	R031947	WATKO NEIL J	MMAST	Deny	2398220	2398220	0
202301347	R016271	YODER THOMAS K	ACOHEN	Deny	96450	96450	0
202301348	R070767	KELLEY BUILDING LLC	JZIMMERMAN	Adjust	580070	499600	-80470

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202301349	R031264	MURPHY REBEKAH	ACOHEN	Deny	480900	480900	0
202301350	R005542	KIENAST MICHAEL	KMCFARLAND	Deny	965460	965460	0
202301351	R074103	BIGGERS JOHN GEOFFREY	CMCDONALD	Adjust	2622270	2036940	-585330
202301352	R044510	JNM CRESTED BUTTE LLC	KMCFARLAND	Deny	443270	443270	0
202301353	R044512	JNM CRESTED BUTTE LLC	KMCFARLAND	Deny	1384860	1384860	0
202301355	R009565	AMBURN JAMES O	CNUTGRASS	Deny	249190	249190	0
202301356	R007855	YADON NATALIE LIVING TRUST	CNUTGRASS	Adjust	615820	582450	-33370
202301357	R026606	CONKLIN JEFFREY	CMCDONALD	Adjust	923450	608310	-315140
202301358	R008795	WOLFE EUGENE J	BBLACKETT	Adjust	543320	521130	-22190
202301359	R004013	CONKLIN JEFFREY	CMCDONALD	Deny	7900	7900	0
202301360	R043142	WURTZ MICHAEL EUGENE	BBLACKETT	Adjust	1003410	939960	-63450
202301361	R045269	LUKE JS LLC	KMCFARLAND	Deny	161310	161310	0
202301362	R004919	HEINLE JOHN A	BBLACKETT	Deny	1827730	1827730	0
202301363	R042726	DAVIS JOHN R REVOCABLE TRUST	MMAST	Adjust	3097980	2411100	-686880
202301364	R045270	LUKE JS LLC	KMCFARLAND	Deny	160390	160390	0
202301365	R015245	FLINT KILEY M	ACOHEN	Adjust	1119670	1042210	-77460
202301366	R045271	LUKE JS LLC	KMCFARLAND	Deny	159700	159700	0
202301367	R042728	DAVIS JOHN R REVOCABLE TRUST	MMAST	Deny	539600	539600	0
202301369	R043190	DAVIS JOHN R REVOCABLE TRUST	MMAST	Deny	2037200	2037200	0
202301370	R031381	MARCKX KEVIN	KMCFARLAND	Deny	659210	659210	0
202301371	R045276	LUKE JS LLC	KMCFARLAND	Deny	160390	160390	0
202301372	R015578	HADLOCK FRANCIS PATRICK IV	MMAST	Adjust	2207690	2036920	-170770
202301373	R008623	SCHUMACHER MARK A	CMCDONALD	Deny	928500	928500	0
202301374	R030377	MAMMOTH LTD	CMCDONALD	Deny	686030	686030	0
202301375	R045474	SARAH JS LLC	KMCFARLAND	Deny	406420	406420	0
202301376	R015032	FLINT KILEY	ACOHEN	Deny	253500	253500	0
202301377	R006216	WIELAND PAUL T	KMCFARLAND	Deny	308440	308440	0
202301378	R041120	MASMJS LLC	CMCDONALD	Deny	757710	757710	0
202301379	R008353	BITNAR GERALD A	BBLACKETT	Deny	44070	44070	0
202301380	R031002	MASMJS LLC	CMCDONALD	Deny	715660	715660	0
202301381	R007644	MASMJS LLC	JZIMMERMAN	Deny	3409350	3409350	0
202301382	R044117	FANTI PAOLO	MMAST	Deny	3391670	3391670	0
202301383	R005502	WRIGHT MIKE	ACOHEN	Deny	474930	474930	0
202301385	R005504	WRIGHT MIKE	ACOHEN	Deny	1005360	1005360	0

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202301386	R042869	HATCHER MARK C	BBLACKETT	Deny	1075780	1075780	0
202301387	R073430	LIKI LIKI LULU LLC	ACOHEN	Adjust	291530	276950	-14580
202301389	R072835	LIKI LIKI LULU LLC	ACOHEN	Adjust	999530	957970	-41560
202301390	R072505	FAUST GREGORY SCOTT	CMCDONALD	Deny	1707600	1707600	0
202301391	M072708	MASMJS LLC	CMCDONALD	Deny	211520	211520	0
202301392	R007730	CAMPBELL MARK	CMCDONALD	Adjust	262330	212570	-49760
202301393	R005009	PEEK CODY	BBLACKETT	Deny	1252720	1252720	0
202301394	M033217	MASMJS LLC	CMCDONALD	Deny	174680	174680	0
202301395	R008937	JONES MATTHEW CLARK	CNUTGRASS	Deny	518070	518070	0
202301396	M032120	MASMJS LLC	CMCDONALD	Deny	89110	89110	0
202301397	M031294	MASMJS LLC	CMCDONALD	Deny	125140	125140	0
202301398	R043549	WOJTKOWSKI WITA	MMAST	Deny	2216460	2216460	0
202301399	M024642	MASMJS LLC	CMCDONALD	Deny	75740	75740	0
202301401	M006707	MASMJS LLC	CMCDONALD	Deny	73510	73510	0
202301402	R030865	MCCALEB FREDERICK W	CMCDONALD	Deny	1553090	1553090	0
202301403	M006681	MASMJS LLC	CMCDONALD	Deny	72400	72400	0
202301404	M006548	MASMJS LLC	CMCDONALD	Deny	75740	75740	0
202301405	M006557	MASMJS LLC	CMCDONALD	Deny	45790	45790	0
202301406	M006456	MASMJS LLC	CMCDONALD	Deny	55850	55850	0
202301407	R042480	HUCKABEE EDDIE E	KMCFARLAND	Deny	364050	364050	0
202301408	M006450	MASMJS LLC	CMCDONALD	Deny	78530	78530	0
202301409	M002483	MASMJS LLC	CMCDONALD	Deny	42230	42230	0
202301410	R011259	MIKKELSON MANAGEMENT TRUST	CMCDONALD	Deny	606330	606330	0
202301411	R045330	HENRY MARVIN	BBLACKETT	Deny	490990	490990	0
202301412	R015189	HARWELL DEREK H	ACOHEN	Deny	1033830	1033830	0
202301414	R007004	SPARKMAN CATHERINE A G	CNUTGRASS	Deny	772360	772360	0
202301415	R009056	GARDNER JEANNE LYNN	CNUTGRASS	Adjust	322740	256500	-66240
202301416	R074279	REDCLOUD PROPERTIES LLC	BBLACKETT	Deny	25090	25090	0
202301417	R073435	REDCLOUD PROPERTIES LLC	BBLACKETT	Adjust	161900	147180	-14720
202301419	R032849	SCHAFFER GARY A	BBLACKETT	Adjust	60920	45570	-15350
202301420	R033567	REDCLOUD PROPERTIES LLC	BBLACKETT	Adjust	546410	284140	-262270
202301421	R003746	GARDNER JEANNE LYNN	CNUTGRASS	Deny	382410	382410	0
202301422	R015321	RAY CHRISTOPHER M	KMCFARLAND	Adjust	620620	589590	-31030
202301423	R004867	ANDINO PATRICK	BBLACKETT	Deny	1594900	1594900	0

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202301424	R031535	FISHER IAN L	MMAST	Deny	4948620	4948620	0
202301425	R009689	TUSING MATTHEW CODY	BBLACKETT	Deny	680880	680880	0
202301426	R042644	MENGES CHRIS	MMAST	Adjust	322000	273700	-48300
202301427	R072066	MENGES SORAYA E	ACOHEN	Deny	576220	576220	0
202301428	R003102	HORNBROOK ANGELA	CMCDONALD	Adjust	1191700	1028240	-163460
202301429	R005611	BOHNN JULES	KMCFARLAND	Deny	611340	611340	0
202301430	R008121	HENKEL RICHARD LUTHER FAMILY TRUST	BBLACKETT	Adjust	932110	853640	-78470
202301431	R017790	HALL JEFFE D	CMCDONALD	Adjust	1511130	1175410	-335720
202301432	R043247	ANDERSON DAVID	MMAST	Deny	2163500	2163500	0
202301433	R030213	ESSELSTYN PETER	MMAST	Deny	5642100	5642100	0
202301434	R011226	COPE ROBERT P	ACOHEN	Adjust	292860	205000	-87860
202301435	R003377	JAVALAVA LLC	CMCDONALD	Deny	1644200	1644200	0
202301436	R008093	HALE RICHARD	CMCDONALD	Adjust	532690	363650	-169040
202301438	R006028	ROCKETT DAVID	KMCFARLAND	Deny	1119540	1119540	0
202301439	R009607	HESS CLARK	CNUTGRASS	Adjust	152330	98820	-53510
202301440	R003172	HAMILTON E B JR REVOCABLE TRUST	JZIMMERMAN	Deny	2170180	2170180	0
202301441	R043198	BUTTE PARTNERS LTD	MMAST	Deny	1711200	1711200	0
202301442	R003008	IRONS JESSE SCOTT	HMACDONALD	Adjust	593770	564080	-29690
202301443	R003009	IRONS JESSE SCOTT	HMACDONALD	Adjust	587320	557960	-29360
202301444	R071265	GREGORY JOHN	BBLACKETT	Deny	288600	288600	0
202301445	R003010	IRONS JESSE SCOTT	HMACDONALD	Adjust	494710	469980	-24730
202301446	R003012	IRONS JESSE SCOTT	HMACDONALD	Adjust	593770	564080	-29690
202301447	R003013	IRONS JESSE SCOTT	HMACDONALD	Adjust	494710	469980	-24730
202301448	R010170	GREGORY JOHN	BBLACKETT	Deny	266170	266170	0
202301449	R011245	SOHAYDA MICHAEL J	CNUTGRASS	Deny	675630	675630	0
202301450	R033532	SOILAND MITCHELL	BBLACKETT	Adjust	24240	14810	-9430
202301451	R042436	GILBREATH RYON	BBLACKETT	Deny	518430	518430	0
202301452	R033531	SOILAND MITCHELL	BBLACKETT	Adjust	30230	18470	-11760
202301453	R013761	HALL JAMIE B	ACOHEN	Deny	445870	445870	0
202301454	R041472	SOILAND MITCHELL	ACOHEN	Deny	213040	213040	0
202301455	R017274	GILBREATH RYON T	ACOHEN	Deny	35000	35000	0
202301457	R074073	GUNNISON POWER EQUIPMENT LLC	BBLACKETT	Deny	396890	396890	0
202301458	R016335	SECOR ALEXANDER MATTHEW	CNUTGRASS	Deny	376740	376740	0
202301459	R031951	GANZARAMA I LTD	MMAST	Deny	2910290	2910290	0

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202301460	R032072	KINARD DAVID G	CNUTGRASS	Deny	1188460	1188460	0
202301461	R070803	KINARD DAVID G	BBLACKETT	Deny	1161870	1161870	0
202301462	R013719	ALTUM TERRAM LLC	CMCDONALD	Deny	497280	497280	0
202301463	R005641	SNOW TROUT LLC	ACOHEN	Deny	641410	641410	0
202301464	R030352	HORN RICHARD K	ACOHEN	Adjust	1023530	741170	-282360
202301465	R004167	LUMI SOL LLC	CMCDONALD	Deny	465290	465290	0
202301466	R013750	VAN ZANTE JAREN R	CMCDONALD	Deny	812920	812920	0
202301467	R015684	CRYSTAL WILDCAT LLC	JZIMMERMAN	Deny	602820	602820	0
202301468	R044238	WELLS MICHAEL V	BBLACKETT	Adjust	743110	678630	-64480
202301469	R011654	KUTA GREGORY L TRUST	CNUTGRASS	Deny	538690	538690	0
202301470	R040968	KEANE KRISTIAN B	MMAST	Adjust	1128950	992380	-136570
202301471	R042537	FRITH MARTIN TRUST	MMAST	Deny	539600	539600	0
202301472	R030537	COMO LARK LLC	BBLACKETT	Deny	484030	484030	0
202301473	R013861	SUPLIZIO CINDY	CMCDONALD	Deny	396320	396320	0
202301474	R013401	H2 RENTALS LLC	MMAST	Deny	1254270	1254270	0
202301475	R033834	H2 PROPERTIES INC	ACOHEN	Adjust	1688140	1164260	-523880
202301476	R005402	MORGAN ROBERT	MMAST	Deny	1639380	1639380	0
202301477	R013275	LACY WILLIAM JOSEPH JR	CMCDONALD	Deny	518160	518160	0
202301478	R026626	LACY WILLIAM J JR	JZIMMERMAN	Deny	3699020	3699020	0
202301479	R043939	WRIGHT MOLLY	ACOHEN	Deny	255650	255650	0
202301480	R043787	PETRIE ROBERT A	BBLACKETT	Deny	283030	283030	0
202301481	R043789	PETRIE ROBERT A	BBLACKETT	Deny	284430	284430	0
202301482	R003354	ELK AVENUE PARTNERS LLC	JZIMMERMAN	Adjust	4220630	2949680	-1270950
202301483	R011382	MALONEY MICHAEL DAVID	BBLACKETT	Adjust	73050	44630	-28420
202301484	R042324	VANNOSTRAND JOHN JOSEPH JR	CMCDONALD	Deny	105090	105090	0
202301485	R011394	STOLKEN JAMES S	BBLACKETT	Deny	174100	174100	0
202301486	R071450	DOLORES WAY 104 LLC	CMCDONALD	Deny	1986420	1986420	0
202301488	R004180	DOLORES WAY 104 LLC	CMCDONALD	Deny	7900	7900	0
202301490	R041331	BACKSTROM SHERYL L	ACOHEN	Adjust	914740	731790	-182950
202301491	R044032	WALLACE STEPHEN MICHAEL	ACOHEN	Deny	380320	380320	0
202301492	R016443	COOPER SHAWN W	CNUTGRASS	Adjust	660490	645790	-14700
202301493	R003169	ELK AVENUE PARTNERS LLC	JZIMMERMAN	Adjust	2940020	1384710	-1555310
202301494	R003183	SAMANTHA SMILES LLC	JZIMMERMAN	Adjust	5342920	4235250	-1107670
202301495	R011502	COOPER SHAWN W	ACOHEN	Adjust	49000	35000	-14000

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202301496	R003352	ELK AVENUE PARTNERS LLC	JZIMMERMAN	Adjust	5135230	3632670	-1502560
202301498	R011551	HUGHES KAREN L	CNUTGRASS	Deny	591110	591110	0
202301500	R003216	COAL CREEK INVESTMENTS LLC	JZIMMERMAN	Adjust	2250760	1058110	-1192650
202301502	R045494	RUSS TROY PATRICK	MMAST	Deny	959630	959630	0
202301503	R007859	BARKER JACK E	CNUTGRASS	Deny	685510	685510	0
202301504	R003509	ELK AVENUE PARTNERS LLC	JZIMMERMAN	Adjust	5013190	3504640	-1508550
202301505	R072845	BISCHOFF RICHARD WAYNE	ACOHEN	Adjust	1018900	917500	-101400
202301506	R003353	ELK AVENUE PARTNERS LLC	JZIMMERMAN	Adjust	3733070	2830680	-902390
202301507	R007633	BARKER DONNA D W	BBLACKETT	Deny	735950	735950	0
202301508	R031280	TRANTOW GEORGE	CMCDONALD	Deny	665870	665870	0
202301509	R032129	BARKER JACK	CNUTGRASS	Deny	85150	85150	0
202301510	R003205	HAGLER FAMILY LIMITED PARTNERSHIP LP THE	CMCDONALD	Adjust	3564520	2596270	-968250
202301511	R013074	FOX DAVID	CNUTGRASS	Adjust	454410	396220	-58190
202301512	R005392	CARTER ROBERT M	BBLACKETT	Deny	1453290	1453290	0
202301514	R007402	ALEXANDER MARTI WRIGHT	CNUTGRASS	Adjust	277540	269240	-8300
202301515	R001131	MAIOCCO ROBERT A	BBLACKETT	Deny	573760	573760	0
202301517	R012717	GALVIN LANCE J	MMAST	Deny	1970380	1970380	0
202301518	R016437	PHILLIPS DIANA FRASER	ACOHEN	Deny	94000	94000	0
202301519	R005475	GREENE RICHARD A QUALIFIED PERSONAL RESID	MMAST	Deny	2012780	2012780	0
202301520	R072083	SHONK MYRNA	MMAST	Deny	4865180	4865180	0
202301521	R032381	NAJAFI HASSAN INSURANCE TRUST	MMAST	Deny	681500	681500	0
202301522	R030305	NAJAFI HASSAN INSURANCE TRUST	MMAST	Deny	498100	498100	0
202301523	R042659	BOUCHER CHANNING KAHL	MMAST	Deny	418600	418600	0
202301524	R072841	EGELHOFF TIMOTHY	ACOHEN	Adjust	1018900	917500	-101400
202301525	R031949	JONES STEPHANIE E	MMAST	Deny	567120	567120	0
202301526	R042707	POWDERHORN GROUP LLC	MMAST	Deny	539600	539600	0
202301527	R042706	POWDERHORN GROUP LLC	MMAST	Deny	2197080	2197080	0
202301529	R031138	LOUGHLIN THOMAS KELLER	CMCDONALD	Adjust	3586300	3517250	-69050
202301530	R009721	SPRITZER JOHN M JR	BBLACKETT	Deny	216600	216600	0
202301531	R003297	BOUCHER CHANNING K	CMCDONALD	Deny	1136620	1136620	0
202301532	R010899	KRAULAND KONRAD LIVING TRUST	ACOHEN	Deny	907950	907950	0
202301534	R031255	HURESKY GARY J	ACOHEN	Deny	1436390	1436390	0
202301535	R043559	PETERSEN FAMILY TRUST	MMAST	Deny	2216220	2216220	0
202301536	R005146	DEMERSON GORDON EUGENE JR	ACOHEN	Deny	851280	851280	0

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202301537	R031960	KNOX JOE W	MMAST	Deny	3664260	3664260	0
202301538	R042692	LOW CATHERINE LIVING TRUST	MMAST	Adjust	2834530	2640240	-194290
202301539	R015264	HENDERSON BRETT	ACOHEN	Deny	1303220	1303220	0
202301540	R005361	JARVIS ROBERT H	BBLACKETT	Deny	2158460	2158460	0
202301541	R004958	BLAKE THOMAS ANDREW	BBLACKETT	Deny	1556650	1556650	0
202301542	R030665	GIST WILLIAM AND KATHLEEN REVOCABLE TRUS	KMCFARLAND	Deny	748160	748160	0
202301543	R031816	BLAKE THOMAS	BBLACKETT	Adjust	297500	208110	-89390
202301544	R005066	STRAUBHAAR LISA	BBLACKETT	Deny	1574880	1574880	0
202301545	R015229	PETITO LEAH ANN	ACOHEN	Deny	820990	820990	0
202301546	R011182	VIK JEFFREY P	CNUTGRASS	Deny	531820	531820	0
202301547	R027753	JOSS W BRUCE	KMCFARLAND	Deny	962070	962070	0
202301548	R030763	WEBSTER FRAY E	MMAST	Deny	2228920	2228920	0
202301551	R040320	TILTON MORGAN ANGELA	ACOHEN	Deny	686140	686140	0
202301552	R016120	OUTDOOR HOSPITALITY SOLUTIONS II LLC	JZIMMERMAN	Deny	2603100	2603100	0
202301553	R031340	HIBBELN CHARLES E	ACOHEN	Adjust	1017210	736600	-280610
202301554	R071768	WCG HOLDINGS LLC	MMAST	Deny	3684910	3684910	0
202301555	R045204	DOUBLE HEART LLC	CNUTGRASS	Deny	2295590	2295590	0
202301556	R004939	ROLLECZEK TOMASZ	BBLACKETT	Deny	1467070	1467070	0
202301557	R031534	29 SUMMIT LLC	ACOHEN	Adjust	4755420	4556510	-198910
202301558	R008357	DOUBLE HEART LLC	CNUTGRASS	Deny	5336510	5336510	0
202301559	R009199	DOUBLE HEART LLC	CNUTGRASS	Deny	769900	769900	0
202301560	R006982	WRIGHT WILLIAM DAN FAMILY TRUST UTD	BBLACKETT	Deny	1045030	1045030	0
202301561	R032398	MKBF 2004 BUCHHEIM I TRUST	MMAST	Deny	681500	681500	0
202301562	R043884	NONIE LAND AND CATTLE LLC	ACOHEN	Deny	2959590	2959590	0
202301563	R030284	RHODES KYLE	MMAST	Adjust	1906960	1713390	-193570
202301564	R043804	REED MARY CASSELMAN	ACOHEN	Deny	2806760	2806760	0
202301565	R031526	BATCHELOR CRAIG L REVOCABLE TRUST	MMAST	Deny	3406270	3406270	0
202301566	R044349	FOREVER FRIEND LLC	MMAST	Deny	554440	554440	0
202301567	R008225	KIRKLEY MELANIE P LIVING TRUST	CNUTGRASS	Deny	559890	559890	0
202301568	R043184	G LAPIZ LLC	MMAST	Deny	2037200	2037200	0
202301569	R041409	ST RUTH EMILY WASHBURN	MMAST	Deny	849090	849090	0
202301570	R027019	MILRON LLC	ACOHEN	Adjust	1042360	955490	-86870
202301572	R042415	29 SUMMIT LLC	ACOHEN	Adjust	1452630	1343680	-108950
202301573	R016097	SILVERTIP PROPERTIES LLC	CMCDONALD	Deny	476910	476910	0

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202301574	R026401	SILVERTIP PROPERTIES LLC	CMCDONALD	Adjust	483150	460390	-22760
202301575	R013112	VOSBURG JOEL H	ACOHEN	Deny	1395870	1395870	0
202301576	R074166	ANDERSON JERRY D	CMCDONALD	Adjust	1325820	1482280	156460
202301577	R010735	GORMAN DOUGLAS B	BBLACKETT	Adjust	1261240	1115200	-146040
202301578	R072551	CB APERTURE 17 LLC	MMAST	Deny	1848750	1848750	0
202301579	R006135	CROSSMAN STANLEY L	ACOHEN	Adjust	945450	866660	-78790
202301580	R025994	HAMBLETON THOMAS L	CNUTGRASS	Deny	865920	865920	0
202301581	R072552	CB APERTURE 17 LLC	ACOHEN	Deny	6185590	6185590	0
202301582	R043398	WARGA WILLIAM	BBLACKETT	Deny	410000	410000	0
202301583	R043560	WAR EAGLE LLC	MMAST	Deny	2216460	2216460	0
202301584	R032239	PATTERSON MATTHEW C IV	CNUTGRASS	Deny	999710	999710	0
202301585	R027960	HRUZEWICZ KRISTI R REVOCABLE TRUST	CMCDONALD	Adjust	1198120	1151290	-46830
202301586	R003252	125 WHITEROCK CB LLC	CMCDONALD	Adjust	1934650	1845960	-88690
202301588	R027148	REIFSCHNEIDER LOUIS G TRUST	ACOHEN	Deny	317850	317850	0
202301589	R007886	ZAPP LIVING TRUST	CNUTGRASS	Deny	1854740	1854740	0
202301590	R043887	BROWN ADAM	ACOHEN	Deny	2829000	2829000	0
202301591	R030277	FRAME WILLIAM A III	MMAST	Deny	1550210	1550210	0
202301592	R012656	MEYER BRENT H	MMAST	Deny	1539890	1539890	0
202301593	R013185	CLARK LAUREN ELIZABETH	KMCFARLAND	Deny	553620	553620	0
202301594	R007302	HAYES HANNAH ROSE	CNUTGRASS	Deny	246370	246370	0
202301595	R006996	STEINBERGER GARY L	CNUTGRASS	Deny	344630	344630	0
202301596	R005137	HOLTON JONATHAN CARPENTER	KMCFARLAND	Deny	890940	890940	0
202301597	R013206	PIERSON JENNIFER	MMAST	Deny	958430	958430	0
202301598	R044297	FENLON ALEXANDER	CMCDONALD	Deny	2419040	2419040	0
202301600	R010492	SETZER RALPH ALLEN	BBLACKETT	Deny	392480	392480	0
202301601	R006088	ROOSEVELT KYLE J	BBLACKETT	Deny	1820390	1820390	0
202301602	R005575	GRAJCAR MATTHEW C	KMCFARLAND	Deny	728670	728670	0
202301603	R013225	FRAME WILLIAM A III	JZIMMERMAN	Deny	730420	730420	0
202301604	R013840	FRY KATHERINE E	CMCDONALD	Deny	899080	899080	0
202301605	R007680	BOLLACK JOHN E JR	CNUTGRASS	Deny	289940	289940	0
202301608	R016420	MARCONNET WILMA I	CNUTGRASS	Deny	580260	580260	0
202301609	R028072	SCENIC BUTTE PARTNERS LLC	MMAST	Deny	448290	448290	0
202301610	R041147	SCENIC BUTTE PARTNERS LLC	MMAST	Deny	88970	88970	0
202301611	R041146	SCENIC BUTTE PARTNERS LLC	MMAST	Deny	88970	88970	0

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202301612	R012559	SCENIC BUTTE PARTNERS LLC	MMAST	Deny	88970	88970	0
202301613	R041148	SCENIC BUTTE PARTNERS LLC	MMAST	Deny	88970	88970	0
202301614	R000037	WALMART REAL ESTATE BUSINESS TRUST	JZIMMERMAN	Adjust	5938170	4393800	-1544370
202301615	R003774	KUBICEK APRIL	CNUTGRASS	Deny	55940	55940	0
202301616	R033912	MONTANO REVOCABLE TRUST	JZIMMERMAN	Adjust	432590	354970	-77620
202301617	R003887	KUBICEK APRIL	CNUTGRASS	Adjust	301670	260170	-41500
202301620	M033279	REDI GUNN 1 LLC	CMCDONALD	Deny	92480	92480	0
202301621	R010500	REDI GUNN 1 LLC	JZIMMERMAN	Deny	1053230	1053230	0
202301622	R007165	OWEN SHERON M JELINEK LIVING TRUST	CNUTGRASS	Deny	93980	93980	0
202301625	R003716	OWEN SHERON M JELINEK LIVING TRUST	CNUTGRASS	Deny	188640	188640	0
202301626	R008510	SMITH ROBERT GLENN	CMCDONALD	Deny	293830	293830	0
202301627	R014818	LIGHTNING NATURAL GAS LP	CNUTGRASS	Deny	129450	129450	0
202301628	R005800	SAUDER A M TRUST	ACOHEN	Deny	1359790	1359790	0
202301629	R016332	LIGHTNING NATURAL GAS LP	CNUTGRASS	Deny	52520	52520	0
202301631	R016230	LIGHTNING NATURAL GAS LP	CNUTGRASS	Deny	747000	747000	0
202301632	R026847	LIGHTNING NATURAL GAS LP	CNUTGRASS	Deny	1788220	1788220	0
202301633	R025575	BOWMAN CALEY LYLES	ACOHEN	Deny	981820	981820	0
202301634	R070779	R&G BUTTE ROCK RANCH LLC	CNUTGRASS	Deny	618230	618230	0
202301635	R016252	R & G BUTTE ROCK RANCH LLC	CNUTGRASS	Deny	148080	148080	0
202301636	R015745	YULE CREEK LODGE LLC	CMCDONALD	Adjust	873060	827410	-45650
202301637	R003150	SHERMAN STREET HOLDINGS LLC	CMCDONALD	Deny	1787500	1787500	0
202301639	R005463	MOUNTAIN ASSOCIATES INC	JZIMMERMAN	Deny	2324950	2324950	0
202301640	R001428	HIRTH DOUGLAS	ACOHEN	Deny	169900	169900	0
202301641	R015515	HERMANSON JEFFREY	MMAST	Deny	522160	522160	0
202301642	R001427	HIRTH DOUGLAS	ACOHEN	Deny	171130	171130	0
202301643	R001426	HIRTH DOUGLAS	ACOHEN	Deny	171130	171130	0
202301644	R033848	SHERMAN STREET HOLDINGS LLC	MMAST	Deny	715710	715710	0
202301645	R042693	HERMANSON JEFF	MMAST	Adjust	674400	384090	-290310
202301646	R001246	HIRTH DOUGLAS	BBLACKETT	Adjust	60890	21310	-39580
202301647	R043193	JH PROPERTY LLC	MMAST	Deny	1711200	1711200	0
202301648	R071328	SHERMAN STREET HOLDINGS LLC	JZIMMERMAN	Deny	796950	796950	0
202301649	R071574	CRESTED BUTTE RANGER STATION LLC	JZIMMERMAN	Deny	1000400	1000400	0
202301651	R012252	BRUESEWITZ SCOT	CMCDONALD	Deny	294920	294920	0
202301652	R011715	HAUN J W JR	CNUTGRASS	Deny	768200	768200	0

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202301653	R010701	ANTHONY FAMILY REVOCABLE LIVING TRUST	BBLACKETT	Deny	987570	987570	0
202301654	R010738	ANTHONY CLAY BENJAMIN	BBLACKETT	Deny	759380	759380	0
202301655	R025333	ANTHONY INVESTMENTS LIMITED PARTNERSHIP	MMAST	Adjust	828470	749580	-78890
202301656	R009282	KING FAMILY LIVING TRUST	ACOHEN	Deny	374600	374600	0
202301657	R006185	BERGLUND JANE E	KMCFARLAND	Deny	606370	606370	0
202301658	R013331	LEFEUVRE THIERRY	MMAST	Adjust	1564720	1411430	-153290
202301659	R042182	HOMUTH BENJAMIN H	ACOHEN	Adjust	697280	641500	-55780
202301660	R003725	DUNN JAMES E	CNUTGRASS	Deny	594800	594800	0
202301661	R007544	DUNN JAMES E	CNUTGRASS	Deny	447500	447500	0
202301663	R043135	BURNS JENNA	MMAST	Adjust	1620370	1165420	-454950
202301664	R043130	GRANELLO GERAMI A	MMAST	Deny	1246440	1246440	0
202301665	R017645	WORDEN MICHAEL ANDREW	ACOHEN	Deny	292790	292790	0
202301666	R007705	BROWN DARRY D	CNUTGRASS	Adjust	858160	672810	-185350
202301667	R001430	HIRTH DOUGLAS	ACOHEN	Deny	191560	191560	0
202301668	R001431	HIRTH DOUGLAS	ACOHEN	Deny	191560	191560	0
202301669	R001429	HIRTH DOUGLAS	ACOHEN	Deny	169900	169900	0
202301670	R016102	HK RANCH PROPERTIES LLC	CMCDONALD	Deny	1081140	1081140	0
202301671	R016103	HK RANCH PROPERTIES LLC	CMCDONALD	Deny	336680	336680	0
202301672	R003971	RAMSTRACE FAMILY TRUST LLC	ACOHEN	Deny	950780	950780	0
202301673	R043126	ASPENRIDGE 4 LLC	MMAST	Deny	1620370	1620370	0
202301674	R005410	ABBOTT MICHAEL LANCE	MMAST	Deny	4080580	4080580	0
202301675	R043127	ASPENRIDGE 5 LLC	MMAST	Deny	1620370	1620370	0
202301676	R012765	CUMMINGS MIKE P	MMAST	Adjust	2913580	2597000	-316580
202301677	R042473	FITZGERALD DANIEL	KMCFARLAND	Adjust	650470	617950	-32520
202301678	R005101	CESATI ANDREW	MMAST	Deny	1790000	1790000	0
202301679	R041914	EINSIDLER DAVID L	KMCFARLAND	Deny	862020	862020	0
202301680	R072737	THOMPSON ROBERT SIDNEY	ACOHEN	Deny	1266930	1266930	0
202301681	R042506	MERRIGAN SARE E	MMAST	Adjust	370920	218140	-152780
202301682	R033871	CB LOCO LLC	MMAST	Deny	1542810	1542810	0
202301683	R070530	PLATT FAMILY TRUST	MMAST	Deny	2959580	2959580	0
202301684	R006148	STOCKTON KENNETH F E	KMCFARLAND	Deny	1220580	1220580	0
202301685	R070819	LULL DEVELOPMENT CO INC	CMCDONALD	Deny	373240	373240	0
202301686	R008311	LULL RODGER S	CMCDONALD	Adjust	111220	97980	-13240
202301687	R009101	LULL LUCINDA K C	CMCDONALD	Adjust	99120	94400	-4720

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202301688	R003778	LULL LUCINDA K C	CNUTGRASS	Deny	366440	366440	0
202301689	R030991	WIGGIN JULIE A	KMCFARLAND	Deny	365790	365790	0
202301690	R042715	HOCK STEVEN R	MMAST	Deny	539600	539600	0
202301692	R008277	LEECE BILL AND JOYCE FAMILY LLC	CNUTGRASS	Deny	944770	944770	0
202301693	R031551	WIGGIN JULIE A	KMCFARLAND	Deny	350470	350470	0
202301694	R031940	MANHATTAN SQUARE LIMITED PARTNERSHIP	MMAST	Deny	2657350	2657350	0
202301695	R017454	FOWLER ROBERT B	CNUTGRASS	Adjust	73500	39200	-34300
202301696	R008126	DUNTON ANNETTE HOWE FAMILY LIVING TRUST	MMAST	Adjust	946800	899140	-47660
202301697	R043576	BERE BOB	MMAST	Deny	2120010	2120010	0
202301698	R002827	VAN GORDER JAN R	CMCDONALD	Deny	2017350	2017350	0
202301699	R031758	MCDONALD DOUGLAS I TRUST	MMAST	Deny	4197150	4197150	0
202301700	R042752	CILLESSEN TRUST	BBLACKETT	Deny	1830100	1830100	0
202301701	R003070	BOOTH ANGELA M	CMCDONALD	Deny	1796030	1796030	0
202301702	R009898	WIGGIN JULIE A	BBLACKETT	Deny	708300	708300	0
202301703	R012474	COX KENTON R	CNUTGRASS	Adjust	726780	577920	-148860
202301704	R042625	CLAN MACLEOD OF A&H	MMAST	Adjust	1794230	1611760	-182470
202301705	R042714	HOCK STEVEN R	MMAST	Adjust	2442100	2213800	-228300
202301706	R011290	OSIER KENNY KEITH	CNUTGRASS	Adjust	49000	35000	-14000
202301707	R005781	ZIN ALEXA KOMINAR	KMCFARLAND	Adjust	692300	629370	-62930
202301708	R008915	WALDO LUCILLE ANN	CNUTGRASS	Adjust	497100	410580	-86520
202301709	R005911	BESHIRE GEORGE J	ACOHEN	Deny	813180	813180	0
202301710	R006161	SAN MORITZ I203 LLC	KMCFARLAND	Deny	1036320	1036320	0
202301711	R005846	VANCE ALISON T	KMCFARLAND	Deny	1022500	1022500	0
202301712	R006146	WESTINVEST HIDDEN MINE LLC	KMCFARLAND	Deny	1276160	1276160	0
202301713	R006132	WESTIN PER TOMAS FREDRIK	KMCFARLAND	Deny	868630	868630	0
202301714	R014376	STAPLE GREGORY C	CMCDONALD	Deny	774040	774040	0
202301715	R009720	WEAVER ERIC LAIRD	BBLACKETT	Deny	216600	216600	0
202301717	R016797	SWAINSON ROY A	CNUTGRASS	Adjust	1136230	886110	-250120
202301719	R041956	DUKEMAN JOSEPH A	ACOHEN	Adjust	1142470	1099220	-43250
202301720	R033614	SUMPTION STEPHEN E	CNUTGRASS	Deny	80000	80000	0
202301721	R027069	SUMPTION STEPHEN E	CNUTGRASS	Deny	528990	528990	0
202301722	R015993	BEYER ALAN R	CMCDONALD	Deny	635100	635100	0
202301723	R005084	MCKENNA DANIEL P	BBLACKETT	Deny	1190460	1190460	0
202301724	R031936	DAVIS ROGER H	MMAST	Adjust	945200	661640	-283560

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202301725	R011697	THE HAGLER FAMILY LIMITED PARTNERSHIP LP	BBLACKETT	Adjust	316850	336340	19490
202301726	R033105	DUJARDIN WILLIAM CROSS	ACOHEN	Deny	629130	629130	0
202301727	R044558	HOWISON CAROLE LEE	KMCFARLAND	Deny	1208760	1208760	0
202301728	R042719	PATTEN REWK	MMAST	Deny	539600	539600	0
202301729	R008276	HICKEY CHRIS J	CNUTGRASS	Deny	670880	670880	0
202301730	R003373	BERNHOLTZ ALAN E	CMCDONALD	Deny	1918600	1918600	0
202301731	R008007	WINDSCHEFFEL JEREMIAH	CNUTGRASS	Deny	860020	860020	0
202301732	R008519	WAUNITA HOT SPRINGS RANCH INC	CNUTGRASS	Deny	3711670	3711670	0
202301733	R073614	FRANK JOSEPH R	ACOHEN	Deny	386240	386240	0
202301734	R013313	HUNDRYD HOLDINGS LLC	MMAST	Deny	1868050	1868050	0
202301735	R013442	HARDING TODD E	CNUTGRASS	Deny	753790	753790	0
202301736	R003140	ZAVALA LUCILLE Y	CMCDONALD	Adjust	942710	899420	-43290
202301737	R012565	EVENTYR LLC	MMAST	Deny	2605940	2605940	0
202301738	R027106	HUCKSTEP AARON J	ACOHEN	Deny	1635750	1635750	0
202301740	R027495	HOLMAN TIMOTHY JOSEPH	MMAST	Adjust	933400	892940	-40460
202301741	R041106	FAHRENBRUCH JEFFREY GARRETT	CMCDONALD	Deny	5249990	5249990	0
202301742	R009741	POTTER GAAR I	BBLACKETT	Deny	202100	202100	0
202301743	R013212	MARSHALL EARL	MMAST	Deny	1299570	1299570	0
202301744	R003041	SAEGER KAREN A	CMCDONALD	Deny	1757270	1757270	0
202301745	R011906	MCCLAIN DARYL	CNUTGRASS	Adjust	654520	495300	-159220
202301746	R003777	KAHANEK HENRY JR	CNUTGRASS	Deny	709750	709750	0
202301747	R004997	JENNINGS MICHAEL	BBLACKETT	Deny	1655800	1655800	0
202301748	R044137	GUTTER MATTHEW V	MMAST	Deny	2072280	2072280	0
202301749	R027725	CLARK RAYMOND F	CNUTGRASS	Deny	756000	756000	0
202301750	R043166	KING TYLER L	MMAST	Deny	959540	959540	0
202301751	R044675	MILLER HERITAGE LLC	CNUTGRASS	Deny	2450820	2450820	0
202301752	R006203	GUTTER MATTHEW V	ACOHEN	Adjust	955580	921450	-34130
202301753	R013138	WELLMAN CHAD	MMAST	Adjust	1674030	1417070	-256960
202301754	R071876	ARELL LINDSAY S	MMAST	Adjust	3200340	2537120	-663220
202301755	R030279	GLOWCZEWSKY ROBERT J	MMAST	Deny	1893150	1893150	0
202301756	R027491	SNYDER KRISTEN	MMAST	Deny	1399120	1399120	0
202301757	R044506	PIERSON JENNIFER	KMCFARLAND	Deny	754710	754710	0
202301758	R027281	BROWN JANELLE MILITZA	MMAST	Adjust	843710	672370	-171340
202301759	R008906	HUFFMAN ANDREW B	CNUTGRASS	Adjust	460560	384450	-76110

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202301760	R074307	GAIL SUE DR LLC	JZIMMERMAN	Deny	460540	460540	0
202301761	R044192	BURGEMEISTER KENDALL K	BBLACKETT	Adjust	819220	737710	-81510
202301762	R017762	PLOCH CHRISTIANE L	BBLACKETT	Deny	2052170	2052170	0
202301764	R005509	ROSEVEARE NATHANIEL JAMES	KMCFARLAND	Deny	1284510	1284510	0
202301765	R042183	RANKIN BILLY	ACOHEN	Adjust	696590	640860	-55730
202301766	R041064	CARROLL FAMILY REVOCABLE TRUST	CMCDONALD	Deny	2162440	2162440	0
202301767	R011849	NYBORG ERIC B	ACOHEN	Deny	43500	43500	0
202301769	R044098	CARROLL FAMILY REVOCABLE TRUST	MMAST	Deny	391300	391300	0
202301770	R006989	STORMS STEWART	CNUTGRASS	Deny	550290	550290	0
202301772	R016601	WOODS ARTHUR PAUL	CNUTGRASS	Deny	801320	801320	0
202301774	R005026	TUCKER FAMILY LIVING TRUST	BBLACKETT	Deny	2482820	2482820	0
202301775	R043711	JOHNSTON ALYSSE L	CNUTGRASS	Deny	687540	687540	0
202301776	R002059	MALL AT TOMICHI LLC	JZIMMERMAN	Adjust	604480	481630	-122850
202301777	R005132	GREGMAR INC	KMCFARLAND	Deny	783030	783030	0
202301778	R042497	JACKMAN CHRIS	MMAST	Adjust	640680	375740	-264940
202301779	R042713	TINSTMAN CHRISTOPHER THOMAS	MMAST	Adjust	539600	458660	-80940
202301780	R004991	LOUDIS PETER M	BBLACKETT	Deny	1428910	1428910	0
202301781	R005730	STEVES BROTHERS	MMAST	Adjust	2954900	2837390	-117510
202301783	R013529	BEAR PAW SPRINGS LLC	CNUTGRASS	Deny	1803460	1803460	0
202301784	R005421	COHN DEREK J	MMAST	Deny	2345740	2345740	0
202301785	R014945	RANKIN BILLY	ACOHEN	Adjust	355730	309330	-46400
202301786	R031709	DEVERELL JEROME	CMCDONALD	Adjust	1976840	1876210	-100630
202301787	R030367	SANDQUIST CAROL ANN	CNUTGRASS	Deny	342870	342870	0
202301788	R044596	AULL HENRY K III	KMCFARLAND	Deny	515550	515550	0
202301789	R044093	GIBSON ANN	MMAST	Deny	378200	378200	0
202301790	R031084	WINGATE PROPERTIES INC	MMAST	Adjust	674400	604940	-69460
202301791	R042623	GIRAND TODD A	MMAST	Deny	1477420	1477420	0
202301792	R005503	KROLL CHARLES LINDSEY	KMCFARLAND	Deny	1158560	1158560	0
202301793	R005510	KROLL FAMILY TRUST	KMCFARLAND	Deny	1138830	1138830	0
202301795	R031525	MHS REVOCABLE TRUST	MMAST	Deny	1098960	1098960	0
202301796	R072120	SESSUMS LILA L	MMAST	Deny	930000	930000	0
202301797	R072121	SESSUMS LILA L	MMAST	Deny	4802660	4802660	0
202301799	R042652	SAUNDERS CHARLES III	MMAST	Deny	1329550	1329550	0
202301800	R012929	LITTLE JACKSON LLC	CMCDONALD	Adjust	278620	247400	-31220

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202301801	R040017	KOPITZ UNGER FAMILY TRUST	MMAST	Deny	3571580	3571580	0
202301802	R030286	SOLOMON PETER ALEXANDER	MMAST	Deny	2285000	2285000	0
202301803	R041999	SEARCY TODD E	MMAST	Deny	832070	832070	0
202301804	R002916	PALHAVA PRISCILA COSTA	CMCDONALD	Deny	1705510	1705510	0
202301805	R032557	BROWN RISA B	MMAST	Deny	2148060	2148060	0
202301806	R043710	MCDOWELL HEATHER	CMCDONALD	Deny	1396210	1396210	0
202301807	R042513	KISMET INVESTMENTS LLC	MMAST	Adjust	809280	417490	-391790
202301808	R071726	211 FIFTH STREET LLC	CMCDONALD	Deny	1321580	1321580	0
202301809	R012583	1294 SLATE RIVER RD LLC	MMAST	Deny	3930480	3930480	0
202301810	R026151	1294 SLATE RIVER RD LLC	MMAST	Deny	2019860	2019860	0
202301811	R003359	312 SOPRIS LLC	CMCDONALD	Deny	673070	673070	0
202301812	R005608	SCOTT HUGH D JR	KMCFARLAND	Deny	477390	477390	0
202301813	R070934	GIBB ARTHUR JOSIAH	CNUTGRASS	Deny	464090	464090	0
202301814	R003149	BANX LLC	JZIMMERMAN	Adjust	2160410	1475000	-685410
202301815	R030285	CLAFLIN BLAKE L	MMAST	Deny	1383810	1383810	0
202301816	R025574	ESTWANIK BRITT ELAINE	KMCFARLAND	Deny	1694330	1694330	0
202301817	R004874	LUECKEMEYER BEVERLY H	MMAST	Deny	393840	393840	0
202301819	R014763	HERNANDEZ ROBERT A	CNUTGRASS	Adjust	1712990	1407470	-305520
202301820	R005336	LUECKEMEYER EDWARD	MMAST	Adjust	1577500	1441510	-135990
202301821	R010797	BARCLAY MARGIE LOU	KMCFARLAND	Deny	744300	744300	0
202301822	R004967	MORGAN SARA E	BBLACKETT	Deny	1570230	1570230	0
202301823	R015363	CASCIATO MEREDITH ANN	ACOHEN	Deny	253500	253500	0
202301825	R072542	GHF VENTURES LLC	MMAST	Deny	1848750	1848750	0
202301826	R008498	BLACKWELDER KENNETH D TRUST	CNUTGRASS	Adjust	366720	347030	-19690
202301827	R010124	PUCHEK JOE O	BBLACKETT	Deny	524720	524720	0
202301828	R009247	GS AND PD LIVING TRUST	CNUTGRASS	Adjust	542110	449690	-92420
202301829	R042237	GS AND PD LIVING TRUST	CNUTGRASS	Deny	131310	131310	0
202301831	R042624	GIRAND TODD A	MMAST	Deny	322000	322000	0
202301832	R004999	GOTHIC CB LLC	MMAST	Adjust	1357720	1152760	-204960
202301833	R030017	BRAGWOOD TRUST	BBLACKETT	Deny	328200	328200	0
202301834	R006115	RUDMAN PAUL ROBERTSON	KMCFARLAND	Deny	795920	795920	0
202301835	R003137	BACHMAN H ADELE	ACOHEN	Adjust	978550	33300	-945250
202301836	R027733	BACHMAN H ADELE	ACOHEN	Adjust	479710	1361650	881940
202301837	R015531	EARL SCHUYLER	MMAST	Deny	549640	549640	0

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202301838	R041565	PLAZA AT WOODCREEK UNIT 35	ACOHEN	Deny	941930	941930	0
202301839	R005491	JINKS CAROLINE S	MMAST	Adjust	924950	919570	-5380
202301841	R041008	BENSON M CATHERINE	MMAST	Deny	1008580	1008580	0
202301842	R032028	17 BECKWITH LLC	JZIMMERMAN	Deny	516000	516000	0
202301843	R042151	THOMAIDIS KATE	CMCDONALD	Deny	1316070	1316070	0
202301844	R043792	WEST WALL LODGE TRUST	ACOHEN	Adjust	2471260	2021940	-449320
202301845	R003308	LEBRASSE FAMILY TRUST	ACOHEN	Adjust	711200	673770	-37430
202301846	R026507	CARPENTER RIDGE GROUP LLC	CNUTGRASS	Adjust	103670	10370	-93300
202301848	R007984	MOOR RALPH CARL JR REVOCABLE TRUST	CNUTGRASS	Adjust	1053380	797410	-255970
202301849	R073626	BEIER FAMILY REVOCABLE TRUST	ACOHEN	Deny	1073400	1073400	0
202301850	R005034	SFERRA BOBBIE ANNE	BBLACKETT	Deny	1259340	1259340	0
202301851	R030558	3 BECKWITH LLC	CMCDONALD	Deny	2034580	2034580	0
202301852	R032021	BARNEY FAMILY LLC	JZIMMERMAN	Deny	1296120	1296120	0
202301853	R071754	BARNEY PAUL J	CMCDONALD	Deny	4078290	4078290	0
202301855	R011305	SPINA ALFRED JAMES JR	CNUTGRASS	Deny	572630	572630	0
202301856	R033087	MESA VALLEY GROUP INC	CNUTGRASS	Adjust	4620	460	-4160
202301857	R026488	MESA VALLEY GROUP INC	CNUTGRASS	Adjust	83460	8350	-75110
202301858	R011241	MESA VALLEY GROUP INC	CNUTGRASS	Adjust	85150	8520	-76630
202301859	R003338	SOPRISHOUSE LLC	CMCDONALD	Deny	5469050	5469050	0
202301860	R042493	GAGNON DANIEL JOSEPH	MMAST	Adjust	674400	375740	-298660
202301861	R043824	ROSS RICHARD	MMAST	Adjust	1161630	1066630	-95000
202301863	R032521	DUNN JILL M	MMAST	Deny	1767020	1767020	0
202301864	R005193	CBME LLC	ACOHEN	Deny	853460	853460	0
202301865	R073351	FARAONE BERNARD	BBLACKETT	Adjust	140710	133340	-7370
202301866	R032517	HASTINGS JUSTIN	MMAST	Deny	1420810	1420810	0
202301867	R045493	JAY HENRY L	MMAST	Deny	872500	872500	0
202301868	R026685	BIGGS FAMILY TRUST	CMCDONALD	Adjust	946320	1467520	521200
202301869	R027766	512 FOURTH STREET LLC	ACOHEN	Deny	938940	938940	0
202301871	R042700	LOBDELL JULIE	MMAST	Adjust	755440	539600	-215840
202301872	R004974	BAKER JANIS M	BBLACKETT	Deny	1393050	1393050	0
202301873	R027110	RUSSELL DAVID R	ACOHEN	Deny	213040	213040	0
202301875	R005516	HICKEY JULIA IRENE	KMCFARLAND	Deny	556720	556720	0
202301876	R002931	RUSSELL DAVID	ACOHEN	Deny	739650	739650	0
202301877	R044111	LENKER MAX	MMAST	Deny	611000	611000	0

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202301878	R030103	MYALL CHRISTOPHER	CMCDONALD	Deny	1113910	1113910	0
202301879	R008338	SMITH STEVE	CNUTGRASS	Adjust	373480	327120	-46360
202301880	R005217	COOK GARY D & KIRSTEN M LIVING TRUST	ACOHEN	Deny	867060	867060	0
202301881	R003804	GIBB A JOSIAH	CNUTGRASS	Deny	190310	190310	0
202301882	R044678	LENKER MAX	KMCFARLAND	Deny	1895520	1895520	0
202301883	R015184	11-4 HOLDINGS LLC	JZIMMERMAN	Adjust	1437260	1049580	-387680
202301884	R045492	SAVARD MATT	MMAST	Deny	959630	959630	0
202301885	R005015	SOUTH OF SOUTH HOLDINGS LLC	MMAST	Adjust	1362750	1308560	-54190
202301886	R073979	SPANN VIRGIL & LEE RANCHES INC	CNUTGRASS	Deny	338330	338330	0
202301887	R003337	DOUBLE L RANCH LLC	CMCDONALD	Adjust	2197680	2125070	-72610
202301888	R032099	CB MAJESTIC PROPERTIES LLC	JZIMMERMAN	Adjust	1607770	1182860	-424910
202301889	R008705	SPANN VIRGIL & LEE RANCHES INC	CNUTGRASS	Deny	1000430	1000430	0
202301890	R008257	BICKFORD LAWRENCE	CNUTGRASS	Adjust	798650	783800	-14850
202301892	R071829	BIRKS DAVID J	CNUTGRASS	Deny	352990	352990	0
202301893	R072114	LOAN CENTER LLC	BBLACKETT	Deny	826420	826420	0
202301894	R008851	CURTIS KIMBERLY LOUISE	CNUTGRASS	Deny	427230	427230	0
202301895	R001352	MAJORS MARQUITA A	KMCFARLAND	Deny	201530	201530	0
202301896	R043164	WISEMAN DON R	MMAST	Deny	960020	960020	0
202301897	R042832	DYAR ANNIE	ACOHEN	Deny	1451970	1451970	0
202301898	R005956	SWARTZ EDWARD IRA RESIDUAL SHARE	KMCFARLAND	Adjust	1419150	1215530	-203620
202301899	R030872	BRIGHT AMY B QUALIFIED PERSONAL RESIDENCE	KMCFARLAND	Deny	1593710	1593710	0
202301901	R030873	BRIGHT AMY B QUALIFIED PERSONAL RESIDENCE	KMCFARLAND	Deny	1593710	1593710	0
202301902	R004957	WINTER CHRISTOPHER	MMAST	Adjust	2117460	1493520	-623940
202301903	R042620	EDMONDS CHRIS	MMAST	Deny	322000	322000	0
202301904	R042621	EDMONDS CHRISTOPHER T	MMAST	Deny	1872230	1872230	0
202301905	R031086	LIVINGSTON THOMAS FRASER II	MMAST	Adjust	1798310	1738370	-59940
202301906	R027116	THUSS DANIEL M	KMCFARLAND	Deny	611340	611340	0
202301907	R027188	HOVANEK PETER J	MMAST	Deny	552600	552600	0
202301908	R031266	HOVANEK PETER J	ACOHEN	Adjust	1395910	1313560	-82350
202301909	R008055	BLEWETT STEPHANIE	CNUTGRASS	Adjust	1509190	1382260	-126930
202301910	R040012	VANSCHAACK HENRY C	CMCDONALD	Deny	198450	198450	0
202301911	R031152	VANSCHAACK HENRY C	CMCDONALD	Deny	900960	900960	0
202301912	R004986	COCKRELL JOHN R	BBLACKETT	Adjust	1479970	1364790	-115180
202301913	R009500	MORRIS GLENN WALLACE	CNUTGRASS	Adjust	1533140	1508820	-24320

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202301914	R041095	DOUBLE L RANCH LLC	CMCDONALD	Deny	1658040	1658040	0
202301915	R042705	BETZ GALEN	MMAST	Deny	2494920	2494920	0
202301916	R003029	REAMER SCOTT	CMCDONALD	Deny	2788410	2788410	0
202301917	R003470	304 TEOCALLI LLC	CMCDONALD	Deny	2216270	2216270	0
202301918	R004933	COLORADO CHALET LLC	MMAST	Adjust	598040	536710	-61330
202301919	R006304	SUMMERFELT ALEXANDER	KMCFARLAND	Deny	608030	608030	0
202301920	R003076	RODMAN DENNIS R	CMCDONALD	Deny	1931350	1931350	0
202301921	R042514	AMIS CHARLES LIVING TRUST	MMAST	Adjust	809280	417490	-391790
202301922	R042515	AMIS CHARLES LIVING TRUST	MMAST	Adjust	809280	417490	-391790
202301923	R005836	HIGBY JOSEPH	MMAST	Deny	456610	456610	0
202301924	R004165	SVIGEL WAYNE R	CMCDONALD	Deny	819280	819280	0
202301925	R005555	MCCLEARY CHRISTINE B	KMCFARLAND	Deny	572960	572960	0
202301926	R032401	MCCLEARY CHRISTINE B	MMAST	Adjust	613350	374830	-238520
202301927	R005207	GREYROCK HORIZONS LLC	ACOHEN	Deny	855210	855210	0
202301928	R005358	TESKA JOHANNE	MMAST	Deny	328200	328200	0
202301929	R002944	DOHERTY TRACY S	ACOHEN	Deny	659930	659930	0
202301930	R008350	EAGLES NEST QUARTZ CREEK LLC	CNUTGRASS	Adjust	313050	263250	-49800
202301931	R002910	MORGAN KALANDA	ACOHEN	Deny	896240	896240	0
202301932	R042496	KOOLATH RAJEEV	MMAST	Adjust	674400	375740	-298660
202301933	R042507	DYAR DUSTIN P	MMAST	Adjust	640680	218140	-422540
202301934	R043470	GOTHIC HOUSE LLC	CMCDONALD	Deny	3479620	3479620	0
202301936	R010828	BURNS MICHELLE	KMCFARLAND	Deny	380320	380320	0
202301937	R008475	FUNKA DAYLE	CNUTGRASS	Deny	731360	731360	0
202301938	R006116	KNOX OHIO III REV TRUST	KMCFARLAND	Deny	659120	659120	0
202301939	R005357	ANTHRACITE PROPERTIES LIMITED	BBLACKETT	Deny	1933190	1933190	0
202301940	R042042	SACKETT RANDALL W	MMAST	Deny	1166920	1166920	0
202301941	R044352	VERHAEGHE MELISSA CHRISTINE	KMCFARLAND	Deny	554440	554440	0
202301942	R031554	MOFFETT JEFFREY L	ACOHEN	Deny	1169410	1169410	0
202301944	R005565	BAUMAN DEBORAH	KMCFARLAND	Deny	709940	709940	0
202301945	R015653	HOUPPT FRANKLIN C	CMCDONALD	Deny	788890	788890	0
202301946	R044082	WILLIAMS CARLTON	MMAST	Deny	1982900	1982900	0
202301947	R017252	WOODS NEAL L TRUST	CNUTGRASS	Deny	899320	899320	0
202301948	R071294	DYAR DUSTIN	ACOHEN	Adjust	213040	185250	-27790
202301949	R004057	ACKERMAN MARIANNE	CMCDONALD	Deny	1446690	1446690	0

2023 Protest Master Log

202301950	R003989	VANSCHAACK KATHERINE	CMCDONALD	Deny	1195590	1195590	0
202301951	R015244	MEIER ELISE KRISTI REVOCABLE TRUST	ACOHEN	Adjust	1110360	981830	-128530
202301952	R004148	PICKETT HEAPS DAVID ALLEN	CMCDONALD	Deny	971470	971470	0
202301953	R031082	THOMPSON CHRISTOPHER RUSSELL	MMAST	Deny	1815060	1815060	0
202301954	R033257	LEDFORD DANA L	CNUTGRASS	Deny	64380	64380	0
202301955	R074097	HOWE MARGARET	ACOHEN	Deny	930550	930550	0
202301956	R071120	LEDFORD DANA L	CNUTGRASS	Deny	8030	8030	0
202301957	R002960	STEARNS SARAH MARIE	ACOHEN	Deny	466790	466790	0
202301958	R015038	NANIA JULIE VIRGINIA	MMAST	Adjust	349260	139420	-209840
202301959	R032531	SCHOPPE DENISE M	MMAST	Deny	1538030	1538030	0
202301960	R013091	GORRELL GREGORY ROBERT	MMAST	Adjust	1767840	1528850	-238990
202301961	R015216	OLSON SHAWN	MMAST	Adjust	1189590	1039910	-149680
202301962	R005157	GFRL TRUST	MMAST	Deny	393840	393840	0
202301963	R041290	JACKSON SHAW TAYLOR RIVER RANCH LLC	CNUTGRASS	Deny	980600	980600	0
202301965	R041308	JACKSON SHAW TAYLOR RIVER RANCH LLC	CNUTGRASS	Deny	30180	30180	0
202301966	R041311	JACKSON SHAW TAYLOR RIVER RANCH LLC	CNUTGRASS	Deny	2880	2880	0
202301967	R041317	JACKSON SHAW TAYLOR RIVER RANCH LLC	CNUTGRASS	Deny	1814870	1814870	0
202301969	R045515	JACKSON SHAW TAYLOR RIVER RANCH LLC	CNUTGRASS	Deny	550	550	0
202301970	R045516	JACKSON SHAW TAYLOR RIVER RANCH LLC	CNUTGRASS	Deny	550	550	0
202301971	R045500	RIO WILDER 4 LLC	CNUTGRASS	Deny	3594670	3594670	0
202301972	R071300	GFRL TRUST	MMAST	Deny	3225000	3225000	0
202301973	R031797	1000 NMS LLC	KMCFARLAND	Deny	2374570	2374570	0
202301974	R042028	MOUNTFORD PROPERTIES LLC	MMAST	Deny	5743490	5743490	0
202301975	R005499	CROW STUART M C/O TRAMMELL CROW CO	KMCFARLAND	Deny	770240	770240	0
202301976	R031521	PRYDERI CB8 LLC	MMAST	Deny	578400	578400	0
202301977	R006152	HARWOOD INTERNATIONAL INC	KMCFARLAND	Deny	1045570	1045570	0
202301978	R030210	ZUNI III TRUST A TRUST	MMAST	Deny	1007380	1007380	0
202301979	R031527	CB HUUS LLC	MMAST	Deny	7437370	7437370	0
202301980	R031529	BARBIER MUELLER J GABRIEL	MMAST	Deny	1007380	1007380	0
202301981	R033163	CB MAJESTIC PROPERTIES LLC	KMCFARLAND	Deny	382360	382360	0
202301982	R033906	CB MAJESTIC PROPERTIES LLC	ACOHEN	Deny	417210	417210	0
202301983	R026959	CB MAJESTIC PROPERTIES LLC	ACOHEN	Deny	404270	404270	0
202301984	R003450	CB MAJESTIC PROPERTIES LLC	ACOHEN	Deny	420590	420590	0
202301985	R033898	CB MAJESTIC PROPERTIES LLC	ACOHEN	Deny	401380	401380	0

2023 Protest Master Log

202301986	R033899	CB MAJESTIC PROPERTIES LLC	ACOHEN	Deny	441660	441660	0
202301987	R030195	RINGLER INVESTMENTS LTD	CNUTGRASS	Deny	500960	500960	0
202301988	R041601	MAJORS ARTHUR L	BBLACKETT	Deny	137000	137000	0
202301989	R042691	BRD DEVELOPMENT LTD	MMAST	Adjust	674400	480110	-194290
202301990	R042455	DAVIDSON RONALD G	MMAST	Deny	1331980	1331980	0
202301991	R012761	RAD VENTURES SERIES LLC	MMAST	Deny	4224630	4224630	0
202301992	R040519	BROWN CARY FAMILY LP	MMAST	Deny	5683730	5683730	0
202301993	R005427	P & L REALTY LLC	MMAST	Deny	2567530	2567530	0
202301994	R043191	HOGAN PAUL R	MMAST	Deny	2037200	2037200	0
202301995	P074392	ALPHA BUILDING SOLUTIONS LLC	VHILDRETH	Adjust	270080	0	-270080
202301996	P074388	ACC MOUNTAIN WEST	VHILDRETH	Adjust	1315430	0	-1315430
202301997	P071936	YUM HOLDINGS LLC	VHILDRETH	Adjust	72370	35410	-36960
202301998	P074351	THAI CHILI 78 - CRESTED BUTTE	VHILDRETH	Adjust	81140	36270	-44870
202301999	R002829	DILLON MONICA	CMCDONALD	Adjust	1235220	1125830	-109390
202302000	R005319	MILLER CAROL ANNE	ACOHEN	Deny	416160	416160	0
202302002	R009301	HORECKI ARTHUR A	CNUTGRASS	Deny	607630	607630	0

2023 Failure to Report Personal Property

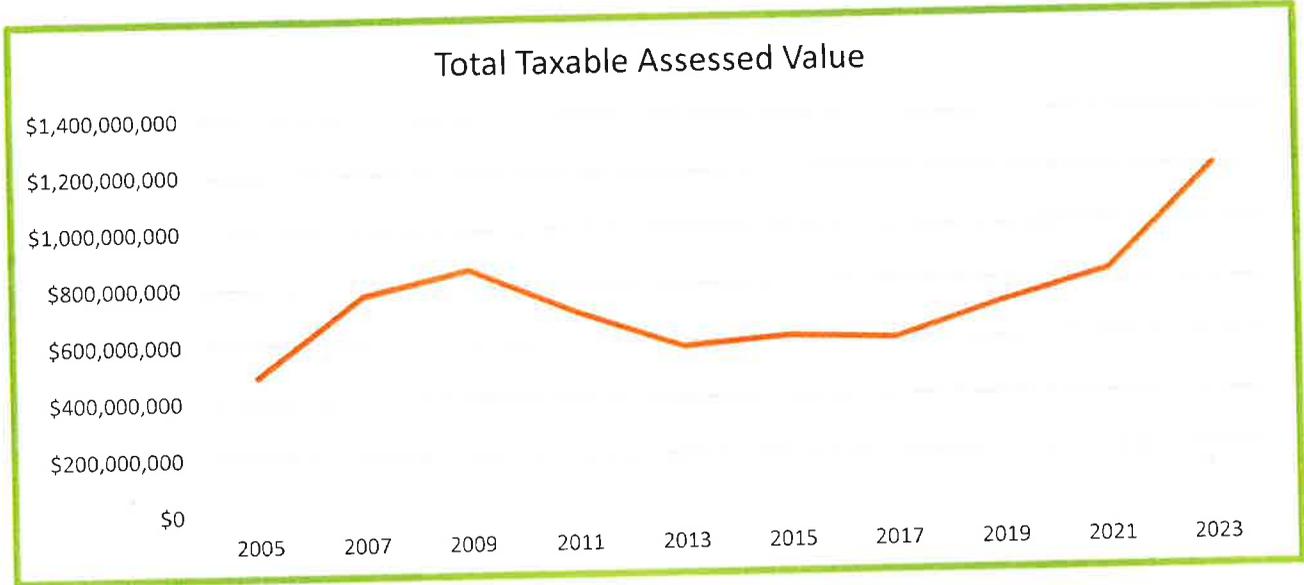
ACCOUNTNO	OWNER
P071352	200 SOPRIS LLC
P072684	330 BELLEVIEW LLC
P072685	330 BELLEVIEW LLC
P072449	330 BELLEVIEW LLC
P072448	330 BELLEVIEW LLC
P071406	9380 REAL ESTATE LLC
P004733	9380 REAL ESTATE LLC
P070555	9380 REAL ESTATE LLC
P070494	9380 REAL ESTATE LLC
P074090	AXTELL LABS
P011083	BIRDSEY ENTERPRISES LLC
P072509	CB MOBILE MIX CONCRETE LLC
P072781	COAL CREEK DISTILLERY
P073964	COLORADO ADVENTURES RENTALS LLC
P073965	COLORADO ADVENTURES RENTALS LLC
P052494	CONCRETE SYSTEMS INC
P073611	COTTONWOOD SCIENCES LLC
P072681	CRESTED BUTTE CLUB LLC
P002565	CRESTED BUTTE CLUB LLC
P017900	CRESTED BUTTE GROCERY LLC
P002644	CRISTIANA GUESTHAUS LLC
P071042	GRIGGS ORTHOPEDICS
P071640	GRIGGS ORTHOPEDICS
P006787	GUNNISON GOLF CLUB INC
P074348	HAVERKAMPF ANDREW
P071639	HIGH ALPINE BREWING
P072351	ICE HOUSE LLC
P027970	KAIZEN AUTO CARE LLC
P070841	MOORESTEAD PROPERTIES LLC
P071402	NORTH FORK ENERGY LLC
P015791	OXBOW MINING LLC
P004204	PEARLS MANAGEMENT LLC
P051667	PITAS IN PARADISE
P073581	PITAS IN PARADISE
P051828	RAWAL DHANANJAY AND SUCHITA TRUST
P072426	RIVERS EDGE PROPERTY LLC

ACCOUNTNO	OWNER
P000785	S3 RED ARROW LLC
P000409	S3D LLC
P072429	SCARP RIDGE LLC
P072683	SCARP RIDGE LLC
P006778	TAYLOR RIVER CANYON LLC
P073008	THE DIVVY
P071593	TWO KINDS OF SPURS LLC
P073620	VISIONARY COMMUNICATIONS INC
P073625	VISIONARY COMMUNICATIONS INC
P073624	VISIONARY COMMUNICATIONS INC
P073623	VISIONARY COMMUNICATIONS INC
P073618	VISIONARY COMMUNICATIONS INC
P073621	VISIONARY COMMUNICATIONS INC
P073619	VISIONARY COMMUNICATIONS INC
P073622	VISIONARY COMMUNICATIONS INC
P006776	WAUNITA HOT SPRINGS RANCH INC
P027478	WOOD PRODUCT SIGNS RECYCLE PLUS, INC.

**Assessed Valuation and Appeal Counts
2005 - 2023**

	2005	2007	2009	2011	2013	2015	2017	2019	2021	2023
Total Taxable Assessed Value	\$489,995,430	\$772,228,860	\$860,656,930	\$705,765,160	\$578,597,070	\$611,976,670	\$599,683,460	\$722,124,010	\$829,000,000	\$1,197,000,000
Total Assessor Level Appeals	925	2,200	2,251	* 1,576	531	* 1,268	787	* 1,185	* 926	1,749
- Total Appeals with Elevation = 1				1,296		988		905	646	
Adjusted	413	954	932	794	288	702	358	499	319	570
Denied	368	1,026	1,193	701	223	528	424	641	607	1,179
Stipulated	144	220	126	81	20	38	5	45	0	0
Total CBOE Protests	65	179	268	* 491	98	* 399	214	* 382	60	
- Total CBOE with Elevation = 1				211		119		102	60	
Percent Parcels appealed	4.30%	10.19%	10.37%	5.97%	2.44%	4.53%	3.61%	4.15%	2.95%	7.99%
Percent increase in valuation		57.60%	11.45%	-18.00%	-18.02%	5.77%	-2.01%	20.42%	14.80%	44.39%

*** The Elevation Hotel appealed all 280 units in a block. For calculating percent of parcels appealed, they are considered one appeal.**



Primary components of Proposition HH:

- **Assessment Rates/Taxable Values.** Decreases assessment rates and taxable values for residential and nonresidential property owners. For owner-occupied primary residences, the assessment rates will decrease as shown below:

	2023	2024	2025-2032	2033 and After
Current Law	6.765% after \$15,000 reduction	6.976%	7.15%	7.15%
Under Prop HH	6.7% after \$40,000 reduction	6.7% after \$40,000 reduction	6.7% after \$40,000 reduction	7.15%*

**The assessment rate for owner-occupied primary residences may remain at 6.7 percent in 2033 and after under certain circumstances. Note – there are other changes for senior owner-occupied, other multifamily residences, and commercial property tax categories as well.*

So, for the “average” homeowner, using the statewide average of 69 mills: a homeowner owning a \$500,000 home, will see taxes will decrease by an average of \$221/year for 2023 tax year. A homeowner owning a \$1.5 million home will have property taxes decrease by \$275/year for 2023 tax year.

- **TABOR Limit.** Allows the state to retain money that otherwise would be refunded by TABOR for ten years, and the legislature can extend that by legislation, without another ballot vote. The TABOR revenue limit is inflation plus population growth, and Prop HH adds an additional 1.0 percent to the calculation. This limit will grow each year, so that by FY 2031-32 the state would be collecting an additional estimated \$2.2 billion not subject to TABOR. With these additional retained revenues, they will backfill local governments to varying degrees (those below a property tax revenue threshold), allocate funding for rental assistance, and allocate money to the State Education Fund for K-12 education. TABOR refunds for all taxpayers will decrease if the state’s TABOR revenue limit increases.
- **TABOR Refunds.** Just for 2023, if Prop HH passes all TABOR refunds will be equalized at approximately \$820. Equalizing TABOR refunds helps lower income earners. If you make \$50,000, your refund will increase by \$233; if you make \$275,000, your refund will decrease by \$1,000.
- **Senior Homestead Exemption.** Beginning in January 2025, allows the Senior Homestead Exemption to be portable once seniors qualify for the exemption. In other words, once qualified, you can sell your home and move to a different residence and retain the exemption.
- **Local Government Revenue Cap.** Creates a property tax revenue cap for local governments, excluding home-rule cities and counties and all school districts. Districts can adopt resolutions to exceed the cap. This is in addition to the existing local government limits imposed by TABOR and the statutory 5.5% cap.

Summary

Prop HH will provide limited property tax reductions for homeowners, taxpayers will be foregoing some portion of their future TABOR refunds, and K-12 education should see a steady stream of new revenues whenever state revenues are increasing. A downturn economy would change those projections.

County	Total NOV's	Total Assessor	Total CBOE	% appealed at	% appealed at
		Appeals	Appeals	Asr level	CBOE
Pitkin	16,870	4,718	1200	28.0%	25.4%
Douglas	150,000	36,500		24.3%	
Larimer	162,500	35,954	4428	22.1%	12.3%
Summit	38,090	7,381	750	19.4%	10.2%
Arapahoe	217,865	30,900		14.2%	
Broomfield	25,957	3,635	384	14.0%	10.6%
Park	40,613	5,466	727	13.5%	13.3%
Jefferson	215,000	28,182		13.1%	
Ouray	5,536	710	91	12.8%	12.8%
Archuleta	19,191	2,387	285	12.4%	11.9%
Gilpin	9,086	1,086	363	12.0%	33.4%
Chaffee	15,944	1,808	171	11.3%	9.5%
El Paso	304,973	33,774	3356	11.1%	9.9%
Denver	230,000	24,769		10.8%	
Adams	182,887	18,303		10.0%	
Routt	25,000	2,460	600	9.8%	24.4%
Elbert	15,474	1,499	168	9.7%	11.2%
Rio Grande	12,666	1,200	3	9.5%	0.3%
Lake	10,980	945		8.6%	
San Miguel	9,916	816	101	8.2%	12.4%
Gunnison	21,911	1,749		8.0%	
Morgan	16,248	1,046	19	6.4%	1.8%
Mesa	84,548	5,207	412	6.2%	7.9%
Weld	178,000	10,791	994	6.1%	9.2%
Saguache	14,699	844		5.7%	0.0%
Pueblo	110,000	5,021	300	4.6%	6.0%
Custer	9,837	438	5	4.5%	1.1%
La Plata	33,770	1,465	66	4.3%	4.5%
Mineral	2,423	98	3	4.0%	3.1%
Las Animas	20,436	815	16	4.0%	2.0%
Clear Creek	15,937	626	35	3.9%	5.6%
Costilla	47,000	1,638	327	3.5%	20.0%
Montrose	24,145	833	116	3.4%	13.9%
Rio Blanco	8,620	234	11	2.7%	4.7%
Montezuma	23,034	558	12	2.4%	2.2%
Huerfano	14,164	293	21	2.1%	7.2%
Fremont	28,439	547	27	1.9%	4.9%
Hinsdale	3,000	56	3	1.9%	5.4%
Jackson	3,736	58	3	1.6%	5.2%
Alamosa	13,779	203	1	1.5%	0.5%
Conejos	9,000	132	1	1.5%	0.8%
Kit Carson	9,800	130	3	1.3%	2.3%
Sedgwick	3,634	47	0	1.3%	0.0%
Crowley	3,700	30	1	0.8%	3.3%
Logan	22,454	182	10	0.8%	5.5%

Washington	16,293	90	10	0.6%	11.1%
Phillips	6,243	14	0	0.2%	0.0%
Kiowa	5,610	0	0	0.0%	0.0%

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-14906; Almont FBF Hol

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor License renewal for Almont FBF Holdings LLC

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/28/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/28/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/31/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 9/5/2023



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-14906
to sell/serve malt, vinous, spirituous liquor for (on the)-premises
consumption in the County of Gunnison, Colorado.

ALMONT FBF HOLDINGS LLC DBA ALMONT RESORT
10209 HWY 135
ALMONT, COLORADO 81210

Fee \$100.00

Effective Dates: 09.29.2023 - 09.29.2024

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

Kathy Simillion 8-24-2023 _____
Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300

Lakewood, CO 80401

**ALMONT FBF HOLDINGS LLC
dba ALMONT RESORT
10209 HIGHWAY 135
Almont CO 81210**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-14906	License Expires at Midnight September 29, 2024
License Type HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 8/24/2023 MH

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

received
 8-10-2023

Submit to Local Licensing Authority

ALMONT RESORT
227 WEST MONROE, SUITE 5000
Chicago IL 60606

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

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

Colorado Beer and Wine License Renewal Application

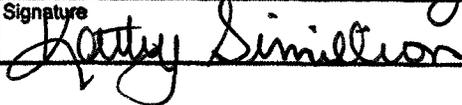
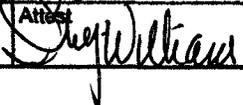
Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name ALMONT FBF HOLDINGS LLC		Doing Business As Name (DBA) ALMONT RESORT	
Liquor License # 03-14906	License Type Hotel & Restaurant (county)		
Sales Tax License Number 94809121	Expiration Date 09/29/2023	Due Date 08/15/2023	
Business Address 10209 HIGHWAY 135 Almont CO 81210			Phone Number 6302074193
Mailing Address 227 WEST MONROE, SUITE 5000 Chicago IL 60606		Email BRUHOSPITALITYC@GMAIL	
Operating Manager DAVE GOMEZ	Date of Birth 02/02/70	Home Address 1126 COLE RD GUNNISON CO	Phone Number 719-281-7172
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

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

Affirmation & Consent		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business	Title	
Craig DeFeo	Vice President	
Signature	Date	
	7/24/2023	
Report & Approval of City or County Licensing Authority		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.		
Local Licensing Authority For	Date	
Gunnison County	8-10-23	
Signature	Title	Attest
	County Clerk	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #04-01630; Harmels Operat

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor License renewal for Harmels Operation LLC

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/28/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/28/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/31/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 9/5/2023



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

FERMENTED MALT BEVERAGE AND WINE

ALCOHOL BEVERAGE LICENSE #04-01630

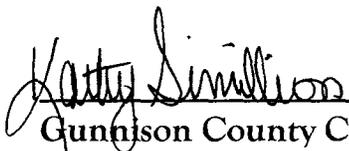
to sell/Malt Liquor and wine for off premises
consumption in the County of Gunnison, Colorado.

**HARMELS OPERATION LLC DBA HARMELS RANCH RESORT
6748 COUNTY ROAD 744
ALMONT, COLORADO 81210**

Fee \$100.00

Effective Dates: 11.15.23 - 11.15.2024

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



Gunnison County Clerk
Kathy Simillion

8-25-23

Date

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**HARMELS OPERATIONS LLC
dba HARMELS RANCH RESORT
6748 COUNTY ROAD 744
Almont CO 81210**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 04-01630	License Expires at Midnight 11/15/2024
License Type FERMENTED MALT BEVERAGE AND WINE(COUNTY)	
Authorized Beverages FERMENTED MALT BEVERAGE AND WINE	

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

In testimony whereof, I have hereunto set my hand. 8/25/2023 MH

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Interim Executive Director

8/14
T.D

DR 8400 (03/31/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

APPLICANT ID: 753851

Submit to Local Licensing Authority

HARMELS RANCH RESORT
6748 COUNTY ROAD 744
Almont CO 81210

received
8-17-2023

Fees Due	
Renewal Fee	242.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 242.50

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

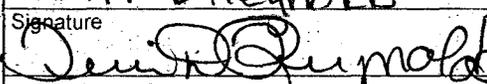
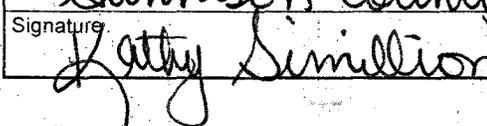
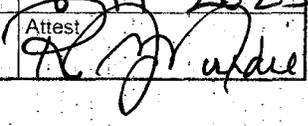
Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name HARMELS OPERATIONS LLC		Doing Business As Name (DBA) HARMELS RANCH RESORT	
Liquor License # 04-01630	License Type Fermented Malt Beverage and Wine(county)		
Sales Tax License Number 94943745	Expiration Date 11/15/2023	Due Date 10/01/2023	
Business Address 6748 COUNTY ROAD 744 Almont CO 81210			Phone Number 970-773-1740 970-773-1740
Mailing Address 6748 COUNTY ROAD 744 Almont CO 81210		Email terri@harmels.com	
Operating Manager Terri Reynolds	Date of Birth 6/9/70	Home Address 1000 CR 744, Almont, CO 81210	Phone Number 970-773-1706
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes No

Affirmation & Consent I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.	
Type or Print Name of Applicant/Authorized Agent of Business Terri Reynolds	Title Managing Member
Signature 	Date 8/9/23
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	Date 8-17-2023
Signature 	Title County Clerk
	Attest 

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

September 5 – October 10, 2023
(as of 9/01/2023)

Board of County Commissioners

1. **BOCC Regular Meeting Regular Meeting**

September 5, 2023, All Day @ BOCC Boardroom

[More Details](#)

2. **Mayors & Managers Meeting - Hosted by Gunnison School District**

September 7, 2023, 12:00 PM - 1:30 PM

[More Details](#)

3. **BOCC Work Session**

September 12, 2023, All Day @ BOCC Boardroom

[More Details](#)

4. **BOCC Regular Meeting**

September 19, 2023, All Day @ BOCC Boardroom

[More Details](#)

5. **BOCC Work Session**

September 26, 2023, All Day @ BOCC Boardroom

[More Details](#)

6. **BOCC Regular Meeting**

October 3, 2023, All Day @ BOCC Boardroom

[More Details](#)

7. **Mayors & Managers Meeting - Hosted by Gunnison County**

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

[More Details](#)

8. **BOCC Work Session**

October 10, 2023, All Day @ BOCC Boardroom

[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Colorado Water Trust Grant Appl

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached draft support letter and materials submitted by the Colorado Water Trust. The letter is needed by mid-September.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/31/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/5/2023



Application

Please refer to the Community Funding Partnership (CFP) Guidelines for additional information about the program, application and evaluation process, contracting requirements, and more.

I. Applicant Information

Sponsor/Applicant Name: Colorado Water Trust

Organization (if applicable): _____

Primary Contact Information:

Name: Tony LaGreca

Address: 1312 17th St #766, Denver, CO 80202

Phone: 720.570.2897 Ext 4 e-mail: tlagreca@coloradowatertrust.org

II. Project Information

Project Name: Collier Ditch Infrastructure and Flow Bypass Improvements

Project Location (Address and County): Gunnison County

Latitude and Longitude (decimal degrees, e.g. 39.55269, -107.335726): 38.375739, -107.496344

**Please attach a site map, if applicable.*

Is your project in response to an unforeseen emergency or natural hazard such as fire or flood?

Yes No

If yes, please answer the following: Provide a summary of the emergency which caused the repair or rehabilitation to be necessary (150 words):

If yes, please answer the following: A description, with evidence, if possible, that deferred maintenance and/or neglect was not the cause of damage to the project (150 words):

Brief Project Summary (limit 150 words):

This project will implement a retrofit of the Collier Ditch Dam to improve irrigation infrastructure and to provide for fish and instream flow passage on the Little Cimarron River. Fish in the Little Cimarron river have historically been impacted by a lack of longitudinal connectivity caused by irrigation diversions and infrastructure. In most years, irrigation withdrawals dewater miles of channel and the associated irrigation diversion infrastructure blocks fish passage. The Colorado Water Trust (Water Trust) has been working with partners in the Little Cimarron watershed for over a decade to implement the McKinley Ditch Project, a groundbreaking permanent split season ATM project designed to provide irrigation for agricultural use in the early summer and protect instream flows late in the irrigation season when the river typically has low flows or dewatered channels. In late 2018, the Water Trust and Colorado Water Conservation Board (CWCB) were granted a decree to protect the acquired portion of the McKinley Ditch water rights for both agricultural uses and instream flow. Late in the irrigation season, the decree allows water to be used for instream flow in over nine miles of the Little Cimarron and Cimarron Rivers, including three miles which has historically been dewatered. The Collier Ditch lies within this reach and its aging diversion infrastructure cannot currently bypass the instream flow and regularly dewater the river. Furthermore, the structure is a velocity and jump height barrier to resident fish which limits upstream spawning migrations and overall fishery health. The Water Trust has partnered with the shareholders on the Collier Ditch, to replace the existing infrastructure with roughened rock ramp which will allow for volitional fish passage and a return flow channel to bypass instream flow, while maintaining Collier Ditch irrigation withdrawals in priority. To accomplish these goals, the Water Trust is seeking funding to undertake a complete retrofit of the Collier Ditch Dam to provide flow and fish passage improvements.

Project Timeline:

Anticipated Start Date: October 2023

Anticipated Completion Date: November 2023

Project Category(ies) Allocation: *Please identify which of the five prioritized funding categories your project requested funding will address (check all that apply):*

Productive Agriculture *Infrastructure* *Healthy Rivers*
 Watershed Health and Water Quality *Conservation and Efficiency*

Describe how the project objectives fit within the category(ies) selected above, and if multiple categories, identify approximate percentage allocation of the project to each category:

The split season operation on the McKinley Ditch will avoid a buy and dry and keep historically irrigated lands on the ditch as productive agricultural lands. The improvements to the Collier Ditch, including automated headgates, will help the Collier Ditch water users maintain and improve their agricultural operations. The retrofit of the aging diversion infrastructure will drastically improve the lifespan of the Collier Ditch infrastructure, reduce maintenance needs, and bolster the infrastructure against catastrophic high flow damage. The new flow bypass structure and fish passable design will allow fish to freely migrate while avoiding dry ups and extremely low flows in a 9 miles reach of the stream. The boosted summertime flows will improve water quality by buffering high summertime stream temperatures to the benefit of the coldwater fishery.

Project Partners: *List all partners involved with this project and their role in the proposed project.*

Aside from the CWT which is acting as project manager, project partners include the CWCB and the Collier Ditch water users. The CWCB will use the Instream Flows in the Little Cimarron River during project operations. WWC Engineering out of Laramie WY has developed the designs and cost estimates and will provide construction oversight.

As part of the 2018 Water Court proceedings CWT stipulated with the Collier Ditch Water users that CWT would fully fund any infrastructure improvements necessary to ensure proper administration of the instream flows. So while the Collier Ditch is not a funding partner, they have provided countless hours of time at field visits and meetings to inform and guide the design process and will provide assistance during construction.

Funding Partners include the CWCB, The Gates Family Foundation, The Lyda Hill Foundation and the Hewlett Foundation Resource Legacy Fund (Open Rivers Fund).

Project Description and Tasks: *Provide a detailed description of the project including anticipated tasks and project milestones (ie study completion, permitting, design). For each task, please provide anticipated start and end dates. Attach additional documentation to the application if necessary. Identify any water rights associated with the project and the record owner of those water rights.*

The project is solely for the installation of infrastructure improvements to the Collier Ditch dam and headworks. A detailed list of the specific budget line items can be found in the attached budget spreadsheet. The project is anticipated to start in October 2023 and complete primary installation in Nov 2023. Follow up work is anticipated in 2024 however CWT intends to utilize the CRD funding in 2023.

The Colorado Water Trust is owner of 1.5 shares of the McKinley Ditch. Collier Ditch operations will not be affected or changed as a result of this project. The Collier Ditch Company, LLC is the owner/operator of the water rights associated with the ditch.

Project Success and Deliverables: *Please describe anticipated project deliverables and any measurable results of your project (ie AF of storage, efficiency savings/elimination of system losses, ft of stream protected, etc)*

The final deliverable and metric for success is completed installation of the infrastructure improvements as outlined in the attached project designs. Secondary metrics will include improved instream flow and water quality conditions for 9 miles of the Little Cimarron River.

Operations and Maintenance: *Please describe existing and planned operations and maintenance associated with the project (if relevant). How does this project impact operational costs? If operational costs are expected to increase, describe long-term plans to cover ongoing expenses.*

This project should lower the operational and maintenance expenses for both the Collier Ditch and CWT. The refurbished dam will limit scour at the foot of the dam minimizing the need for hauling and placing material to secure the base of the dam. Operationally, the telemetered and automated headgates should allow Collier Ditch users to check diversion rates and adjust flows remotely, eliminating a lengthy drive to the headgate from the ranch operations base in the Big Cimarron Valley. Similarly, CWT staff will not need to complete the current 5 hour round trip to check flows or adjust headgates.

Anticipated Permitting Required for this Project: *Please describe any anticipated permitting requirements (include any local, state, federal or other permits anticipated and/or required for this project and the status of each permit at the time of application.)*

Project is covered under an Agricultural Exemption from the ACOE.

III. Project Budget and Funding

Total Project Cost: \$426,500

Requested Contribution from River District: \$50,000

Project Budget/Funding: Please complete and attach the CFP budget worksheet in alignment with the tasks identified in the project description, including which funding sources and type (in-kind or cash) are being applied to each task. Attach additional documentation if appropriate.

Please provide a brief budget narrative. Include a description of in-kind services (if applicable). Additionally, include any potential changes, timeline to secure additional funding needs, unforeseen influencing factors, and other details not included in the budget worksheet:

The budget for the project is based on conservative engineering estimates. CWT has already secured 88% of the estimated budget providing a considerable cash match. A portion of CWT staff time has been dedicated as in-kind match. CWT staff is currently soliciting bids for the project and timelines may need to be pushed out if bids are considerably higher than estimates, or if contractor availability negates a 2023 installation.

Please describe planned efforts to meet the project budget. Should budget be exceeded please describe plan to cover additional costs.

If the project budget is exceeded CWT will work with its private foundation funding partners to secure the additional funds.

Project Funding Distributions/Sequence of Payments: *Please review the standard method for funding distributions outlined in the CFP Program Guidelines document.*

I have read and understand the CRD's standard disbursement method for the Community Funding Partnership Contract (please initial).

If the standard funding schedule does not work, please provide a detailed explanation why and what the preferred method of distribution of funds is for the applicant.

n/a

IV. Local Community Support

Please attach letters of support from the board(s) of county commissioners in which the county(ies) the project is located and/or water from the project will be utilized, and where appropriate, the governing board of the municipality(ies) in which the project is located. Should a letter of support not be available from the appropriate local government(s), project proponent should provide detailed explanation of the reasons.

V. Colorado River District Mission Alignment

Please review the Colorado River District Mission Statement, Strategic Plan and Partnership Projects Funding Program Framework. Describe how your project aligns with and supports the mission and strategic goals of the River District.

The Colorado River District's mission is to lead in the protection, conservation, use, and development of the water resources of the Colorado River water basin for the welfare of the District, and to safeguard for Colorado all waters of the Colorado River to which the state is entitled.

This project helps improve infrastructure vital to continued use of senior water rights in the Gunnison Basin and ensures their long term viability.

VI. Project Risk Analysis

What precautions are being taken to mitigate potential project failures?

The project designs were developed by professional engineers (WWC) who have considerable experience designing and implementing similar projects throughout the west. WWC staff will provide construction oversight to ensure installation follows best management practices and conforms to project designs to minimize risk of failure.

Is there anything in this project that may cause potential injury to vested absolute water rights?
If yes, please explain. Yes No

Will this project potentially cause reduced return flows with any potential negative effects?
If yes, please explain. Yes No

VII. Additional Factors for Evaluation

Does this project preserve pre-Compact (i.e. appropriation date 1922 or earlier) water rights?
Explain. Yes No

Both the McKinley and Collier Ditch water Rights are pre-Compact and this project will help ensure full utilization of those rights annually.

Does this project have potential to cause injury to other water users?
Explain. Yes No

How does this funding request enhance the project's long-term viability?

This funding request is the final piece of a diverse funding portfolio that is essential to fully realizing the benefits of the designed improvements. Without this final portion, CWT could value engineer some of the solutions at the expense of the more durable solutions currently envisioned.

Does this project promote innovation within a water use sector?
Explain.

Yes No

CWT's Little Cimarron River project is a groundbreaking water sharing program designed to benefit the environment and maintain agricultural production. The first of its kind Split Season Agricultural/Instream Flow Use Water Right is designed to avoid the detrimental "buy and dry" project design that threatens Colorado's rural agricultural community, while providing significant environmental benefits. Project operations allow agricultural use in the spring and early summer to ensure healthy grass hay pastures then, when the stream is in need during the late summer, the water can be used for instream flow benefiting the aquatic ecosystem.

Does this project or funding request develop applied research, science and data beneficial to the mission and strategic goals of the District?

Yes No

VIII. Insurance

Please review the minimum insurance requirements for a funding agreement which are outlined in the CFP Program Guidelines document.

Please acknowledge that you have read and understand the insurance requirements.

I have read and understand the CRD's standard insurance requirements for the Community Funding Partnership Contract

If you believe that extenuating circumstances or hardships exist that prevent you from fulfilling this requirement, please explain.

Tony LaGreca Digitally signed by Tony LaGreca
Date: 2023.07.07 13:08:35 -06'00'

Signature of Applicant

Date

Completed application and supporting documentation should be submitted by e-mail to partnerfunding@crwcd.org.

Last Updated: May 2021

Colorado Water Conservation Board
Water Plan Grant – Statement of Work – Exhibit A

Statement Of Work	
Date:	11/15/22
Name of Grantee:	Colorado Water Trust
Name of Water Project:	Little Cimarron River Fish and Flow Bypass Project
Funding Source:	Water Plan ATM
Water Project Overview:	
<p>This project will implement a complete retrofit of the Collier Ditch Dam to provide for fish and instream flow passage on the Little Cimarron River, tributary to the Cimarron River and the Gunnison River (Figure 1). Fish in the Little Cimarron river have historically been impacted by a lack of longitudinal connectivity caused by irrigation diversions and infrastructure. In most years, irrigation withdrawals dewater miles of channel and the associated irrigation diversion infrastructure blocks fish passage. The Colorado Water Trust (Water Trust) has been working with partners in the Little Cimarron watershed for over a decade to implement the McKinley Ditch Project, a groundbreaking permanent split season ATM project designed to provide irrigation for agricultural use in the early summer and protect instream flows late in the irrigation season when the river typically has low flows or dewatered channels. In late 2018, the Water Trust and Colorado Water Conservation Board (CWCB) were granted a decree to protect the acquired portion of the McKinley Ditch water rights for both agricultural uses and instream flow. Late in the irrigation season, the decree allows water to be used for instream flow in over nine miles of the Little Cimarron and Cimarron Rivers, including three miles which has historically been dewatered. The Collier Ditch lies within this reach and its aging diversion infrastructure cannot currently bypass the instream flow and regularly dewater the river. Furthermore, the structure is a velocity and jump height barrier to resident fish which limits upstream spawning migrations and overall fishery health. The Water Trust has partnered with the shareholders on the Collier Ditch, to replace the existing infrastructure with roughened rock ramp which will allow for volitional fish passage and a return flow channel to bypass instream flow, while maintaining Collier Ditch irrigation withdrawals in priority. To accomplish these goals, the Water Trust is seeking funding to undertake a complete retrofit of the Collier Ditch Dam to provide flow and fish passage improvements.</p>	
Project Objectives:	



Last Updated: May 2021

The primary objective of this fundraising request is to implement a complete retrofit of the Collier Ditch Dam which will provide for fish and instream flow passage on the Little Cimarron River. Project designs call for installation of a grouted rock ramp or “roughened channel” that will reduce the grade that fish must attain for passage and provide low velocity pocket water for fish to rest while completing passage. Designs also call for measurement equipment, a splitter and flow bypass channel or pipe to allow for accurate bypass of the Water Trust senior instream flows to the Little Cimarron River, while fully delivering Collier Ditch irrigation diversions in priority. Designs also call for replacing and upgrading aging diversion infrastructure for the benefit of both parties.

Tasks

Task 1 – Design

Description of Task: Completion of Final Designs

The Colorado Water Trust has been working with Collier Ditch water users and WWC Engineering throughout the design process to ensure that this project will achieve its flow bypass, fish passage and irrigation delivery goals. To date, the team has held onsite meetings, completed a topographic site survey, developed HEC-RAS models, consulted with USFWS fish biologists and completed preliminary designs and cost estimates for two alternative design options (a roughened rock ramp or technical fishway). The results of these efforts are attached with this application. Stakeholders have selected the roughened rock ramp as the preferred design solution and provided extensive comment to inform future design work. WWC Engineering has taken the input and is currently refining the modeling and designs to incorporate the comments and develop a set of 80% designs, due in January 2023. The 80% designs will be shared with the stakeholders for another set of comment and revision before producing final designs, which will ultimately guide construction. All work for Task 1 is fully funded and ongoing. There is no request for additional design funding in this application.

Method/Procedure:

WWC Engineering is following industry standard engineering practices to produce this design, informed by stakeholder input.



Last Updated: May 2021

Deliverable: Final Designs

Final Designs are due by May 1st, 2023.

Tasks

Task 2 - Implementation

Description of Task: Construction of Dam retrofits as guided by the final designs from Task 1.

Construction of the designed dam retrofit is slated for the fall of 2023 to allow for work during historically low flow periods. A combination of heavy equipment and hand labor will complete the roughened rock ramp, instream flow bypass channel and infrastructure upgrades using standard instream construction methods. Initial construction is scheduled to be completed in fall of 2023 followed by regular site visits in 2024 to ensure that the new diversion structures are functioning as designed. Fall 2024 is slated for any follow-up or modification work necessary.

Method/Procedure:



Last Updated: May 2021

Deliverable:
Completed retrofit structure.

Repeat for Task 3, Task 4, Task 5, etc.

Budget and Schedule

This Statement of Work shall be accompanied by a combined Budget and Schedule that reflects the Tasks identified in the Statement of Work and shall be submitted to CWCB in excel format.

Reporting Requirements

Progress Reports: The applicant shall provide the CWCB a progress report every 6 months, beginning from the date of issuance of a purchase order, or the execution of a contract. The progress report shall describe the status of the tasks identified in the statement of work, including a description of any major issues that have occurred and any corrective action taken to address these issues.



Last Updated: May 2021

Final Report: At completion of the project, the applicant shall provide the CWCB a Final Report on the applicant's letterhead that:

- Summarizes the project and how the project was completed.
- Describes any obstacles encountered, and how these obstacles were overcome.
- Confirms that all matching commitments have been fulfilled.
- Includes photographs, summaries of meetings and engineering reports/designs.

The CWCB will pay out the last 10% of the budget when the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.

Payment

Payment will be made based on actual expenditures and must include invoices for all work completed. The request for payment must include a description of the work accomplished by task, an estimate of the percent completion for individual tasks and the entire Project in relation to the percentage of budget spent, identification of any major issues, and proposed or implemented corrective actions.

Costs incurred prior to the effective date of this contract are not reimbursable. The last 10% of the entire grant will be paid out when the final deliverable has been received. All products, data and information developed as a result of this contract must be provided to as part of the project documentation.

Performance Measures

Performance measures for this contract shall include the following:

(a) Performance standards and evaluation: Grantee will produce detailed deliverables for each task as specified. Grantee shall maintain receipts for all project expenses and documentation of the minimum in-kind contributions (if applicable) per the budget in Exhibit C. Per Grant Guidelines, the CWCB will pay out the last 10% of the budget when the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.

(b) Accountability: Per Grant Guidelines full documentation of project progress must be submitted with each invoice for reimbursement. Grantee must confirm that all grant conditions have been complied with on each invoice. In addition, per Grant Guidelines, Progress Reports must be submitted at least once every 6 months. A Final Report must be submitted and approved before final project payment.

(c) Monitoring Requirements: Grantee is responsible for ongoing monitoring of project progress per Exhibit A. Progress shall be detailed in each invoice and in each Progress Report, as detailed above. Additional inspections or field consultations will be arranged as may be necessary.

(d) Noncompliance Resolution: Payment will be withheld if grantee is not current on all grant conditions. Flagrant disregard for grant conditions will result in a stop work order and cancellation of the Grant Agreement.

Date:

Colorado River District
201 Centennial St., Suite 200
Glenwood Springs, CO 81601

Dear Colorado River District,

Please accept this letter of support for the Collier Ditch Infrastructure and Flow Bypass Improvement grant proposal being submitted to the Colorado River District by the Colorado Water Trust. This funding will allow the Colorado Water Trust to install infrastructure improvements on the Collier Ditch Diversion on the Little Cimarron River in Gunnison County. The infrastructure improvements include 1) a grouted rock ramp structure to improve fish passage conditions at the Collier Dam, 2) a flow bypass structure to ensure decreed instream flows benefit the reaches downstream of the dam and 3) new modern headworks that will ensure irrigation deliveries. The instream flow and fish passage portions will provide significant benefits to the aquatic ecosystems of the Little Cimarron River while the infrastructure improvements will benefit the irrigated agricultural operations that rely on the ditch.

The Gunnison County Board of County Commissioners are in full support of projects that provide benefits to our streams and agricultural producers in our county. The project is important for the following reasons:

- a. It will upgrade aging irrigation infrastructure vital to sustaining historic agricultural operations in Gunnison County.
- b. It will provide instream flow benefits to nine miles of the Little Cimarron River which has been historically impacted by low flows.
- c. It will improve fish passage and habitat conditions for the wild self-sustaining trout population.

The Gunnison County Board of County Commissioners feels that this project meets the mission and strategic planning goals of the Colorado River District. We are confident in the leadership, experience, and expertise of the Colorado Water Trust, their team, and the affected water holders to successfully implement this project. For these reasons, we strongly endorse this project and encourage your positive consideration of the funding request.

Sincerely,



Top: Collier Ditch Diversion Dam and flow downstream of dam August 8th, 2019; flow is approximately 9 cfs. Middle: June 26th flow is approximately 1 cfs. Bottom: September 25th flow is less than 0.25 cfs.

The top photos show a healthy flow for this reach with deep pools, significant widths and multiple habitat types all linked with flowing water. The middle photos are of a considerably reduced flow of 1 cfs but there are still relatively deep pools, multiple habitat types linked by flowing water and 10-15 ft wetted widths. The bottom photos show the bare minimum flows necessary to support aquatic species consisting mostly of tiny pools with minimal depths surrounded by dry riverbed.

K:\Laramie\Colorado Water Trust\2020159 Collier Ditch Fish & Water Passage\05CAD\Sheets\2020159_COLLIER DITCH_PLAN_SET.dwg C1 3/24/2023 2:15:12 PM

NOTES:

1. FISHWAY RIPRAP SHALL CONSIST OF ROCK WITH THE FOLLOWING GRADATION AND PLACED MINIMUM OF 2.5' THICK.

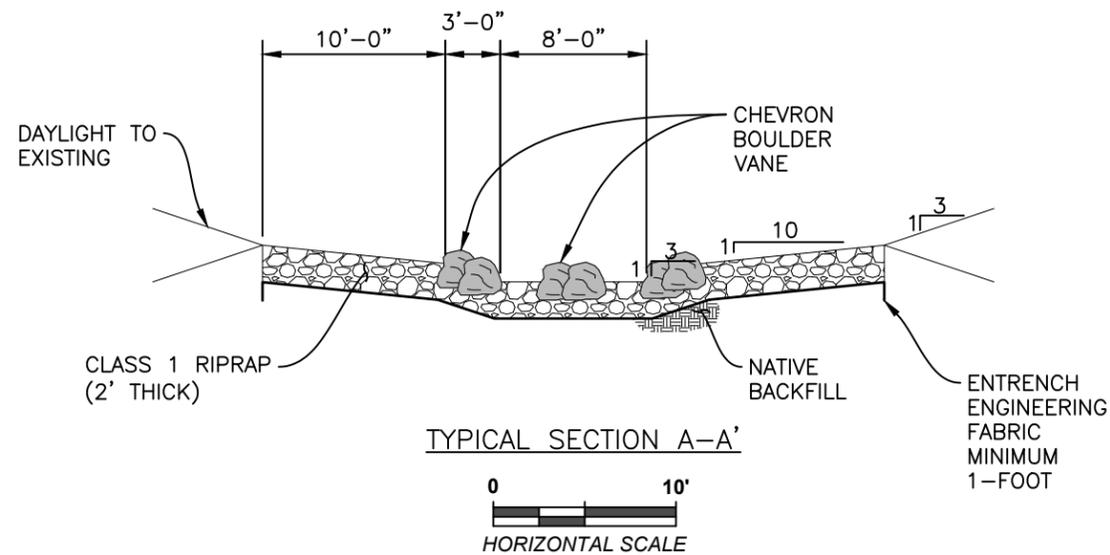
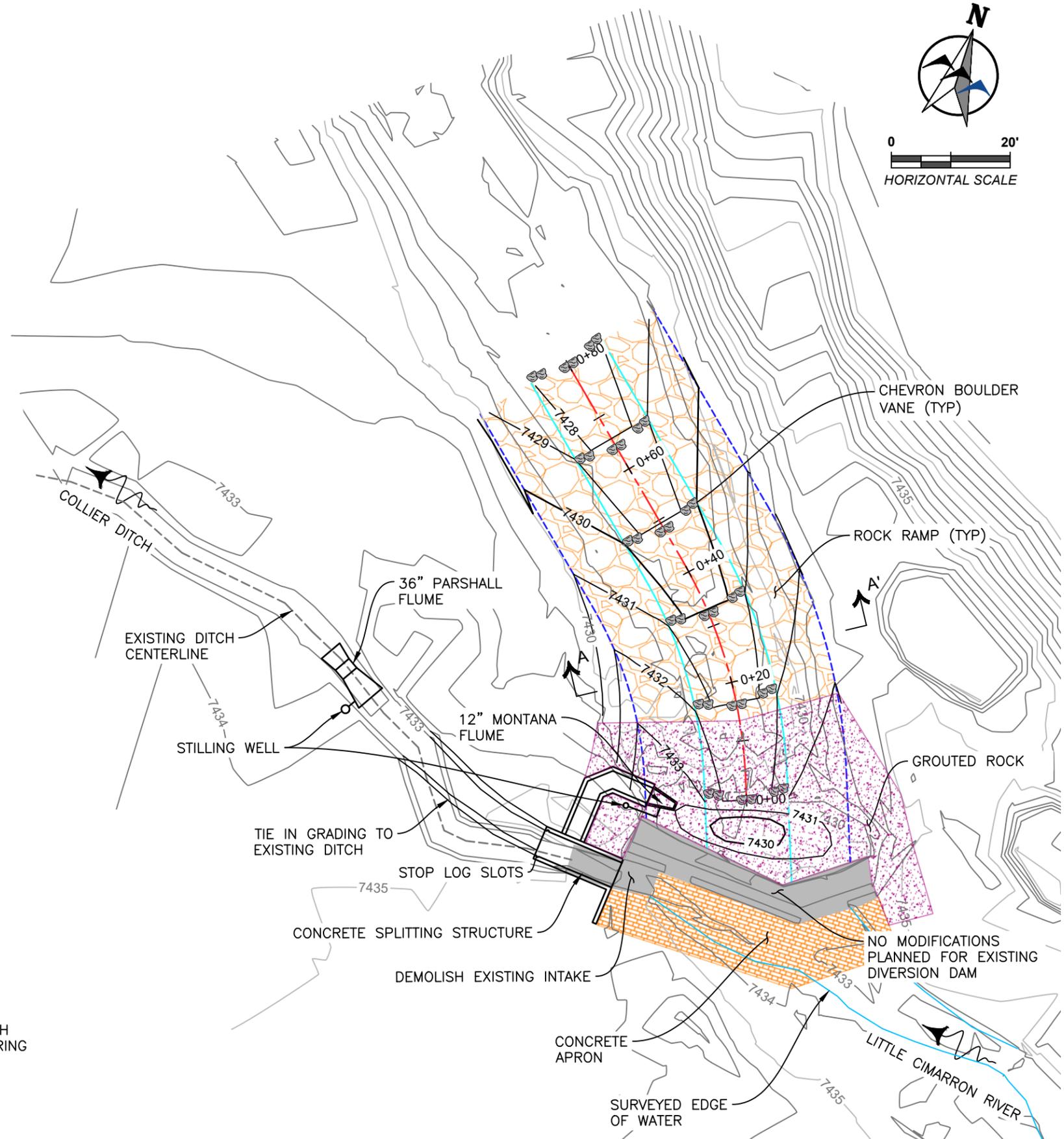
$$D_{100} = 30''$$

$$D_{50} = 20''$$

$$D_{10} = 12''$$

2. A 6" THICK LAYER OF FISHWAY CHINKING MATERIAL (2" MINUS GRADATION) SHALL BE USED TO FILL VOIDS BETWEEN ALL UN-GROUTED CLASS 1 RIPRAP IN ORDER TO CREATE A SMOOTH FINISHED GROUND SURFACE ACCORDING TO THE LINES AND GRADES PRESENTED HEREIN.

3. CONCRETE APRON SHALL CONSIST OF A 6" MINIMUM THICK CONCRETE SLAB EXTENDING A MINIMUM OF 10' UPSTREAM OF THE DAM CREST PLACED ON COMPACT NATIVE FILL. EXTENT OF THE EXISTING DAM IS UNKNOWN. ENGINEER IS TO PROVIDE ADDITIONAL DIRECTION DURING CONSTRUCTION AFTER EXCAVATION IS COMPLETED.



NO.	REVISIONS	DATE

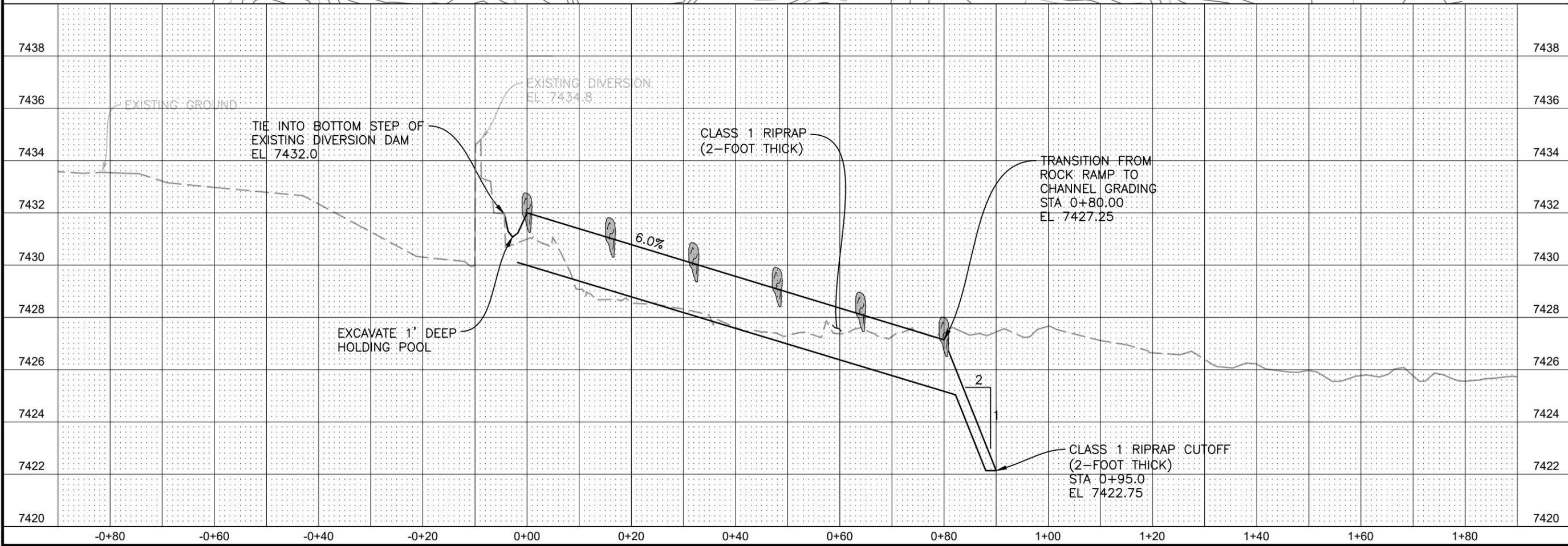
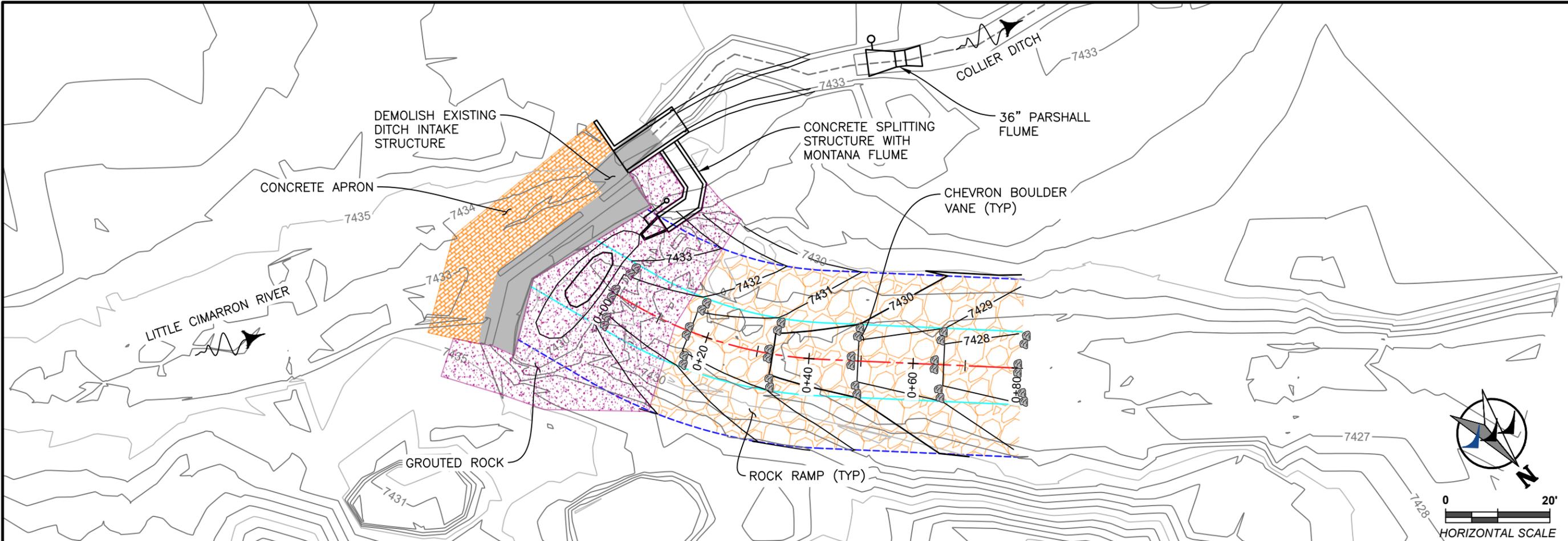


SITE PLAN
 COLLIER DITCH FISH AND WATER PASSAGE PROJECT
 COLORADO WATER TRUST
 GUNNISON COUNTY, CO

DESIGNED BY: WWC
 DRAWN BY: BEL
 CHECKED BY: JAT
 DATE: 3/2023

DRAWING
 C-1

K:\Laramie\Colorado Water Trust\2020159 Collier Ditch Fish & Water Passage\05CAD\Sheets\2020159_COLLIER DITCH_PLAN_SET.dwg PP1 3/24/2023 2:15:12 PM



NO.	REVISIONS	DATE



PLAN AND PROFILE

COLLIER DITCH FISH AND WATER PASSAGE PROJECT
 COLORADO WATER TRUST
 GUNNISON COUNTY, CO

DESIGNED BY: WWC
 DRAWN BY: BEL
 CHECKED BY: JAT
 DATE: 3/2023

DRAWING
 PP-1

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Contract; 2023 Community Foundation of the G

Action Requested: County Manager Signature

Parties to the Agreement: Community Foundation of Gunnison Valley

Term Begins: July 1, 2023

Term Ends:

Grant Contract #:

Summary:

Community Foundation Of Gunnison Valley 2023 Grant Contract- Department of Veteran Services. \$7,000 over a 10 month period. Purpose: American Legion Post 54 Accessible Restroom

Fiscal Impact: \$7000

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 7/27/2023

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/19/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/1/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/5/2023



July 5, 2023

Stephen J Otero, Veteran Services Officer
Gunnison County, Colorado
220 N. Spruce Street
Gunnison, CO 81230

RE: 2023 CFGV Community Grants Award of \$7000.00

Dear Steve,

I am very pleased to tell you that a project grant has been approved by the Community Foundation of the Gunnison Valley Board of Directors as outlined in your 2023 Community Grants application. In order to receive your grant check, you will need to return a signed original of the enclosed Grant Contract to our office. Please keep the other copy for your files.

An awards celebration and nonprofit fair is planned for Wednesday, July 12, at 3:30 pm at the I Bar Ranch in Gunnison. Members of our Board, other grant recipients, donors and other community members will be there to celebrate with you! We hope you plan to join us.

Please note that the grant funds must be used in accordance with the stated purpose in the Grant Contract. No substantial changes in the budget, purpose or grant period may be made without prior written approval from the Foundation. Any funds not used for the purposes described in your Grant Contract must revert to the Foundation after 10 months unless special arrangements are made in writing with the Foundation.

A condition of this grant is that you agree to submit a financial and narrative report in the SMAApply portal by 11:59 pm on April 30, 2024. While a separate bank account for the grant is not required, it is necessary that expenditures of the grant funds be tracked and recorded to provide sufficient documentation that the funds were spent as presented in your application. The financial and narrative reports must be submitted before another Community Grant request can be considered. A late report will be reflected in a lowering of your review score in any application submitted for the 2024 Community Grants cycle.

Any publicity given to this grant or the work it supports should acknowledge that funding was received from the Community Foundation of the Gunnison Valley. The Foundation may include information about this grant in periodic public reports, press releases, social media postings and on the Foundation's website. This includes the purpose of the grant, photographs you provide, your logo and other information about your organization and its activities.

Please attach copies of any pertinent publicity when you send us your report. We also request photographs of sufficient quality for reproduction in our publications (high resolution of at least 1 MB); please send appropriate photos via email to scott@cfgv.org at any time during the grant year.

Congratulations! The Community Foundation is thrilled to partner with you this year.

Thanks for all you do,

Lauren Kugler
Executive Director

Enclosures

Post Office Box 7057 · Gunnison, CO 81230 · www.cfgv.org

GUNNISON: 970/641-8837 CRESTED BUTTE: 970/349-5966 FAX: 970/641-0443

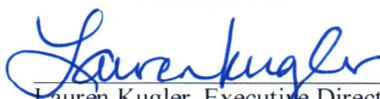
COMMUNITY FOUNDATION OF THE GUNNISON VALLEY
2023 Community Grants
GRANT CONTRACT

ORGANIZATION: **Gunnison County, Colorado - Department of Veteran Services**

AMOUNT AND DURATION: **\$7,000.00** over a 10-month period beginning July 1, 2023

PURPOSE: **American Legion Post 54 Accessible Restroom**

1. Use of Grant Funds Grant funds may be **used only for the purpose(s) referenced above**. In compliance with Executive Order 13224 of the United States' Patriot Act, this grant will not be used to support named terrorist organizations or those who may be otherwise associated with terrorists. The Community Foundation of the Gunnison Valley acknowledges that "support" does not include non-violent activities intended to protect or promote constitutional rights. If monies are not expended by the Grantee for the purpose and in the time period named above, the Foundation may ask for their return.
2. Payment of Grant Funds The grant funds will be paid by the Foundation in one installment at or following the *Here for Good Celebration* on July 12, 2023. The payment of funds is contingent on receipt of this executed contract.
3. Certification and Maintenance of Exempt Organization Status You certify that you have been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501(c)(3) of the Code, and "not a private foundation," within the meaning of Code Section 509(a), or in the absence of such a determination, that you are a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a "Public Charity"), or have a fiscal sponsor, such as the County of Gunnison or Gunnison Watershed School District. You will immediately inform the Foundation of any change in or challenge to your status as a Public Charity and any change in key leadership responsible for achieving the grant's purpose.
4. Report You will submit a full and complete report to the Foundation on the use of the grant funds, compliance with the terms of the grant and the progress made toward achieving the goals of the grant by 11:59 p.m., April 30, 2024, using the SMAApply online platform. You also agree to supply the Foundation with photos suitable for use in publications and on the Foundation's website and certify you have permission from any individuals in said photo to use it for publication.
5. Records You will maintain your books and records in such a manner that the expenditures of the grant funds will be shown separately in an easily-checked format and you give the Foundation reasonable access to files and records as it deems necessary concerning the grant. You agree to maintain such files and records for a period of at least four years after completion or termination of the project.
6. Acknowledgment of Support All websites, program materials, manuscripts, papers, releases, exhibits or interviews prepared for scientific meetings, the public or private press, magazines, periodicals, radio, television or other means of communication dealing with the activities or achievement of the work of the grant shall acknowledge the Foundation's support. The Foundation may review and approve the content of any proposed publicity prior to release.
7. Future Funding You acknowledge that the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. If any of the grant funds are returned or if the grant is rescinded, you acknowledge that the Foundation will have no further obligation to you in connection with this grant as a result of such return or rescission. However, the foregoing is not intended to prohibit the Foundation from providing you an additional grant at the termination of the grant described in this agreement upon the submission of a new proposal, if the Foundation in its sole discretion determines that an additional grant is appropriate. Please note that CFGV may require groups that have received funds for three consecutive years to sit out one funding year.
8. Modification This agreement and the accompanying letter set forth all terms of the grant and replace all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of your organization and of the Foundation.
9. Applicable Law This agreement will be construed in accordance with the laws of the State of Colorado.



Lauren Kugler, Executive Director, CFGV
Grantor

7/6/23
Date

Legal or Authorized Official Title
Grantee

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Community Services Block Grant; Colorado Departmen

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Department of Health and Human Services

Term Begins: 01/01/2024

Term Ends:

Grant Contract #:

Summary:

Community Needs Assessment and Community Action Plan for next three year grant cycle.

Fiscal Impact: 67000

Submitted by: Elizabeth Holena

Submitter's Email Address: elizabeth.holena@state.co.us

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/1/2023

County Attorney Review:

Required

Not Required

Comments:

Legally Sufficient. SO 8/31/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 8/31/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase

Discharge Date: 9/1/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/5/2023

CO CSBG 2024-2026 Objectives, Strategies/Services, Outcomes and Success Measur

Grantee	Need Statement(s)	Funds Based on Objective(s)	Federal Objective(s)
Gunnison County	Families need deposit assistance to obtain more affordable housing.		A.2d. Housing
Gunnison County	Families lack transitional stable housing.		A.2d. Housing
Gunnison County	Families are homeless or at-risk of homelessness.		A.2d. Housing
Gunnison County	Families are at-risk of eviction.		A.2d. Housing
Gunnison County	Families are at-risk of foreclosure.		A.2d. Housing
Gunnison County	Families are at-risk of unsafe, unaffordable housing.		A.2d. Housing
Gunnison County	Community lacks transportation access to western routes and Montrose.		A.2g. Services Supporting Multiple Domains
Gunnison County			Health and Social Behavioral
Gunnison County			Health and Social Behavioral
Gunnison County			Health and Social Behavioral
Gunnison County			
Gunnison County			

es

Strategies/Service(s) in CSBG Language	Strategies/Service(s) in Grantee Language	Strategy/Service Count (families unless otherwise noted)
SRV 4d Deposit Payments	Deposit Payments	5
SRV 4n Transitional Housing Placements	Transitional Housing	30
SRV 4m Temporary Housing Placement (includes Emergency Shelters)	Emergency Shelter/Motel Vouchers	20
SRV 4c Rent Payments (includes Emergency Rent Payments)	Emergency Rent Assistance	40
SRV 4e Mortgage Payments (includes Emergency Mortgage Payments)	Emergency Mortgage Assistance	2
SRV 4i Utility Payments (LIHEAP-includes Emergency Utility Payments)	Emergency Utility Assistance (including internet service)	50
SRV 7d Transportation Services (e.g. bus passes, bus transport, support for auto purchase or repair; including emergency services)	Transportation Assistance	15
medical/dental	wellness, fitness, homemaking services	10
wellness, fitness, homemaking services	wellness, fitness, homemaking services	3
wellness, fitness, homemaking services, rental assistance	wellness, fitness, homemaking services,	5

Outcome Indicator(s) in CSBG Language	Outcome Indicator(s) in Grantee Language	Outcome Count (note if rate change outcome)
FNPI 4b The number of Individuals who obtained safe and affordable housing.	Obtaining Safe and Affordable Housing	5
FNPI 4c The number of Individuals who maintained safe and affordable housing for 90 days.	Stably Housed for 90 days	27
FNPI 4a The number of Individuals experiencing homelessness who obtained safe temporary shelter.	Obtaining Emergency Shelter	19
FNPI 4e The number of Individuals who avoided eviction.	Avoiding Eviction	38
FNPI 4f The number of Individuals who avoided foreclosure.	Avoiding Foreclosure	2
FNPI 4z.1 The number of Individuals that avoid utility shut-off.	Avoiding Utility Shut-off	48
FNPI 7a The number of individuals who achieved one or more outcomes as identified by the National Performance Indicators in various domains.	Individuals secure access to transportation.	15
FNPI 5f The number of seniors (65+) who maintained an independent living situation.		10
FNPI 5g The number of individuals with disabilities who maintained an independent living situation.		3
FNPI 5h The number of individuals with chronic illness who maintained an independent living situation.		5

Projected Success Rate (# of services divided by # of outcomes)

100%

75%

95%

95%

100%

95%

100%

100%

100%

100%



**COMMUNITY SERVICES BLOCK GRANT (CSBG) PROGRAM
2024-2026 APPLICATION AND PLAN**

PLEASE NOTE: DOCUMENT CANNOT BE UPLOADED IN ITS ENTIRETY FOR THE APPLICATION BUT IS BEING RELEASED TO ALLOW YOU TO DEVELOP THE CONTENT FOR EACH SECTION/QUESTION IN ADVANCE. THE TEXT FOR EACH QUESTION WILL NEED TO BE PASTED INTO EACH SECTION.
Due September 29, 2023 through the Grants Portal

A. APPLICANT/CONTACT INFORMATION

1. Organization: Gunnison County Department of Health and Human Services

2. Chief Elected Official

- a. Honorific:
- b. First Name: Jonathan
- c. Middle Name:
- d. Last Name: Houck
- e. Suffix:
- f. Role: Chair, Board of County Commissioners
- g. Mailing Address: 200 West Virginia
- h. Address 2:
- i. City: Gunnison
- j. State: Colorado
- k. Zip Code: 81230
- l. Phone Number: 970.275.9625
- m. Email Address: jhouck@gunnisoncounty.org

3. Responsible Administrator (will receive all mailings) for the Application:

- a. Honorific:
- b. First Name: Elizabeth
- c. Middle Name:
- d. Last Name: Holena
- e. Suffix:
- f. Role: Manager
- g. Mailing Address: 220 North Spruce Street
- h. Address 2:
- i. City: Gunnison
- j. State: Colorado
- k. Zip Code: 81230
- l. Phone Number: 970.642.4665
- m. Email Address: Elizabeth.holena@state.co.us

B. ORGANIZATION INFORMATION:

- 1. Federal Tax ID#: 84-6000770
- 2. Unique Entity ID (UEI) #: 13-311-5220
- 3. Service Area (Counties served by the CSBG Program): Gunnison and Hinsdale Counties
- 4. State House District(s) served by the CSBG Program: District 3
- 5. State Senate District(s) served by the CSBG Program: District 5
- 6. Federal House District(s) served by the CSBG Program: District 3
- 7. Amount of CSBG Projected FFY24 Allocation: \$67,190
- 8. CSBG-related Mission Statement: The mission of Gunnison County Department of Health and Human Services is to provide culturally competent advocacy, prevention, protection, and support services to families of Gunnison and Hinsdale Counties so they can prosper and thrive in a healthy and supportive community.
- 9. Project Description (Provide three to five sentences summarizing your CSBG program. This will be the

summary statement for your Exhibit B – Scope of Work in the contract):

Gunnison County Department of Health and Human Services (GCDHHS) shall provide emergency assistance and case management services to low income individuals and families to promote household stability and self-sufficiency. GCDHHS shall provide services and activities that address individual and family level Federal objectives including Housing, Social/Behavioral Health and Services supporting multiple domains. Eligible expenses include mortgage/rental assistance, motel vouchers, household utilities (natural gas, water, electric, propane, wood or pellets), gas vouchers, bus passes, tires and minor auto repairs, medical, dental, behavioral health, vision care, child care, pharmaceutical assistance, and administrative expenses which include a portion of salary and benefits. Case managers will work with the most vulnerable families to identify additional supportive resources in the community that promote stability and self-sufficiency. Services will be coordinated with other private, public, and nonprofit agencies focused on decreasing the causes and conditions of poverty.

10. Upload a PDF of your organization's W9:

TEMPPLATE

Field Code Changed

1 Name (last, first, middle initial) Gunnison County
2 Federal identification number (if any)
3 Check appropriate box for federal tax classification of the person whose name is written on line 1.
4 Last four digits apply only to backup withholding; see instructions on page 2.

Part I Taxpayer Identification Number (TIN)
Social security number
Employer identification number

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am not longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA certificate entered on this form (if any) indicating that an exempt filer from FATCA reporting is correct.

Sign Here Signature of U.S. person Allison Jones Date 04/23/2020

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments: For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/form990.
Purpose of Form
An individual or entity (the filer) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN) in respect to an information return to be amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
• Form 1099-INT (interest income or paid)
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-SC (premiums, prizes or income prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other tax securities by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-C (merchant card and third party network transaction)
• Form 1099-MISC (miscellaneous income, 1099-C (student loan interest), 1099-D (dividends)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien); if provide you correct TIN.
If you do not return Form W-9 to the requester with a TIN, you may be subject to backup withholding. See What is backup withholding.

C. TRIPARTITE BOARD/ADVISORY COMMITTEE MEMBERSHIP ROSTER

1. Eligible Entity Type: Single County Government Council of Governments
 Private CAA (501c3) Multi-County Service Agency (Public Entity)
2. Total Seats per Agency Bylaws: 6
3. Total Current Vacant Seats: 0
4. Total Number of Seats Reserved for low income sector: 2
5. Total Number of Seats Reserved for elected officials' sector: 2
6. Total number of Seats Reserved for private sector: 2
7. Upload Board Roster (Please indicate the sector each board member represents):

Tripartite Board Roster

Organization Name: Gunnison County Department of Health and Human Services

LOW INCOME					
Name <small>(If vacant, please list as Vacant Seat.)</small>	County Represented	Community/Group Represented	Date Seated	Current Term Expiration	Vacancy Date <small>(If applicable)</small>
Andy Kadlac	Gunnison/Hinsdale	Low income children and families	08/14/2023	08/14/2025	
April Sparks	Gunnison/Hinsdale	Low Income children and families	2014	2025	

PUBLIC ELECTED OFFICIALS					
Name <small>(If vacant, please list as Vacant Seat.)</small>	County Represented	Elected/Public Office Represented	Date Seated	Current Term Expiration	Vacancy Date <small>(If applicable)</small>
Jonathon Houck	Gunnison/Hinsdale	County Commissioners	2022	2024	
Diego Plata	Gunnison/Hinsdale	City of Gunnison Mayor	08/14/2023	08/14/2025	

PRIVATE ORGANIZATIONS					
Name <small>(If vacant, please list as Vacant Seat.)</small>	County Represented	Organization/Business Represented	Date Seated	Current Term Expiration	Vacancy Date <small>(If applicable)</small>
Vince Rogalski	Gunnison/Hinsdale	Faith community	2014	2025	
Arden Anderson chair	Gunnison/Hinsdale	Red Cross	2014	2025	

D. BUDGET SUMMARY

1. Please upload your budget, based on the CSBG projected FFY24 amount. [CSBG Budget 2024.pdf](#)
2. I certify that CSBG funds will **not** be used for construction related expenses.
3. I certify that CSBG funds will **not** be used for any type of political activity.
4. I certify that CSBG funds will be used in accordance with Uniform Guidance.

E. PROJECT ELIGIBILITY

The purpose of the CSBG program is to alleviate the causes and conditions of poverty in communities. Please select the Federal Objective(s) and National Goal(s) addressed in this application and plan.

1. **Federal Objectives, as listed in IM152.** (Select one or more objectives to be addressed in the Community Action Plan submitted.)

- 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. **National Goals, as listed in IM152.** (Select one or more national goals to be addressed in the Community Action Plan submitted.)

Grantee will be expected to report on the results of all CSBG-funded programs in relation to these goals in the CSBG IS Final Reports.

- Goal 1: Individuals and Families with low incomes are stable and achieve economic security.
- Goal 2: Communities where people with low incomes live are healthy and offer economic opportunity.
- Goal 3: People with low-incomes are engaged and active in building opportunities in communities.

F. PROJECT INFORMATION - *If applying for Linkages and/or Agency Capacity Building **only**, indicate "not applicable" for questions 1-4 in this section and proceed to question 5.*

1. Applicant must be able to demonstrate that customers of CSBG programs or services will be low-income individuals and/or families living at 125% Federal Poverty Level or below. Describe how customer eligibility based on Federal Poverty Level is determined, verified, evaluated, and tracked for the purpose of CSBG program activities.

Residents of Gunnison and Hinsdale County that apply for CSBG complete a comprehensive Grant Screening Form provided at the GCDHHS office. Applicants qualify after they demonstrate annual income below 125% of the Federal Poverty Level poverty through verification such as pay stubs, income tax returns, employer letter/collateral contact, social security benefits notice, and CBMS research. In emergency situations self-declaration may be acceptable however it is used only as a method of last resort and notation is on file stating the reasons why other verification methods could not be used. In these circumstances the application is also signed by both the applicant and intake worker. The unique situation of each household's payment cycle is considered when evaluating income. Each application is evaluated for eligibility and if approved data is maintained both within Human Services and the Finance Department of Gunnison County.

2. If the proposed project requires customers to complete an application or there is a selection process (e.g., emergency assistance, human services program, etc.), describe what procedures will be used to ensure that customers receiving assistance will be selected through an open and equitable process and that greatest community needs are addressed.

Applications are reviewed by a team of social workers representing multiple programs available for low income families, including Women Infant and Children (WIC), The Multicultural Resources (MCR) team and the Economic Security Assistance programs (e.g. TANF, SNAP). Team members often know and work with many of the low-income individuals and families in the community. Determination for assistance is based after an assessment of each family's unique situation. A County program monthly budget is established and funds are used to meet the needs of the most vulnerable first, those with children, dependents, disabled, elderly or otherwise facing multiple barriers. An intake worker will be available to meet with applicants to assure the assessment of the situation is accurate and that use of CSBG funds is appropriate.

3. Please describe the notification process and grievance procedures for customers who are declined assistance.

Customers who are declined assistance are still provided information, assistance and referrals to appropriate community resources. If declined, applicants are notified in person or by telephone. Customers are provided GCHHS's grievance procedure.

4. If sub-recipients determine customer eligibility, please describe monitoring procedures the eligible entity uses to ensure the federal poverty level income verification requirement, selection process and notification/grievance

procedures as listed in Question 1-3 are met. If no sub-recipients are used in this program, please indicate "not applicable."

Not Applicable

5. If applying for Linkages, please describe how services provided will involve community partners, coordinate services and provide and evaluate community outcomes that address poverty. Please note that "information and referral" type services are not eligible as linkages. Rather, a coordinated and community-driven strategy to improve service delivery at the community level must be described and implemented.

Not applicable

G. COMMUNITY NEEDS ASSESSMENT

1. Based on the results of the community needs assessment, what are the key **causes and conditions** of poverty in the service area? What are the needs or causes (economic or otherwise) contributing to poverty in the community that this application and plan will address?

There are multiple factors that create barriers to self-sufficiency and contribute to the causes and conditions of poverty in Gunnison County. The US Census estimated 12.3% of Gunnison County (2251 people) live below the federal poverty line. In addition to this, the US Census estimated that 2,976 county residents were living in households with incomes less than \$25,000. Applying the Self-Sufficiency Standard to Gunnison County highlights the prevalence of economic and social hardships, estimating that 30-40% of the county's population live below the self-sufficiency standard of \$76,956 with a median household income of \$63,341. The low median income can be contributed to low wages associated with resort industry and seasonal tourist-based jobs. Housing costs and trends also continue to contribute to poverty in tandem with low wages. Gunnison County home values rose 20% in just 1 year through November 2021 and many vacant homes are short term rentals (e.g. VRBO), which has supported an increase in tourism and demand for workers, but contributes to lack of affordable housing. According to the US Census Bureau, American Community Survey, 26.6% of renters in Gunnison County paid 50% of their household income to rent. Only 48.9% of houses in the valley are considered affordable. Primary causes of poverty continue to be lack of affordable housing, poor income/low wages income and high cost of living.

Our Low-Income individuals and families, as a result of poverty, face multiple negative conditions surrounding their ability to maintain safe and healthy lives. Conditions of poverty in Gunnison and Hinsdale are inextricably linked to increased homelessness, instability, increased behavioral and mental health needs, substandard housing and inability to meet basic needs, as shown by surveys, interactions, observations and data. Basic needs for the purpose of this grant include behavioral/mental health needs, food security, childcare, health insurance, housing, transportation, employment and other unique needs for households. The 2021 County Health Ranking Report from the Bureau of Labor or Statistics indicated that 10% of Gunnison county is food insecure. The same report estimated 22% of the population identifies as having severe housing problems, as defined by overcrowding, high housing costs, lack of kitchen facilities or lack of plumbing facilities. In addition, Colorado Health Foundation's most recent Health Access Survey identified that 3.1% of the population worried about having stable housing in the next two months and 10.3 % reported eating less than they should due to lack of money.

2. Please Upload your Community Needs Assessment (PDF):

Colorado CSBG Community Needs Assessment

Guidance on completing the Colorado CSBG PY2024-2026 Community Needs Assessment (CNA) process:

- Eligible entities may use their own Community Needs Assessment template/report as long as all relevant Organizational Standards are met. Alternatively, they may use this template to collect the information and present the final assessment to the Tripartite Board/Advisory Committee.
- A completed CNA, accepted by the Tripartite Board/Advisory Committee, is due by September 29, 2023 along with the CSBG application in the DOLA grants portal.
- The Community Action Plan must tie directly to the 2024-2026 Community Needs Assessment.

INSTRUCTIONS

- Fillable fields are generally required to be completed to meet the Organizational Standards.
- *Please include all relevant data sources (such as reports, studies, data tables) as appendices to this template.*
- All Needs Assessments should include basic demographic data for customers served and communities in the service area. *This includes poverty and its prevalence to age, gender, race, and ethnicity in the service area.*
- The Needs Assessment provides the basis for the Community Action Plan (how CSBG funds will be used over the 2024-2026 period) and for the relevant Strategic Plan. Both the Community Action Plan and the Strategic Plan will be included in the 2024-2026 CSBG Application as fillable fields that will need to be completed prior to submission to DOLA.
- The Needs Assessment and the Community Action Plan should both be reviewed by a Nationally Certified ROMA Trainer (NCRT) to receive input and feedback on the products prior to submission to DOLA.
- All Needs Assessments must clearly identify causes of poverty and conditions of poverty in the service area.
- Eligible Entities should include data for all counties in their service area.

3. **Please Upload Board/Advisory Committee Minutes accepting your Community Needs Assessment (PDF):**

Gunnison County Department of Health and Human Services
Tri-partite Board of Directors/Advisory Committee
Meeting Minutes
8/13/2023
2:00
DHHS Conference room

I. Welcome and Introductions

a. Roll call:

- **In Attendance:** Jonathan Houck, Vince Rogalski, Diego Plata
- **Not in Attendance:** April Sparks, Arden Anderson, Andy Kadlac
- **Visitors:** Andrea Pennington, Joni Reynolds

b. Determination of Quorum: quorum not present

c. Member Announcements: Due to a lack of a quorum, motions and seconds will be entertained on any agenda item, but none of that will be considered an absolute vote until all members are able to view and vote.

II. Approval of the Agenda: move forward as presented

III. Business:

a. Approval of minutes from 3/6/23, clarify that new potential Tripartite Board members were nominated and voted on. After Chris Peterson's and Kristy McFarland's vacancies, names were brought forward and nominated and appointed by Director Joni Reynold. Jonathan moved to approve minutes with added language. Vince seconded the motion. Minutes were approved electronically by board members on 8/29/2023.

b. b. Review of Financial Item Report: see attachment

Total Project budget 2021-2023 \$198,030
Contract Balance \$67,171 as of June 2023

Described CSBG process to Diego, provided reimbursement information. Jonathan makes a motion to approve the financial report, Diego seconded in meeting, vote will wait for full membership. Financial report was completed electronically, with all board members in favor on 8/29/2023.

c. Committee updates

- Intake worker 5hr/wk provides information, assistance and referrals
- demand is higher than can be supported, rearranging process
- Multicultural Center provides Spanish speaking assistance

d. Directors Report: Joni identified necessary onboarding for new Tripartite Board members and on the process of grant. There continues to not be enough funding for all applicants and the Team is working hard to prioritize applicants. Housing continues to be

H. COMMUNITY ACTION PLAN (3 YEARS)

1. Describe how the Service and Strategies in CSBG that your agency will be working on, identified in Section E, will address the needs identified in the community needs assessment and what are the general services and strategies that will be used? **(can add a link in application to a PDF of these together)**

Using identified needs from the community assessment, GCDHHS created objectives, strategies, services, outcomes and success measures for low income individuals and families to be stable and achieve economic security. The case manager will coordinate and arrange for assistance targeting the insecurities identified on individual and family surveys during the application/screening process and may include services such as rent assistance, childcare, medical assistance, utility assistance or another service within the federal domains identified in Section E. Service outcomes will be entered with other demographic information and service request so that a cumulative analysis of need, services provided and other resources needed can be systematically reviewed and used for planning purposes. Centralized data collection occurs for improved capability to review requests and the outcome related to the assistance rendered. Federal domains our agency will be working in include Housing, Health and Behavioral Services, and Services supporting multiple domains. CSBG funding will be utilized to meet critical basic needs identified through the community needs assessment and through ongoing and continual scans of changing needs in the community.

At the community level services and strategies will be supported by the Community Health Coalition of the Gunnison Valley, a coalition aimed at achieving a more prosperous and successful future for the County's communities. The coalition is mechanism to share resources, provide referrals and collaborate on diminishing existing gaps and avoiding duplication of resources in the community.

[2024 Objectives.pdf](#)
[HHS SBP as of Feb 2023.pdf](#)

2. Describe the expected outcomes for the customers or community that will be achieved. Indicate whether each outcome is a family, agency or community level outcome.

GCDHHS utilizes the Community Service Block Grant to focus on family level outcomes. The expected outcomes for housing include outcomes around emergency shelter and rental assistance including:

- 75% of applicants requesting rental assistance will maintain safe and affordable housing for 90 days (family)
- 95% of applicants unhoused will obtain safe temporary shelter(family)
- 75% of applicants will avoid eviction, if at risk(family)
- 95% of applicants needing utility assistance will avoid shutoff (family)

It is anticipated that all applicants that meet CSBG eligibility and are approved for services will achieve one or more outcomes as identified by the National Performance indicators, and includes assistance in transportation, information, referrals, and case management. Gunnison County projects assisting 120 households and providing case management for 5 households. Information, referrals and assistance to 50 families will be provided.

GCDHHS also anticipates utilizing CSBG to meet the medical and behavioral health needs of community members, with an expected outcome of 95% served under the health and social/behavioral Federal Objective will have improved physical and behavioral health.

Need	Strategy/Service	Service Count (families unless otherwise noted)	Outcome Indicator	Outcome count	Projected Success Rate
Families need deposit assistance to obtain more affordable housing.	SRV 4d Deposit Payments	5	FNPI 4b The number of Individuals who obtained safe and affordable housing.	5	100%
Families are homeless or at-risk of homelessness.	SRV 4m Temporary Housing Placement (includes Emergency Shelters)	20	FNPI 4a The number of Individuals experiencing homelessness who obtained safe temporary shelter.	19	75%
Families are at-risk of eviction.	SRV 4c Rent Payments (includes Emergency Rent Payments)	40	FNPI 4e The number of Individuals who avoided eviction.	38	95%
Families are at-risk of foreclosure.	SRV 4e Mortgage Payments (includes Emergency Mortgage Payments)	2	FNPI 4f The number of Individuals who avoided foreclosure.	2	100%

Families are at-risk of unsafe, unaffordable housing.	SRV 4i Utility Payments (LIHEAP-includes Emergency Utility Payments)	50	FNPI 4z.1 The number of individuals that avoid utility shut-off.	48	95%
Families need assistance to support health and social needs	SRV 5a-j Medical, dental, homemaking, wellness	3	FNPI 5b The number of individuals who demonstrate improved physical health and well being	3	100%
Community lacks transportation access to western routes and Montrose.	SRV 7d Transportation Services (e.g. bus passes, bus transport, support for auto purchase or repair; including emergency services)	15	FNPI 7a The number of individuals who achieved one or more outcomes as identified by the National Performance Indicators in various domains.	15	100%
Families need assistance to support health and social needs	SRV 5r-x Behavioral health	5	FNPI 5c The number of individuals who demonstrated improved mental and behavioral health and well being	5	100%
Families need assistance accessing community resources	SRV 7a Information, Referrals and Assistance	50	FNPI 7a The number of individuals who achieved one or more outcomes as identified by the National Performance Indicators in various domains.	50	100%
Families need assistance accessing community resources	SRV 7a Case Management	5	FNPI 7a The number of individuals who achieved one or more outcomes as identified by the National Performance Indicators in various domains.	5	100%

3. How will success be measured? Include how data will be collected and the quantitative and qualitative evaluation techniques that will be used. What are the measurement tools (evidence) and services strategy (outputs) that will prove outcomes were obtained?

Success will be captured and measured using Clearpoint, a comprehensive data base that includes strategies, services, outcome indicators, data sources and frequency of data collection. Clearpoint supports the County's strategic plan which includes improving economic stability and self-sufficiency of children and families in the community. Department Staff, including the program manager and administrative staff, will gather data monthly from consumers, vendors or other internal programs. The outcome measurement tool is a survey used by administrative staff to gather information 90 days after assistance was provided based on services provided under each domain. The survey has specific questions pertaining to housing stability, health and wellness. A ratio analysis will be based on number of households assisted who report a positive impact of CSBG compared to households who continued to struggle after assistance was provided.

4. What other community entities, organizations, or stakeholders are contributing to this project and how services will be coordinated? Describe how duplication of services will be avoided. Please specifically describe any subrecipients involved.

The Community Service Block Grant is highly recognized and utilized within the community by multiple agencies and organizations. GCDHHS is committed to partnering with like serving agencies, assuring access to the program and sharing resources. Utilizing the Community Health Coalition of the Gunnison Valley, GCDHHS disseminates information around programs and services supporting stability and self-sufficiency. Partners of the coalition include Faith-based Organizations, Mountain Roots, The Food Pantry, Gunnison Housing Authority, Project Hope, Western State University, Gunnison School District, Marble Charter school, Lake City Community School, The Hispanic Affairs Project, The Community Foundation, Gunnison Police Department, Hinsdale County Sheriff, Mt Crested Butte Police Department, Town of Mount Crested Butte Marshalls, Silver Thread Public Health, Gunnison Valley Health (Hospital, Long-term care facility, Assisted living facility), AXIS Behavioral Health Services, WRAP/FAST, Region 10, City of Gunnison, Atmos, Gunnison County Electric Association, Queen of all Saints, Oh Be Joyful Church, United Community Church, Six Points. Leaders and community members of this coalition are educated on access and criteria for households to qualify for the grant and assistance that can be provided. Many agencies retain copies of the grant application to reduce barriers in accessing the application and assist households in completing the application and gathering required documentation. Examples of this include case managers at Gunnison Valley Health Hospital, who may be providing care and discharge planning to an individual or family/household in crisis. Case managers are able to efficiently assist applicants through the qualification process allowing for safe discharge and stability. Law Enforcement continues to utilize CSBG to assist individuals and families in crisis after hours. Law Enforcement has been committed to education and training around CSBG, its purpose and parameters and have proven good stewards of the funding. Partners also assist in arranging services and accessing additional resources. Case management will assist with the coordination of services to avoid duplication. Weekly staff meetings are also held which serve to facilitate internal service coordination.

5. Describe how CSBG funds are leveraged with other cash and in-kind resources in the community. In what ways does CSBG fill gaps in services or address unmet needs in the community?

GCDHHS serves as an access point for resources in and around the community for families experiencing hardship. Gunnison County staff attempts to match CSBG applicants with other community resources when CSBG funding is not available, such as faith-based organizations and other entities that could provide assistance. Applicants are encouraged to sign releases of information so services between partnering agencies can be coordinated. Applicants receiving Health First Colorado are referred to care coordinators for further community navigation and older adult applicants will be matched with a Senior Resource Specialist for more in depth planning. CSBG is able to aid while longer term supportive services are pursued, such as employment, Long Term Care Medicaid, SSDI/SSI, Medicare, child care assistance, Child

Support and TANF. Our CSBG case worker creates individualized plans to assist members in creating long term stability.

6. Describe how the principles and practices of Results Oriented Management and Accountability (ROMA) are used in your agency and program?

Gunnison County Department of Health and Human Services strategic plan is monitored for three-year periods; in February 2023 the County's most recent strategic plan was created and adopted by the Board of County Commissioners. Gunnison County Department of Health and Human Services defined a clear agency mission for action and strategy to address needs in the community, both immediate and longer term. The strategic action plan was created by assessing needs and conditions within the community and identifies results and strategies to improve economic stability and self-sufficiency to individuals and families. Results are evaluated on a monthly basis and information and data is incorporated into a continual assessment of the outcomes and process. Similar to the GCDHHS strategic plan, every new program in Gunnison County aligns with a results-oriented management cycle. Valley wide partnerships are created, maintained and nurtured with like serving entities that provide programs and services to individuals and families, strengthening and improving results.

7. When was the last ROMA training accessed by the organization? Who attended, and who provided the training?

Registered for 10/11/2023

8. Did a Certified ROMA Trainer review this Community Action Plan prior to submission?

- Yes
- No

Provide the name of the Certified ROMA Trainer who completed the review.

Josiah Masingale

9. Upload ROMA Trainer/Implementer Review Certification and Review Notes (PDF)

Colorado Community Action Association (CCAA)
Results Oriented Management and Accountability (ROMA)
Nationally Certified ROMA Trainer (NCRT) Review

Date: August 22, 2023

Agency/Department: Gunnison County

Agency Contact (including email): Betsy Holena/ elizabeth.holena@state.co.us

Mission Statement Review

1. Date of last Mission Statement Review and Approval by Tripartite Board/Advisory Committee:
2. The mission addresses poverty?
3. The organization's CSBG programs, services, and strategies are in alignment with the mission?
4. Does the mission contain language regarding Population, Relationships, Services/Strategies, and Outcomes?

NCRT Mission Statement Notes:

- Mission Statement was not reviewed at this time.

Community Needs Assessment Review

1. Does the CNA contain customer satisfaction data and customer input? Yes, the CNA clearly contains customer satisfaction and customer input data. The CNA would be strengthened by including the Customer Satisfaction Survey Tool along with aggregated results and staff analysis of the 2022 Customer Satisfaction Survey as appendices to the CNA. Also please note that having a process in place to provide Customer Satisfaction Survey data and analysis to the Tripartite Board on an annual basis is also an Organizational Standards requirement as an FYI.
2. Does the CNA contain information gathered from ALL key sectors including community-based organizations, faith-based organizations, private sector, public sector, and educational institutions? Partially. The Needs Assessment clearly includes information gathered from key sectors but it is not clear that data from all sectors (such as the private sector which has a non-profit entity as the sole respondent) have been gathered. It is recommended to provide some analysis of the data obtained from all key sectors, include the data sources as attachments to this CNA if possible, and clearly identify all key sectors in which data was gathered.
3. The CNA includes current data specific to poverty and its prevalence related to gender, age, AND race/ethnicity for their service area(s)? Yes, the CNA clearly provides data and information on poverty and its prevalence related to gender, age, race, and ethnicity. The CNA would be strengthened by including the source data analyzed (Customer Satisfaction Data; Employment Data; Health Data; National Data Hub; and other data sources) as attachments to the Needs Assessment report.
4. The CNA contains both qualitative and quantitative data on its geographic service area(s)? Yes, the CNA clearly provides quantitative and qualitative data and its analysis. The CNA would be strengthened by including the source data analyzed (Customer

10. Please upload a copy of the Board minutes approving the Community Action Plan

Gunnison County Department of Health and Human Services
Tri-partite Board of Directors/Advisory Committee
Meeting Minutes
8/13/2023
2:00
DHHS Conference room

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- **demand is higher than can be supported, rearranging process**
- Multicultural Center provides Spanish speaking assistance

d. Directors Report: Joni identified necessary onboarding for new Tripartite Board members and on the process of grant. There continues to not be enough funding for all applicants and the Team is working hard to prioritize applicants. Housing continues to be

11.

I. STRATEGIC PLAN (5 YEARS)

1. What is the **long-term vision** for the CSBG program at your organization or department? How does this vision address reduction of poverty, revitalization of low income communities, and/or empowerment of people with low incomes to become more economically secure?

The long-term vision for the CSBG program at GCDHHS will be to preserve and promote the wellbeing of the County's citizens by delivering services that promote a healthy and supportive community. By identifying program purposes, results, activities and services of public health and human service programs, the most recently adopted Strategic Plan of GCDHHS address key causes and conditions of poverty. The long-term vision includes CSBG being used in tandem with other public benefits, community-based organizations and entities focused on family stability and social mobility. The long-term vision is to increase family stability and increase percentage of individuals who are surviving instead of thriving. GCDHHS strategic plan identifies multiple strategies to reduce poverty and its conditions, implementing multiple programs that can effectively bring stability to families.

2. What **strengths, weaknesses, opportunities and threats** contribute to the organization or department's ability to achieve the long-term vision indicated above. (Strengths and weaknesses are internal to the organization. Opportunities and threats are external to the organization.)

GCDHHS has many strengths that contribute to its ability to meet short term and long-term strategic goals. As an integrated agency there is a rich level of expertise and cultural competence across public health and human service programs, as well as strong internal relationships among team members. Having the Multicultural Resource team program embedded within other human service programs has expanded service to marginalized populations. GCDHHS is organizationally equipped to provide information and communication in multiple languages for surrounding programs at a community level and with individual interactions. GCDHHS staff members are involved during each strategic plan cycle and are included in data collection and analysis. Weakness's include staff and leadership wearing multiple hats and juggling different roles, small teams are often stretched and ongoing increased training needs. Administrative costs for programs are often not adequate to cover the time required to administer programs. Opportunities external to the organizations include continued partnership with like serving agencies as well as diversifying funding streams. Threats include shortage of staff due to factors beyond GCDHHS control, such as lack of affordable housing, as well as the possibility of reduced funding from other avenues.

3. What **long-term family, agency and/or community goals** are addressed by the strategic plan?

A long-term family goal addressed by GCDHHS strategic plan, adopted in February 2023, commits to community members and organizations experiencing the Department as a customer focused, responsive, timely, highly integrated and empowered partner to solve problems. In addition, children in the Gunnison valley will experience safe, healthy environments, including affordable quality childcare, allowing parents to return to work. At the community level, GCDHHS strategic plan will provide relationship, partnership, management, advocacy and leadership services to community organizations, the County and staff so that they can make well informed decisions and achieve shared results. Other long-term family goals, contained under GCDHHS Economic Security Program, is that eligibility determinations, referrals and program navigation will allow individuals and families in our community to meet their basic needs and experience self-sufficiency.

Issues of Inclusion, Diversity, Equity, and Accessibility in the communities served will be addressed as well with GCDHHS strategic plan. The strategic plan addresses inequitable access and opportunity for physical and mental healthcare in the valley, and by 12/31/2028 all children will experience safe, healthy environments to grow into tomorrow's leaders. Services to meet this result measure include education, navigation, intervention and health services from GCDHHS Multi Cultural Team, Economic Security Team and Care Coordinators for Health First Colorado.

4. How is **customer satisfaction information and customer input** included in the strategic planning process?

Customer satisfaction information and customer input is evaluated identifying trends in service experience and access to resources. Under GCDHHS Communication and Coordination Program, results of customer information shape customer interactions, internal process and activities and strategic priorities. GCDHHS strategic plan has multiple performance measures that focus on increasing diversity, equity and inclusion in program processes that are part of program key results, with input from customers being gathered through customer satisfaction information. In addition to customer satisfaction information, Gunnison County administers a Biennial community survey which provides the opinions of a representative sample of ~500 Gunnison residents. The survey describes the "livability" of Gunnison County along with highlights and challenges the community faces.

5. How are the goals in the strategic plan **supported by your community action plan**? How will **progress be tracked** towards the overall vision and goals expressed in your strategic plan?

The Community Action Plan directly supports GCDHHS family level goals within the strategic plan. The Community Action Plan identifies a process in which low income individuals and families are able to access supportive services to meet their basic needs and increase stability. This framework directly supports the mission of GCDHHS to provide supportive services to individuals and families of Gunnison and Hinsdale Counties so they can prosper and thrive in a healthy and supportive community.

J. CHECKLIST OF REQUIRED ITEMS

This checklist includes requirements for completing the Community Services Block Grant (CSBG) Application and Plan. Eligible entity should mark all items included in the submission, using the checklist at bottom of page.

Document Section	Requirement Documents	Resources
A. APPLICANT/CONTACT INFORMATION		
B. ORGANIZATION INFORMATION	1. Organization W9 - PDF	1. State W9 Form
C. TRIPARTITE BOARD MEMBERSHIP ROSTER	1. Board Roster - PDF	1. Board Roster template
D. BUDGET SUMMARY	1. Budget - xlsx	1. Budget Template
E. PROJECT ELIGIBILITY		
F. PROJECT INFORMATION		
G. COMMUNITY NEEDS ASSESSMENT <ul style="list-style-type: none"> • Includes analysis of information collected directly from low-income individuals (1.2) • Includes analysis of information from community partners in assessing needs and resources (2.2) 	1. Community Needs Assessment – PDF 2. Board Minutes accepting the	1. Community Needs Assessment Template

<ul style="list-style-type: none"> Includes data specific to poverty and its prevalence related to (at a minimum) gender, age and race/ethnicity for service area (3.2) Includes both qualitative and quantitative data (3.3) Includes key finding on the causes and conditions of poverty in service area (3.4) Reviewed and accepted by tri-partite board as documented in board minutes (3.5) 	Community Needs Assessment - PDF	
H. Community Action Plan <ul style="list-style-type: none"> Description of the expected outcome for the client or community. Description of the measurement tool and process that will be used to determine success. Description of how coordination will occur with other programs. Description of how CSBG funds will be leveraged with other resources. Description of any innovative initiatives being undertaken Outcome-based, anti-poverty focused and ties directly to community needs assessment (4.2) Demonstrates full use of the ROMA cycle and use of a ROMA certified trainer (4.3) Accepted by tri-partite board as documented in board minutes. 	1. ROMA Trainer/Implementer Review Certification – PDF 2. Board Minutes approving the Community Action Plan - PDF	1. ROMA Trainer/Implementer Certification – .docx
I. Strategic Plan (5 years)		
J. Checklist of Required Items		
K. Official Board Action Taken	1. Signed Official Board Action Taken Form - PDF	1. Signed Official Board Action Taken Form - .docx

Completed	Attachments	Comments
<input checked="" type="checkbox"/>	1. W-9 (Address where payments will be sent.) (Section B)	
<input checked="" type="checkbox"/>	2. Tripartite Board/Advisory Committee Roster (Section C)	
<input checked="" type="checkbox"/>	3. Detailed Budget and Narrative (Use form provided.) (Section D)	
<input checked="" type="checkbox"/>	4. Community Needs Assessment (Section G)	
<input checked="" type="checkbox"/>	5. Board Minutes accepting Community Needs Assessment (Section G)	
<input checked="" type="checkbox"/>	6. ROMA Trainer/Implementer Review Certification (Section H)	
<input checked="" type="checkbox"/>	7. Board/Advisory Committee Minutes approving Community Action Plan (Section H)	
<input type="checkbox"/>	8. Organizational Standards Annual Assessment	Submit online by 11/15/2023
<input type="checkbox"/>	9. Chief Elected Official Board Action Taken (Section K)	

Official Chief Elected Official Authorization Form Board Action taken on

_____ 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:

Signature, Chief Elected Official

Name (typed or printed)

Title

Date

Private Entities:

Signature, Board President

Name (typed or printed)

Title

Date

TEMPLATE

Colorado CSBG

Community Needs Assessment

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- Fillable fields are generally required to be completed to meet the Organizational Standards.
- ***Please include all relevant data sources (such as reports, studies, data tables) as appendices to this template.***
- All Needs Assessments should include basic demographic data for customers served and communities in the service area. *This includes poverty and its prevalence to age, gender, race, and ethnicity in the service area.*
- The Needs Assessment provides the basis for the Community Action Plan (how CSBG funds will be used over the 2024-2026 period) and for the relevant Strategic Plan. Both the Community Action Plan and the Strategic Plan will be included in the 2024-2026 CSBG Application as fillable fields that will need to be completed prior to submission to DOLA.
- The Needs Assessment and the Community Action Plan should both be reviewed by a Nationally Certified ROMA Trainer (NCRT) to receive input and feedback on the products prior to submission to DOLA.
- All Needs Assessments must clearly identify causes of poverty and conditions of poverty in the service area.
- Eligible Entities should include data for all counties in their service area.

Colorado CSBG

Community Needs Assessment

Gunnison County Department of Health & Human Services (GCDHHS)

August 2023

1. Executive Summary

1.1 Summarize the process, analyzation, and findings of the community needs assessment.

Gunnison County Department of Health and Human Services (GCDHHS) performed a Community Needs Assessment to establish the profile of Gunnison and Hinsdale Counties. The assessment identified needs, community resources, gaps and barriers to family stability and self-sufficiency for low income households. Quantitative and qualitative data from multiple well-respected sources illuminated and helped describe how many individuals and families experience poverty in the Valley. The assessment will drive the development of a community action focused on eliminating and reducing the causes and conditions of poverty. Quantitative data includes national data, local data and our agency's own service data. Qualitative data was obtained from individual surveys, key informant interviews, stakeholders, staff and the general public. Surveys include data from Community Service Block Grant applicants as well as from our most recent West Central Public Health Partnership Community Health Assessment (CHA). Key informant interviews were completed as part of this assessment as well as with stakeholders and community members. Community meetings and focus groups gathered additional input data from community members, partners and local leaders. Analysis and compilation of data was completed by internal GCDHHS staff and partners. Data from the community needs assessment concluded that there are multiple causes and conditions of poverty in both Gunnison and Hinsdale County. *Causes of poverty were identified as the high cost of living, cost-burden of housing, lack of affordable housing, and lack of high paying employment.* The cost of childcare is particularly burdensome for families in Gunnison County as well as lack of available low-income child-care slots. Although estimates vary, the data analyzed for this assessment show that a significant segment of the county's population does not have the resources to afford basic needs. The 2019 Census estimated that 12.3% of Gunnison County community members live below the FPL and 7.6% of Hinsdale County's population live below the FPL. In addition, *the self-sufficiency standard for Gunnison County is \$76,956, while the median household income remains at \$63,341 creating a cost-burden where households pay more than 50% of their income to rent. According to data gathered from the CHA, 28.9 % of Gunnison County's population are cost-burdened. Only 48.9% of housing in Gunnison is considered affordable for median income housing.*

Surveys collected from low income individuals and families describe conditions of poverty that include insecurities in housing, substandard/unsafe housing, food insecurities, lack of transportation, lack of child care, poor behavioral health outcomes, limited access to medical care. Housing was identified across demographics, age and ethnicity as a need that continues to be largely unmet.

2. Evaluation of Past Performance and Environmental Scan

2.1 Evaluate previous performance. What has worked well? Have previous outcome projections been met by actual outcomes achieved?

The previous grant cycle has focused on individual and family level outcomes related to housing, health and social/behavioral needs and services supporting multiple domains. Low income residents facing multiple barriers and obstacles to stability and self-sufficiency were prioritized for assistance. 2022 outcomes show that 72% of households who received rental assistance maintained affordable housing for 90 days, 79% of participants experiencing homelessness obtained safe temporary shelter, and 88 households avoided eviction. In 2021, 74% of households who requested assistance were able to maintain safe and affordable housing for 90 days, 100% of individuals experiencing homelessness obtained shelter, and 39 households avoided eviction. Outcomes for maintaining housing are lower slightly lower than the target of 75%. In 2021 and 2022, all participants achieved one or more individual and family level outcome. Providing an opportunity for applicants to meet with an intake worker to develop individualized plans for stability and self-sufficiency has contributed to success of the program. This relationship allows the intake worker and applicant to develop not only trust but mutual expectations for completing action plans oriented towards stability and self-sufficiency. Collaborative efforts, particularly with Law Enforcement, has continued to provide immediate and critical shelter to unhoused individuals and families after hours and during harsh weather conditions. Working closely with Health First Colorado Care Coordinators, as well as with the Economic Security Team, continues to help identify families that may be most in need.

2.2 Describe the systematic approach for collecting, analyzing, and reporting customer satisfaction data to the tripartite board/advisory body. (Organizational Standard 1.3)

Customer satisfaction data is collected quarterly and reported biannually to the Tripartite Board. Surveys are provided to the public through GCDHHS administrative team and can be completed anonymously. Data is maintained in Clearpoint, a

platform that has the ability to analyze and provide results. Data is used to track progress of program implementation across CGDHHS.

3. Geographic Area Covered by the Assessment

3.1 Describe the geographic area, including counties, that the needs assessment covers.

The geographic areas covered by CSBG include both Gunnison and Hinsdale County. Gunnison County's geographical area is composed of 3,260 square miles. It is the fifth largest county in Colorado, extending into vast areas of the Rocky Mountains and isolated rural towns such as Marble, Somerset, Ohio City, Pitkin, and Crested Butte. Hinsdale County is also considered one of the most remote counties in Colorado and is provided human service programming through GCDHHS.

3.2 What are the main population centers of the service area?

Primary population centers include the City of Gunnison (population ~6,500), The Town of Crested Butte (population ~1,700) and Lake City (population ~450).

3.3 Describe the service areas mixture of rural, suburban, and/or urban communities.

Gunnison and Hinsdale County are both rural geographically isolated communities.

3.4 Describe any geographical factors that affect poverty and/or service delivery in the service area.

Multiple geographical factors affect poverty and service delivery in the Gunnison Valley. As an isolated resort community, industry workers may shoulder the costs of commuting long distances each way to work due to lack of affordable housing closer to employment. Often work is seasonal due to the winter and summer tourism industry, and many families struggle more during the "shoulder seasons". Lack of medical, behavioral health and dental providers creates additional financial stress, as many low-income residents are required to miss work to travel out of the valley to meet with dentists, specialists and other Medicaid Providers. To the west Montrose is the next closest city, approximately 60 miles away from Gunnison through hazardous mountain terrain. Likewise, to the East Salida is 60 miles away over a treacherous mountain pass. This terrain limits access to services between communities that are often essential to health and wellness. Geographical factors create barriers to critical services as well. For example, our most vulnerable community members needing disability and assistance navigating social security

disability are only able to meet with a disability navigator when they are able to drive from Gunnison to Grand Junction. This delay in receiving benefits can limit an individual's ability to support themselves. Although there is public transportation between Gunnison, CB and Mt. CB, there is no public transportation to the west where bigger cities of Montrose and Grand Junction may offer many critical health services. Public transportation in and out of the county is limited, and many Medicaid consumers utilize a costly Taxi service coming from Grand Junction. Weather related geographical factors that contribute to poverty include the extreme temperatures in the winter and subsequent high cost of utilities. This is often more than a family's budget can support, and families living in substandard housing are faced with higher heating costs.

4. Community Resources

4.1 Identify the existing resources in your community, partners, etc. Please note that this may include at-risk and changing resources.

Existing resources supporting low income individuals and families include Faith-based Organizations, Mountain Roots, The Food Pantry, Gunnison Housing Authority, Project Hope, Western State University, Gunnison School District, Marble Charter school, Lake City Community School, The Hispanic Affairs Project, The Community Foundation, Gunnison Police Department, Hinsdale County Sheriff, Mt Crested Butte Police Department, Town of Mount Crested Butte Marshalls, Silver Thread Public Health, Gunnison Valley Health (Hospital, Long-term care facility, Assisted living facility), AXIS Behavioral Health Services, WRAP/FAST, Region 10, City of Gunnison, Atmos, Gunnison County Electric Association, Queen of all Saints, Oh Be Joyful Church and United Community Church.

4.2 Identify the non-existent or limited resources in your community, partners, etc.

Health First Providers, particularly Dental Providers, are non-existent in Gunnison. There continues to be lack of emergency shelters, transportation and in-home services. CCCAP slots remain limited and there is lack of affordable housing. There are no inpatient behavioral health services in the community. Additionally, lack of access to mental health services was identified from Gunnison Valley Health's 2022 Community Health Needs Assessment.

4.3 Describe how customers have been surveyed on community resources during the Needs Assessment. What were the resources available and the resources lacking that customers identified?

Customers were surveyed on community resources through paper surveys provided at GCDHHS as well as during intake interviews. Samples from 2022 surveys show customers identified Housing (Hispanic 76%, non-Hispanics 69%) as the primary resource lacking. 58% of Hispanic applicants in the sample population identified as

also being unemployed or under employed while 53% of non-Hispanics identified as being unemployed or under employed. Medical Care was identified by the Hispanic community as lacking in surveys, and 80% of those 65 and older that were surveyed identified lack of health care and financial capacity to maintain stability. Key informant interviews were also held as part of the West Central Public Health Partnership's Community Health Assessment. In these interviews, 95.18% of informants indicated that there is a lack of affordable housing in the community. Informants also identified affordable health insurance, Medicaid providers and childcare as resources that are lacking in the community.

5. Data Analysis

*5.1 Provide the analysis for current data specific to poverty and its prevalence related to gender, age, race, **AND** ethnicity for the service area. (Organizational Standard 3.2)*

Qualitative and quantitative data was collected specific to poverty and its prevalence related to gender, age, race and ethnicity for this service area. Qualitative data was drawn from surveys and key informant interviews from low income individuals and families. Quantitative data was drawn from the American Community Survey Data, Census data, Colorado State Demography Data Resources, national data, local data and data from other key sectors including faith-based organizations, private sectors, education institutions and community-based organizations.

Qualitative data included surveys of low-income individuals, customer service surveys and key informant interviews. Surveys are provided with each grant application; for the purpose of this grant application a sample size of 45 surveys were evaluated. Samples from 2022 surveys show customers identified Housing (Hispanic 76%, non-Hispanics 69%) as the primary resource lacking. 58% of Hispanic applicants in the sample population identified as also being unemployed or under employed while 53% of non-Hispanics identified as being unemployed or under employed. Medical Care was identified by the Hispanic community as lacking in surveys, and 80% of those 65 and older that were surveyed identified lack of health care and financial capacity to maintain stability. Additional qualitative data from the West Central Public Health Community Needs Assessment shows that the majority of Hispanic/Latino respondents had lower household income compared with the majority of White, Non-Hispanic respondents. Across gender, age and race/ethnicity, housing continued to be the primary need with families requesting assistance through CSBG. Customer Service surveys, provided quarterly, have consistently shown that that customers of GCDHHS have felt that 90% (2022) of the time they are treated courteously and respectfully as they have interfaced with GCDHHS staff. As part of this Assessment, 80 Key Informant community members stakeholders were interviewed from September 24th through Dec 16th. 95.18% of key informants indicated that there is a lack of affordable housing and 30.59% expressed that there is a lack of qualify paying jobs with quality benefits. 44.3% of Hispanic/Latino reported their household income meeting their basic needs but not being able to save money and 12.9% of Hispanic/Latino households reported that

they are not able to meet their basic needs with public benefit assistance, vs. 4.7% White, Non-Hispanic households. Our immigrants and Non-English speakers continue to have a higher rate of poverty than White, Non-Hispanic households.

Quantitative Data included data from American Community Survey data, Census Data and Colorado State Demography Data Resource along with national, local and agency data and observations. The American Community Survey (2018) reports that Gunnison County has a population of 17,708, with several vulnerable sub populations. Vulnerable populations are considered older adults, immigrants and non-English speakers, children, homeless and low income.

According to the Census, 14.6% of Gunnison's community members are 65 and older. 9.56% identify as Hispanic or Latino. The United States Census Bureau further identified the median household income as \$63,341 and 12.3% of the population living below the FPL. The Self-sufficiency standard for Gunnison, for a family of three, is \$79,956, while the median household income is \$63,341. A family's total income is less than what the family needs to meet their needs. In addition, 28.9% of the population report being cost burdened. The United States Census Bureau further identified Gunnison County as having 15.4% of the population living with a disability. Along with a high poverty rate is a high uninsured population. 10.8% of adults live without health insurance coverage and 6.9% of children are living without health insurance coverage according to Colorado Health Institute, COHID, 2020. Additional Data from the American Community Survey shows 8.7% of seniors age 65 and older are living in poverty. Poverty as it relates to gender continues to show women comprise more of the population living in poverty: 46% of the population living in poverty are male vs. 53% female. 6% of the total population living in poverty are males, 7% of the total population living in poverty are females living below the poverty level.

Information gathered from Key sectors of the community includes the SNAP Program, Health First Colorado, Mountain Roots, Temporary Aid for Needy Families, The Food Pantry, Partners, Project Hope and Gunnison Community Schools. The Food Pantry reports that in 2022, 42% of users identified as low income, 28% identified as Hispanic, 39% identified as White, 6% identified as unhoused, 2% identified as Cora. The Pantry aided 1790 individuals in 2022. The SNAP Program reports that currently 1085 individuals are on SNAP and 3710 individuals are on Health First Colorado. The TANF caseload fluctuates between 20-25. The local Senior Meal Program report providing 421 free meals for low income seniors in 2022. Mountain Roots, providing fresh produce to low income families, provides 25 boxes of fresh produce to low income community members each week.

5.2 Describe the Quantitative Data collected and analyzed. (Organizational Standard 3.3)

5.2.1 [American Community Survey data](#)

Poverty by age:
18-64 years 14.4%
65+ 8.7%
Under 18: 11.1%
Poverty as it relates to ethnicity: 14% of Hispanic or Latinos live below the poverty level

Poverty as it relates to gender: 46% of the population living in poverty are male vs. 53% female
6% of the total population living in poverty are males, 7% of the total population living in poverty are females

5.2.2 [U.S. Census Bureau data](#)

Gunnison County
12.3% of community members live in poverty
Median household income: \$63,341
Population: 17267

Hinsdale County
7.6% of community members live in poverty
Median household income: \$45,714
Population: 775

5.2.3 [Colorado State Demographer Office CSBG Agency Data Resource](#)

Age by Federal Poverty Level 18 and older: 12%
Age by Federal Poverty Level 4-17: 10.7%
Age by Federal Poverty Level for Person with Disabilities: 17.4%

5.2.4 [Community Action Partnership National Data Hub](#)

Gunnison County
Median Household Income by Race/Ethnicity of Householder:

- Non-Hispanic White \$67,668, Hispanic or Latino \$47,031

Population in Poverty by Ethnicity

- 14.57% of households with income below the FPL identify as Hispanic or Latino, vs 12.80% identify as not Hispanic or Latino

Population in Poverty by Race

- 11.89% of households with income below the FPL identify as White, 78.57% identify as Black or African American, 9.17% identify as Native American or Alaska Native, 25.93% identify as Asian and 27.9% identify as Multiple Race.

- 11.02% of households with income below the FPL are male while 15.33% are female

Hinsdale

Median Household Income by Race/Ethnicity of Householder:

- Non-Hispanic White \$67,668, Hispanic or Latino \$47,031

Population in Poverty by Ethnicity

- 25.58 % of households with income below the FPL identify as Hispanic or Latino, vs 8.47 % identify as not Hispanic or Latino

Population in Poverty by Race

- 9.53% of households with income below the FPL identify as White and 11.48 % identify as Multiple Race.

Population in Poverty by Gender

- 8.48 % of households with income below the FPL are male while 10.02% are female

5.2.5 Internal Customer Quantitative Data for Eligible Entity

Internal quantitative data included data:

SNAP: 1085 individuals

Health First Colorado: 3741 individuals

LEAP: 213 approved LEAP applications

CCCAP: 30 active cases, 4 waitlisted

5.2.6 Partner Agencies Customer Quantitative Data

Gunnison Food Pantry:

65% users were adults 18-59

24% children 0-17

11% were adults 60+

24% were unemployed, waiting on their first paycheck, or were anticipating returning to work

42% of people identified of low income

4% were on a fixed income

6% considered themselves unhoused

39% identified as White

28% identified as Hispanic

2% identified as Cora

9% identified as Other

22% chose not to identify.

830 households were served, comprised of 1797 individuals.

GVHEAT:

2022: served 60 income qualified homes with energy assessments and energy retrofits

5.2.7 Other Quantitative Data

Colorado Children's Campaign:

12.1% of children under 18 live in poverty, or 332 children

10.6% of children in Gunnison live in Extreme Poverty, or under 50% FPL

5.3 Describe the Qualitative Data Collected and Analyzed. (Organizational Standard 1.2 and Organizational Standard 3.3)

5.3.1 Provide an analysis of customer satisfaction data.

Customer satisfaction data is gathered quarterly. The customer satisfaction survey is provided in both English and Spanish. In 2022, 90.2% of respondents reported that the service provided to them by GCDHHS was individualized and responsive.

5.3.2 Individuals and Families with Low-Income Surveys/Focus Groups/Interviews including customers and non-customers.

Qualitative data included surveys of low-income individuals, customer service surveys and key informant interviews. Surveys are provided with each grant application; for the purpose of this grant application a sample size of 45 surveys was evaluated. Samples from 2022 surveys show customers identified Housing (Hispanic 76%, non-Hispanics 69%) as the primary resource lacking. 58% of Hispanic applicants in the sample population identified as also being unemployed or under employed while 53% of non-Hispanics identified as being unemployed or under employed. Medical Care was identified by the Hispanic community as lacking in surveys, and 80% of those 65 and older that were surveyed identified lack of health care and financial capacity to maintain stability. Participation through surveys of low-income customers and during direct interviews with applicants allows the program and team at GCDHHS to continually adapt and evaluate processes.

5.3.3 Key Informant Interviews (can include Tripartite Board/ Advisory Committee Members)

As part of Gunnison County’s West Central Public Health Partnership’s Community Health Assessment, 80 Key Informant stakeholders were interviewed from September 24th through Dec 16th. 95.18% of key informants indicated that there is a lack of affordable housing and 30.59% expressed that there is a lack of quality paying jobs with quality benefits. 44.3% of Hispanic/Latino respondents reported their household income meeting their basic needs but not being able to save money and 12.9% of Hispanic/Latino respondents reported that they are not able to meet their basic needs with public benefit assistance, vs. 4.7% White, Non-Hispanic respondents.

5.3.4 Community Surveys (community at large, staff, partners)

The West Central Public Health Partnership’s Community Health Assessment administered a survey to the community. 80 key informants expressed that there is a lack of quality paying jobs with quality benefits. 28.24% of stakeholders indicated there is a high cost of living. 43% of respondents reported that after Dec. 2022, they would not be able to meet their basic needs, and 16% worry about not having enough food to feed themselves or their families.

5.3.5 Community Focus Groups/Engagement Meetings

The Health Coalition of the Gunnison Valley holds monthly community engagement and focus groups formed to address major challenges with regards to community health and equity.

5.3.6 Other community needs assessments, studies, plans, etc

*Gunnison Valley Health Community Health Needs Assessment 2022
West Central Public Health Community Needs Assessment 2022
Gunnison County Behavioral Health Needs Assessment 2022*

5.3.7 Other Qualitative Data

The Health Coalition recently commissioned a study identifying behavioral health needs and gaps in our community. Data captures short and long term needs in the community to meet the behavioral health struggles in the community. Informants also expressed concern regarding low income housing and mobile home unit living conditions and these environmental factors impact behavioral health.

5.4 Describe Information gathered from key sectors of the community (Organizational Standard 2.2)

5.4.1 Community-based Organizations

Senior Meal Program: 428 free meals are provided each month to low income individuals.
Partners: 86% of youth served live-in low-income families, 264 children served

5.4.2 Faith-based Organizations

The Health Coalition serves as a mechanism to share resources and information between other Partners of the community and Faith communities. In addition, GCDHHS works collaboratively with Faith-based Communities to provide additional assistance or other support to individuals and families in need. Currently GCDHHS works with an estimated 5 Faith-based Communities who aid families when an alternative resource isn't available or has been exhausted.

5.4.3 Private Sector

Mountain Roots: 5200 fresh produce boxes delivered to low income families annually
Gunnison Community Foundation: \$169,000 provided for Health and Human Services Programs across the county in 2022
Crested Butte State of Mind(CBSOM): Addresses high rates of suicide in Gunnison County. 66% utilizing CBSOM have insurance and 34% are uninsured.

5.4.4 Public Sector

Gunnison Valley Health Community Health Needs Assessment 2022
Kids Count in Colorado 2022:
<https://datacenter.aecf.org/data/customreports/1240/any>
Colorado Health Institute: 10.8% of adults live without Health insurance coverage and 6.9% of children are living without health insurance.
Region 10 Area Agency on Aging 4-year Plan
West Central Public Health Partnership Community Needs Assessment

Gunnison Valley Housing Authority: 58 current units are for households under 60 % AMI

5.4.5 Educational Institutions

Gunnison Watershed School District: 18% of students qualify for free or reduced lunch (includes Crested Butte Community School, Marble Charter School and

Hinsdale County RE 1: 36% of students are eligible for free or reduced lunch

5.5 Describe ROMA Certified National Trainer Review/Feedback Received on the Needs Assessment. (Org Standard 4.3)

Feedback included need to incorporate private sector information, as well as changes to strategic plan outcomes.

5.6 Describe data analysis conducted around Diversity, Equity, Inclusion, and Belonging.

Diversity, Equity, Inclusion and Belonging continue to be identified across multiple sectors as a community wide initiative and source of strength for marginalized populations or otherwise considered vulnerable populations. Vulnerable populations were identified through the West Central Public Health Partnership's Community Health Assessment as older adults, Immigrants and Non-English Speakers, Children, homeless and low-income. Data for the health assessment was stratified by priority population as often as possible given the low numbers of respondents on surveys. This was done in an effort to better understand how priority populations are experiencing health disparities as well as for targeting efforts in the resulting public health improvement plan. Over 80 Key informant interviews were conducted in order to give more community voice and a better understanding of how people are impacted by health concerns.

The 5 largest ethnic groups in Gunnison County are 86.5% White (Non-Hispanic), 7.83% White (Hispanic), 2.16% identify as Two +(Non-Hispanic), 1.03% identified as American Alaskan and Native American. 9.56% of the population identified as Hispanic/Latino. Gunnison County is also home a large population of Cora residents, an indigenous ethnic group from the Mexican state of Nayarit. Gunnison's Cora community is believed to be the largest outside of Mexico. Gunnison County looks forward to a Western Colorado University graduate student project that included interviews with the Cora population to better understand their culture and belief system, especially around health. This project is nearing completion.

To meet the needs of the community's Non-English-speaking households,

Gunnison County has several community organizations and agencies focused on diversity equity and inclusion. Gunnison County Department of Health and Human Services Multi-Cultural Resources team (MCR) provides community and health navigation to uninsured and underinsured individuals and families, providing interpretation, information, assistance, referrals and case management. In addition, the MCR team assures materials and information around basic needs is translated and interpreted and available throughout the community. The MCR team continues to increase access to services by working directly with individuals and acting as liaisons between the health providers, public programs and other community organizations. In 2022 the MCR team served an estimated 186 Spanish speaking individuals. The City of Gunnison also provides a Community Cultural Connection, a service that addresses language and cultural bridges between Spanish-speaking and immigrant residents. The Gunnison Cultural Connection encourages civic engagement and fosters community connections to improve inclusivity and equity for leadership and economic opportunities. The City of Gunnison and Gunnison County also co-host Rural Welcoming week, a week celebrating diversity and where residents of all cultures feel welcome and celebrated. Welcoming Week is a national initiative bringing organizations and communities together of all backgrounds to create inclusive communities. Additional impactful work addressing county wide DEI from The Gunnison Cultural Connection is the recent educational series on Health Equity presented to community members, leaders and stakeholders. The series addresses how communities can collaborate to identify and eliminate barriers to an inclusive and equitable society.

Western Colorado University, a critical contributor to the community's health and livelihood, also maintains a strong commitment to diversity, inclusivity and equity. Western Colorado University's Diversity, Equity, and Inclusivity Committee fosters partnership with experts and actively develops and tracks benchmarks for DEI and its students. In addition, the University endorses a Statement on Diversity and Inclusion to support and advance campus diversity.

Gunnison County is also home to The Hispanic Affairs Project, advocating for change in systems and organizations to create a more equitable society. The Hispanic Affairs Project, through education, enrichment and encouragement of immigrant families, strives to address barriers to integration so families can thrive. The non-profit provides Immigration Legal Assistance, Community resources and assistance obtaining drivers licenses for undocumented residents.

Older adults, also identified as vulnerable, make up 14.6% of Gunnison's population. Increasing Equity, Inclusion and belonging for the community's aging population continues to gain momentum across the county with advancement in perceptions and narratives of aging. The GCDHHS Senior Resource Office is committed leading the community in innovated aging supports as well as combating discrimination associated with aging. Senior Resource Specialist increase access to services by providing counseling, planning, navigation and assistance to the communities most vulnerable older adults. Over 5000 contacts were made in 2022 with vulnerable older adults increasing access to services and providing opportunities for inclusivity. Outcomes for the success of older adults remaining in their own home were included in the most recent GCDHHS strategic plan, focusing on low income, elderly, disabled and minority subset populations.

Low Income families and children experiencing barriers to access and services are supported by multiple programs and agencies focused on optimal family health, such as care coordinators, who increase access to services that can reduce causes and conditions of poverty. The Gunnison County Community Health Coalition has a

subgroup specifically working to improve the Sense of Belonging of priority populations, such as immigrants and youth. That subgroup has been collecting information on community identified issues and using a framework from the Welcoming America non-profit. The next steps are to work to address some of those issues and to help organizations increase their efforts and helping increase the community sense of belonging.

Gunnison County Department of Health and Human Services maintains a Nondiscrimination policy that no person shall be excluded from participation in, be denied the benefits of or be subjected to discrimination in any activity or service of the Program, based on age, race, color, religion, national origin, gender, genetic information, sex, disability, sexual orientation, political affiliations for any other status protected by federal, state or local law.

6. Key findings on the Causes and Conditions of Poverty (Organizational Standard 3.4)

Causes of poverty are defined as a negative factor that creates or fosters barriers to self-sufficiency and/or reduces access to resources in communities in which individuals with low-income reside.

Conditions of poverty are defined as a negative environmental, safety, health and/or economic condition that may reduce investment or growth in communities where individuals with low-income reside.

6.1 Describe the Causes of Poverty in the Service Area.

There are multiple factors that create barriers to self-sufficiency and contribute to causes and conditions of poverty in Gunnison County. The Census estimated 13% of Gunnison County (2251 people) live below the federal poverty line. In addition to this, the Census estimated that 2,976 county residents were living in households with incomes less than \$25,000. Applying the Self-Sufficiency Standard to Gunnison County highlights the prevalence of economic and social hardships, estimating that 30-40% of the county's population live below the self-sufficiency standard of \$76,956 with a median household income of \$63,341. The low median income can be contributed to low wages associated with resort industry and tourist related jobs. Housing costs and trends also continue to contribute to poverty in tandem with low wages. Gunnison County home values rose 20% in just 1 year through November 2021 and many vacant homes are short term rentals, which has supported an increase in tourism and demand for workers, but contributes to lack of affordable housing. According to the US Census Bureau, American Community Survey, 26.6% of renters in Gunnison County paid 50% of their household income to rent. Only 48.9%

of houses in the valley are considered affordable. Primary causes of poverty continue to be lack of affordable housing, poor income/low wages income and high cost of living.

6.2 Describe the Conditions of poverty in the Service Area

Our Low-Income individuals and families, as a result of poverty, face multiple negative conditions surrounding their ability to maintain safe and healthy lives. Conditions of poverty in Gunnison and Hinsdale are inextricably linked to increased homelessness, instability, increased behavioral and mental health needs, substandard housing and inability to meet basic needs, as shown by surveys, interactions, observations and data. Basic needs for the purpose of this grant include behavioral/mental health needs, food security, childcare, health insurance, housing, transportation, employment and other unique needs for households. The 2021 County Health Ranking Report from the Bureau of Labor or Statistics indicate that 10% of Gunnison county is food insecure. The same report estimated 22% of the population identifies as having severe housing problems, as defined by overcrowding, high housing costs, lack of kitchen facilities or lack of plumbing facilities. In addition, Colorado Health Foundation's most recent Health Access Survey identified that 3.1% of the population worried about having stable housing in the next two months and 10.3 % reported eating less than they should due to lack of money.

7. Needs Statements (Organizational Standard 3.4)

Need statements should be identified as family, agency, or community needs. Each need statement can only be associated with one level, and often issues have needs statements at multiple levels. Need statements should be more than one word.

- *Family Level Need Statement - A need that addresses the household and /or individuals being served.*
- *Agency Level Need Statement - A need that addresses the agency not having resources and/or capacity to respond to an identified need.*
- *Community Level Need Statement - A need that impacts the community as a whole, not just customers or potential customers of the agency.*

7.1 Provide relevant Family Level Needs Statement(s) in the Service Area.

Families need assistance to meet their basic needs and maintain stability

7.2 Provide relevant Agency Level Needs Statement(s) in the Service Area.

Our agency needs resources to continue to support individuals' stability and self-sufficiency.

7.1 Provide relevant Community Level Needs Statement(s) in the Service Area.

The Community needs affordable housing and higher paying year-round employment.

8. Community Needs Assessment Checklist and Next Steps

Confirm below that all necessary organizational standards are being addressed/met through this Needs Assessment.

8.1 Organizational Standard Checklist

- Standard 1.2 - The department/agency analyzes information collected directly from low-income individuals as part of the community assessment.
- Standard 1.3 - The department/agency has a systematic approach for collecting, analyzing, and reporting customer satisfaction data to the tripartite board/advisory body, which may be met through broader local government processes.
- Standard 2.2 - The department/agency utilizes information gathered from key sectors of the community in assessing needs and resources, during the community assessment process or other times. These sectors would include at minimum: community-based organizations, faith-based organizations, private sector, public sector, and educational institutions.
- Standard 3.1 The department/agency conducted or was engaged in a community assessment and issued a report within the past 3 years.
- Standard 3.2 - As part of the community assessment, the department/agency collects and includes current data specific to poverty and its prevalence related to gender, age, and race/ethnicity for their service area(s).
- Standard 3.3 - The department/agency collects and analyzes both qualitative and quantitative data on its geographic service area(s) in the community assessment.
- Standard 3.4 - The community assessment includes key findings on the causes and conditions of poverty and the needs of the communities assessed.
- Standard 3.5 - The tripartite board/advisory body formally accepts the completed community assessment.
- Standard 4.2 - Community Action plan is outcome-based, anti-poverty focused, and ties directly to the community assessment.
- Standard 6.4 - Customer satisfaction data and customer input, collected as part of the community assessment, is included in the strategic planning process, or comparable planning process.

8.2 Recommended/Required Steps After the Community Assessment is completed

- **REQUIRED:** Community Needs Assessment Accepted by the tripartite board/advisory committee - (Organizational Standard 3.5)
- **RECOMMENDED:** The tripartite board/advisory body has reviewed the department's mission statement within the past 5 years and assured that:1. The mission addresses poverty; and 2. The CSBG programs and services are in alignment with the mission. (Organizational Standard 4.1)
- **REQUIRED:** Creation of Community Action Plan - (Organizational Standard Category 4)
- **REQUIRED:** ROMA NCRT Review/Feedback for Organizational Standard 4.3 - The department's Community Action plan and strategic plan document the continuous use of the full Result Oriented Management and Accountability (ROMA) cycle or comparable system (assessment, planning, implementation, achievement of results, and evaluation). In addition, the department documents having used the services of a ROMA-certified trainer (or equivalent) to assist in implementation.
- **RECOMMENDED:** Update/Create agency/department/program/board Strategic Plan (Organizational Standard Category 6)

Agency Name: Gunnison County Department of Health and Human Services

Budget Information for 2024-2026 (Program Year 1): Budget Detail Explanation

A. Direct Personnel (Salary)

Under Item, list the position for which salary is requested. If the position(s) is (are) not filled, record "To Hire." If there are multiple positions of the same type/title being funded through CSBG, record the number of positions under Item as well. Be sure to show under Computation, the annual salary for positions already funded and the percentage of time devoted to the program. Only time spent on the CSBG program is allowable. Fringe benefits should be noted separately in Section B.

Item	Computation	Federal Funds
Salary part time case manager	90% of total salary	\$ 16,875.00
Salary part time manager	2% of total salary	\$ 1,999.00
Personnel (Salary) Total		\$ 18,874.00

B. Direct Fringe Benefits

Include fringe benefits for individuals paid by CSBG funds. These should not be included in Section A. Under Item, list the position title(s) for which fringe benefits are requested. If the position(s) is (are) not filled, record "To Hire." If there are multiple positions of the same type/title being funded through CSBG, record the number of positions under Item as well. Be sure to show under Computation, the annual fringe amount for positions funded and the percentage of time devoted to the program. Percentages should correspond with Section A.

Item	Computation	Federal Funds
Fringe part time case manager	90% of total fringe	\$ 1,426.00
Fringe part time manager	2% of total fringe	\$ 518.00

Fringe Benefits Total		\$ 1,944.00

C. Direct Operating Costs-Travel and Training

Under Item, indicate the type of travel and training requested. Include the number of individuals if known. Show under computation how amount was determined, including training registration costs, airfare or mileage, accomodations and per diem or meals/expenses.

Item	Computation	Federal Funds
Travel Total		\$ -

D. Direct Operating Costs-Supplies

Under Item, indicate the type of supplies to be purchased, as is reasonable to predict. Only supplies should be listed here. Rent, utilities, IT costs, and other expenses should be included in the Direct Operating Costs - Other section. Include the number of items and/or frequency of purchase. Show under computation how determined. Estimates may be based on prior year's budget or projections for planned activities.

Item	Computation	Federal Funds

Supplies Total		\$ -

E. Direct Operating Costs-Services

Under Item, indicate the services (such as Emergency Services, Employment Services, Nutrition Services, etc.) to be provided. Show under computation the detail of services provided (rent/mortgage assistance, bus passes, food boxes, etc.). This section is ONLY for services performed by your agency and does not include sub-recipients.

Item	Computation	Federal Funds
services		\$ 46,372.00
Services Total		\$46,372

F. Direct Operating Costs-Other

Under Item, indicate any other direct expenses that do not fit in the above categories, including rent, utilities, IT costs, etc. Include the quantity or number of items. Show under computation how determined. This section is for services performed by your agency and does not include sub-recipients.

Item	Computation	Federal Funds
Other Total		\$0

G. Total Direct Charges (Sections A-F)

		Federal Funds
Total Direct Charges	Add Sections A-F to total direct costs.	\$67,190

H. Sub-Awards (Includes both subrecipients and subcontractors.)

Under Item, indicate the name of the subrecipient. Show under description of services whether the recipient is a subrecipient or subcontractor, the federal objective(s) addressed and primary use(s) of funds. Please include any supporting documentation such as board minutes showing subrecipient approved, and/or contracts/IGAs/MOUs with subrecipient.

Item	Description of Services	Federal Funds

Sub-Awards Total	\$ -
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I. Sub-Awards allowable for Indirect Expenses (Limited to first \$25,000 of each sub-award).

a. Total dollar amount of sub-awards less than \$25,000 each =		100% of sub-awards that are less than \$25,000 may be included in calculations for indirect cost rate.	\$ -
b. Number of sub-awards more than \$25,000		The first \$25,000 of each sub-award exceeding the \$25,000 limit may be included in calculations for indirect cost rate.	
c. # from 2b X \$25,000 limit =			

The subrecipient total allowable for indirect expenses will calculate in the box to the right (a+c). You will add this amount to the total direct charges to calculate indirect cost rate in the next section.

J. Indirect Cost Rate

1. ___ Federal negotiated indirect cost rate of ___% (Please attach supporting documentation.) Enter ___% in green cell here: 2. ___ De minimus indirect cost rate of 10%. Enter 10% in green cell here: 3. <u> x </u> Not claiming an indirect cost rate. (May include administrative costs allocated in Sections A-F.)	Federal Funds
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------

Total Direct Charges (Section G):	\$	67,190.00		
Allowable Sub-Award Total (Section I):	\$	-		
Total Costs eligible for indirect rate:	\$	67,190.00		\$ 67,190.00
<i>The indirect cost rate indicated multiplied by total costs eligible will calculate in the box to the right.</i>				\$ -

K. Total Program Budget		Federal Funds
Subtotal Direct Charges (Section G)		\$67,190
Subtotal Sub-Awards (Section H)		\$ -
Subtotal Indirect Cost Rate (Section J, if applicable)		\$ -
TOTAL Grant Award (Must match projected allocation.)		\$67,190

**Colorado Community Action Association (CCAA)
Results Oriented Management and Accountability (ROMA)
Nationally Certified ROMA Trainer (NCRT) Review**

Date: August 22, 2023

Agency/Department: Gunnison County

Agency Contact (including email): Betsy Holena/ elizabeth.holena@state.co.us

Mission Statement Review

1. Date of last Mission Statement Review and Approval by Tripartite Board/Advisory Committee:
2. The mission addresses poverty?
3. The organization's CSBG programs, services, and strategies are in alignment with the mission?
4. Does the mission contain language regarding Population, Relationships, Services/Strategies, and Outcomes?

NCRT Mission Statement Notes:

- **Mission Statement was not reviewed at this time.**

Community Needs Assessment Review

1. Does the CNA contain customer satisfaction data and customer input? **Yes, the CNA clearly contains customer satisfaction and customer input data. The CNA would be strengthened by including the Customer Satisfaction Survey Tool along with aggregated results and staff analyzation of the 2022 Customer Satisfaction Survey as appendices to the CNA. Also please note that having a process in place to provide Customer Satisfaction Survey data and analyzation to the Tripartite Board on an annual basis is also an Organizational Standards requirement as an FYI.**
2. Does the CNA contain information gathered from ALL key sectors including community-based organizations, faith-based organizations, private sector, public sector, and educational institutions? **Partially. The Needs Assessment clearly includes information gathered from key sectors but it is not clear that data from all sectors (such as the private sector which has a non-profit entity as the sole respondent) have been gathered. It is recommended to provide some analyzation of the data obtained from all key sectors, include the data sources as attachments to this CNA if possible, and clearly identify all key sectors in which data was gathered.**
3. The CNA includes current data specific to poverty and its prevalence related to gender, age, AND race/ethnicity for their service area(s)? **Yes, the CNA clearly provides data and information on poverty and its prevalence related to gender, age, race, and ethnicity. The CNA would be strengthened by including the source data analyzed (Customer Satisfaction Data; Employment Data; Health Data; National Data Hub; and other data sources) as attachments to the Needs Assessment report.**
4. The CNA contains both qualitative and quantitative data on its geographic service area(s)? **Yes, the CNA clearly provides quantitative and qualitative data and its analyzation. The CNA would be strengthened by including the source data analyzed (Customer**

Satisfaction Data; Employment Data; Health Data; National Data Hub; and other data sources) as attachments to the Needs Assessment report.

5. The community assessment includes key findings on the causes of poverty in the communities assessed? **Yes, the CNA clearly contains information on causes of poverty in the service area and delineates between causes and conditions (or both).**
6. The community assessment includes key findings on the conditions of poverty in the communities assessed? **Yes, the CNA clearly contains information on conditions of poverty in the service area and delineates between causes and conditions (or both).**
7. Does the CNA contain information/data on Inclusion, Diversity, Equity, and Accessibility (IDEA) in the communities served? **Yes, the CNA clearly contains data and analyzed information regarding Inclusion, Diversity, Equity, and Accessibility (IDEA) that is clearly highlighted in the CNA.**
8. Does the CNA contain information/data on Community Resources in the communities served? **Yes, the CNA clearly contains data and information on community resources available, lacking, and trends in the service area.**

NCRT Community Needs Assessment Notes:

- **This is an extremely well done CNA. Thank you for the time, effort, and community engagement that is clearly evident in this product!**
- **Encourage Gunnison County to include the source data analyzed (Customer Satisfaction Data; Employment Data; Health Data; National Data Hub; and other data sources) as attachments to the Needs Assessment report.**
- **Needs Assessment would be strengthened through providing data and analyzing data gathered from other sectors, such as the private sector.**

Community Action Plan Review

1. Is the Community Action Plan outcome-based, anti-poverty focused, and tie directly to the community assessment? **Yes, the CAP is outcome-based, anti-poverty focused, and ties directly to the Community Needs Assessment. The CAP would be strengthened by providing the CSBG Services Identification Language for each service to be provided.**
2. Does the Community Action Plan contain ROMA principles (assessment, planning, implementation, tracking, evaluation)? **Yes, the Community Action Plan section in the 2024-2026 CSBG Application (provided as a word document), along with the future development of the PY2024 CSBG Activities Spreadsheet and the ROMA Logic Model, incorporate all phases of the ROMA cycle as established through the State's regular annual T/TA processes. The CAP would be strengthened by providing projected number of customers to be served in each service.**

3. Does the Community Action Plan address issues of Inclusion, Diversity, Equity, and Accessibility (IDEA) in the communities served? **No, issues of Inclusion, Diversity, Equity, and Accessibility (IDEA) are not addressed in the CAP. The CAP would be strengthened by addressing IDEA issues as locally appropriate.**
4. Does the Community Action Plan contain Linkages? **Yes, the CAP includes information on how Linkages will be conducted within the agency and with the communities and partner agencies in the service area (it does not appear that Linkages will be a formal strategy that CSBG funds will be used).**
5. Does the Community Action Plan contain Agency Capacity Building? **No, the CAP does not include any Agency Capacity Building strategies. If future activities around Agency Capacity Building are planned please conduct an update to the Community Needs Assessment and Community Action Plan to include language around those needs/strategies/outcomes.**

NCRT Community Action Plan Notes:

- **The Community Action Plan meets all of the requirements and incorporates the ROMA Cycle.**
- **The Community Action Plan should include specific CSBG Services/Strategies. See CSBG Annual Report Module 4 Section B for CSBG Services.**
- **Question #2 should have the outcome indicators and performance rates that are currently included under Question #3.**
- **Question #3 should provide information on what “evidence” will be collected to prove a customer obtained the relevant outcome indicator to be reported on. For instance, rent assistance would have an Output Measurement Tool of a copy of the processed check to the landlord and the Outcome Measurement Tool might be a letter from the Landlord certifying that the customer remained in the unit through the end of the month. The information that is currently in Question #3 should be transferred to Question #2 which describes the outcomes and outcome indicators that will be accomplished during the CAP.**
- **We will create the PY2024 CSBG Activities Spreadsheet (services, outcomes, and projected counts) in October/November/December 2023 (or sooner if Gunnison County is ready to complete the process ahead of that period). This process will also clearly identify the Family National Performance Indicators that Gunnison County will be addressing through the Community Action Plan.**

Strategic Plan Review

1. Date of last formal adoption of Strategic Plan by Board/Advisory Committee: **The Strategic Plan was adopted by the County in February 2023. It is unclear if the Tripartite Board has adopted the Strategic Plan formally.**
2. Does the strategic plan contain ROMA principles (assessment, planning, implementation, tracking, evaluation)? **Yes, the Strategic Plan outlines the ROMA Principles in practice, including evaluation.**

3. Does the strategic plan address reduction of poverty, revitalization of low-income communities, and/or empowerment of people with low incomes to achieve Economic Security? **Yes, the Strategic Plan addresses reduction of poverty, revitalization of low-income communities, and ensuring stability for households.**
4. Does the strategic plan contain family, agency, and/or community goals? **Yes, the Strategic Plan contains Family, Agency, and Community level goals.**
5. Is Customer satisfaction data and customer input, collected as part of the community assessment, included in the strategic planning process? **Yes, Customer Satisfaction data is included in the Strategic Planning process.**

NCRT Strategic Plan Review Notes:

- **The Strategic Plan included in the 2024-2026 Application that was reviewed should meet all Organizational Standard requirements for the next three-year period (be sure to have the Tripartite Board “accept” the Strategic Plan as guiding the CSBG program.**

Reviewed by: Name, Nationally Certified ROMA Trainer

NCRT Signature: *Josiah Masingale*
August 22, 2023

Date: _____

**Gunnison County Department of Health and Human Services
Tri-partite Board of Directors/Advisory Committee
Meeting Minutes
8/13/2023
2:00
DHHS Conference room**

I. Welcome and Introductions

a. Roll call:

- **In Attendance:** Jonathan Houck, Vince Rogalski, Diego Plata
- **Not in Attendance:** April Sparks, Arden Anderson, Andy Kadlac
- **Visitors:** Andrea Pennington, Joni Reynolds

b. Determination of Quorum: quorum not present

c. Member Announcements: Due to a lack of a quorum, motions and seconds will be entertained on any agenda item, but none of that will be considered an absolute vote until all members are able to view and vote.

II. Approval of the Agenda: move forward as presented

III. Business:

a. Approval of minutes from 3/6/23, clarify that new potential Tripartite Board members were nominated and voted on. After Chris Peterson's and Kristy McFarland's vacancies, names were brought forward and nominated and appointed by Director Joni Reynold. Jonathan moved to approve minutes with added language. Vince seconded the motion. Minutes were approved electronically by board members on 8/29/2023.

b. b. Review of Financial Item Report: see attachment

Total Project budget 2021-2023 \$198,030

Contract Balance \$67,171 as of June 2023

Described CSBG process to Diego, provided reimbursement information. Jonathan makes a motion to approve the financial report, Diego seconded in meeting, vote will wait for full membership. Financial report was completed electronically, with all board members in favor on 8/29/2023.

c. Committee updates

- Intake worker 5hr/wk provides information, assistance and referrals
- **demand is higher than can be supported, rearranging process**
- Multicultural Center provides Spanish speaking assistance

d. Directors Report: Joni identified necessary onboarding for new Tripartite Board members and on the process of grant. There continues to not be enough funding for all applicants and the Team is working hard to prioritize applicants. Housing continues to be

difficult, especially in light of the eviction of Frontier park residents. The entire park has been evicted. Andy Kadlec is developing plans. Owners have been promised new housing to replace old units. The City has done due diligence to explore pathways and responsibilities of new land owner. Landlord is within legal rights to evict tenants. Current tenants will get first right of refusal to purchase new properties. Food Pantry reports an increase in visitors and less donations. Joni reports seeing an increase in demand in WIC. Demand is still being met for WIC. CSBG is being use to support immediate short term needs while longer supportive services are explored.

e. Customer Satisfaction Data, most recent quarter results: 2022

- Percentage of community members asking for service experience individualized, compassionate and responsive access to service: 90.5% completely agree

No questions by board, this could be included for onboarding.

f. Review and VOTE: Community Action Plan and Community Service Block Grant Application for 2024-2026.

Is the community action plan outcome based, anti-poverty focused and tie directly to the community assessment?

Tripartite Team will review CNA and CAP plan, provide input and feedback, and vote electronically. Jonathan made a motion to approve the CAN and CAP during the Tripartite Board Meeting, seconded by Vince. Final vote will be cast electronically after review by board. Board members fully participated in the development, planning, and evaluation of the CSBG CNA and CAP. Board members provided feedback around needs/resources identified in the CNA as well as input into the CAP. All board members voted electronically by 8/29/2023 to approve the CAN and CAP for the CSBG 2024-2026 grant cycle, agreeing it was outcome based and antipoverty focused.

g. Annual and programmatic update on the success of specific strategies included in the community action plan:

YTD 81 services provided to 57 households (rent, utilities etc)

Rent assistance has highest request

22% of households identify as being in crisis or low resource with basic needs

16 emergency hotel vouchers provided

New application design, purpose and implementation: Send out final application for review by board

h. By Laws: These were submitted and approved by the BOCC, please review(attached)

i. Conflict of Interest Policy: needs to be signed. Betsy will send out conflict of interest policy. Members will print, sign and return back. As DHHS trainings come along send out, specifically online opportunities.

J. Training Opportunities: Review CO CSBG/Community Action Community Needs Assessment Webinar Training. Betsy will create onboarding packet for new board members.

IV. Next meeting: six months out unless there is a critical need before then due to increased demand or needs. Betsy will set doodle

V. Adjourn: Vince motioned to adjourn, seconded by Diego.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Region 10 Area Agency on Aging; Partial Support of

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Region 10

Term Begins: 07/01/2023

Term Ends:

Grant Contract #:

Summary:

Supports part of the position for a Senior Resource Specialist

Fiscal Impact: 33464

Submitted by: Elizabeth Holena

Submitter's Email Address: elizabteh.holena@state.co.us

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 8/25/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/28/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/28/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/31/2023

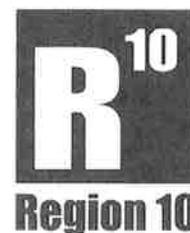
Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/5/2023



This contract is entered into and by Region 10 Area Agency on Aging (R10 AAA) and the Gunnison County Senior Resource Office (contractor) in accordance with the purpose stated herein, it is hereby agreed as follows:

Scope of Services

The contractor shall carry out, in a satisfactory manner, as determined by R10 AAA, all work elements described in the contractor's proposal submitted for funding. The OAA-SYS contract summary for **FY 2024** details this contract. The contractor will administer services funded under this contract in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised Statutes; 12 CCR 2510-1, Older Americans Act (OAA) Programs (Rulemaking volume 10); Colorado Department of Human Services, Division of Aging and Adult Services, and the State Unit on Aging (SUA) Policy and Procedures Manual as from time to time may be amended.

Term

1. Under this agreement, the contractor shall begin work July 1, 2023, and shall continue through June 30, 2024. Contract amendments may extend this agreement through June 30th, 2025, subject to appropriations.
2. Agreement:
The parties involved in this agreement are Region 10 AAA-Administrator and Gunnison County Senior Resource Office.
3. Reimbursement:
R10 AAA shall provide compensation based on Contractor performance as noted herein. This is a performance-based contract based on a rate of \$50.78 per qualifying assessment / reassessment entered in the state database. The target set for the Gunnison County Senior Resource Office is 280 assessments / reassessments for the fiscal year.

Options Counseling will be compensated at \$100 per Options Counseling session with a target of 57 units. An initial assessment is required to begin Options Counseling and is included in the \$100 compensation. Additional Options Counseling will only be accepted in cases of significant change of condition that do not involve Medicaid coordination.

An administrative base of \$1,128.80 per month is budgeted which includes Information & Assistance, provided that all reporting is completed by the required due dates.

Requirements:

1. The contractor agrees to have all staff who may at any time be completing assessments or conducting information & assistance or information & referral calls or visits attend a day of training hosted by Region 10.

Region 10 League for Economic Assistance and Planning, Inc.
145 South Cascade Avenue | Montrose, CO 81401
970-249-2436 phone | 970-249-2488 fax
www.region10.net



2. Region 10 agrees to provide comprehensive training on all aspects of I & A, I & R, assessments/reassessments, use of the state database, and reporting requirements.
3. Contractor recognizes that R10 AAA is generally regarded as the payer of last resort (10.401.6).
4. Contractor will screen potential clients for OAA program eligibility before completing assessment. Screening must include checking that:
 - a. The potential client lives within the service area,
 - b. Desired services are available if the potential client knows what help they need,
 - c. The age of the potential client allows for the provision of services requested or needed.
 - d. Referrals screened as appropriate may be accepted as targeted units for assessments and reassessments.
5. All assessments will be reviewed monthly by Region 10 and feedback will be given to Contractor as needed to ensure a shared understanding of the working definition for "Appropriate".
6. Options counseling consists of both an ASSESSMENT (or reassessment if the client has already been assessed) and the development of an ACTION PLAN for the client based on client needs, client desires, available services, and guidance provided.
7. The contractor will consistently and reliably provide Options Counseling when a new client needs an action plan based on initial screening and assessment.
8. An ASSESSMENT is the initial data collection, entry, and evaluation completed for the first time per client as guided by the assessment section in SUDS.
9. A REASSESSMENT is any future reevaluation of the client's status, needs, services, demographics, contact information and any other data collected and documented in SUDS.
10. Outreach efforts are required of the Contractor and are part of the duties for which the administrative base is provided.
 - a. Outreach is defined as an interaction with individuals by an agency or organization for the purpose of identifying potential clients or caregivers and encouraging their use of existing services and benefits.
 - b. If resources are not available to serve all eligible older adults who request service, preference and priority shall be given to those eligible individuals of greatest social and economic need.
11. Clients receiving in-home services or home delivered meals must be reassessed once per fiscal year. More frequent reassessment should only be completed if the client has a significant change of condition or requests additional services.



12. Additional funding will be set aside to support additional work if the contractor is successful in meeting these targets designed to provide services to the older adults of Gunnison County.

The contractor agrees to post the Region 10 logo on their website and in a visible location at each office location, and in brochures in recognition of the funding support provided.

Performance based contract compensation summary:

Assessments/Reassessments this Term:

Rate per unit \$ 50.78 Target Units 280 Potential Annual Revenue \$14,218.40

Options Counseling this Term:

Rate per unit \$100.00 Target Units 57 Potential Annual Revenue \$5,700.00

Administrative Base this Term:

\$13,545.60

Potential Annual Total this Term if targets are met:

\$33,464.00

Region 10 Representative:

Eravitch

Date 8-22-23

Contractor Representative:

_____ Date _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #3 to 24 QAAA 186098; Colorado

Action Requested: Other County Manager DocuSign

Parties to the Agreement: CDEC

Term Begins: July 1, 2023

Term Ends:

Grant Contract #: Amendment Contract #: 24 QA

Summary:

CDEC Contract Amendment for Review - If approved notification of approval should be sent to Natalia Stepanova and then a DocuSign will be sent for County Manager signature.

Fiscal Impact:

Submitted by: Lana Athey

Submitter's Email Address: lathey@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 9/1/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/28/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/28/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 9/1/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/5/2023

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

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. This amends Exhibits E and G.

5. MODIFICATIONS

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

A. Exhibit E – Supplemental Provisions for Federal Awards

Exhibit E – Amendment #3, which is attached and incorporated by this Amendment, shall replace Exhibit E – Amendment #2 of the Original Contract.

B. Exhibit G – Budget

Exhibit G – Amendment #3, which is attached and incorporated by this Amendment, shall replace Exhibit G- Amendment #2 of the Original Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.



EXHIBIT E -Amendment #3- 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
SFY24	\$69,694	\$69,694	\$69,694

- 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 **0 %.**

- 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;
 - 1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 1.1.1.1.5. Loans;
 - 1.1.1.1.6. Loan Guarantees;
 - 1.1.1.1.7. Subsidies;
 - 1.1.1.1.8. Insurance;
 - 1.1.1.1.9. Food commodities;
 - 1.1.1.1.10. Direct appropriations;
 - 1.1.1.1.11. Assessed and voluntary contributions; and

- 1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
 - 1.1.1.2. Award **does not** include:
 - 1.1.1.2.1. Technical assistance, which provides services in lieu of money;
 - 1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.1.2.3. Any award classified for security purposes; or
 - 1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
- 1.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 1.1.5. “Entity” means:
 - 1.1.5.1. If the source of funding is a Grant:
 - 1.1.5.1.1. a Non-Federal Entity;
 - 1.1.5.1.2. a foreign public entity;
 - 1.1.5.1.3. a foreign organization;
 - 1.1.5.1.4. a non-profit organization;
 - 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 1.1.5.2. If the source of funding is not a Grant:
 - 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
 - 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.1.5.3. a foreign public entity;
 - 1.1.5.4. a domestic or foreign non-profit organization;
 - 1.1.5.5. a domestic or foreign for-profit organization; and
 - 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.

- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.13.2. Is not organized primarily for profit; and
 - 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, if the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.

- 1.1.21. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
 - 1.1.21.1. Salary and bonus;
 - 1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.24. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

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

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

- 3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. DUNS. Contractor/Grantee shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s/Grantee’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s/Grantee’s information.

4. TOTAL COMPENSATION.

- 4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and
 - 4.1.2. In the preceding fiscal year, Contractor/Grantee received:
 - 4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
 - 4.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. REPORTING.

- 5.1. If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
 - 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
 - 7.1.1.1. Subrecipient DUNS Number;

- 7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
 - 7.1.1.3. Subrecipient parent's organization DUNS Number;
 - 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
 - 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
- 7.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

- 8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 8.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. ACCESS TO RECORDS.

- 9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. SINGLE AUDIT REQUIREMENTS.

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

- 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.
 - 11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
 - 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.
 - 11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- 11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

- 13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 13.2. A Contractor/Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14. EVENT OF DEFAULT AND TERMINATION.

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END



**Colorado Department of Early Childhood
BUDGET WITH JUSTIFICATION FORM**

Contractor Name	Gunnison County	Program Contact Name, Title	Lana Athey
Budget Period	July 1, 2023 - June 30, 2024	Phone	970.642.4667
Project Name	UNIVERSAL PRESCHOOL PROGRAM (UPK)	Email	lathey@gunnisoncounty.org
		Fiscal Contact Name, Title	Jody Wise
		Phone	970.641.7679
		Email	jwise@gunnisoncounty.org

Expenditure Categories

Personnel Services - Salaried Employees					SFY 2024
Position Title	Description of Work and Fringe Benefits Include: Health Insurance, Social Security, Retirement, Paid Time Off	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDEC
Early Childhood Services Supervisor	Coordinates meetings, outreach, leads planning processes, completes quarterly reports, oversees funding.	\$80,419	\$29,120	24%	\$26,110
Early Childhood Resource Navigator	Regular outreach to licensed providers and families around UPK. Provides support to families and providers for UPK.	\$50,398	\$12,002	36%	\$22,589
Bi-Lingual Community Outreach	Regular outreach to licensed providers and Spanish speaking families around UPK. Provides support to families and providers for UPK.	\$54,517	\$7,072	16%	\$9,803
Early Childhood Coach and Navigator	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating.	\$69,992	\$12,002	7%	\$5,552

Total Personnel Services (including fringe benefits)					\$64,054
-------------------------------------------------------------	--	--	--	--	-----------------

Contractors/Consultants (payments to third parties or entities)

Name	Description of Item	SFY 2024 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 2024 Total Amount Requested from CDEC
Travel	Travel for in-person visits to sites - travel to RMECC - regional meetings or meetings with partner organizations	\$1,140

Total Travel		\$1,140
---------------------	--	----------------

Supplies & Operating Expenses

Item	Description of Item	SFY 2024 Total Amount Requested from CDEC
Computer/IT Cost	Laptop/IT expenses for staff members	\$4,000
Advertising	Newspaper Ads, Social Media	\$500

Total Supplies & Operating Expenses		\$4,500
------------------------------------------------	--	----------------

Training and Technical Assistance

Item	Description of Item	SFY 2024 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 2024
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)		\$69,694
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.		
Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]		SFY 2024
Item	Description of Item	Total Amount Requested from CDEC
	No costs shall be reimbursed in this category by CDEC	\$0
Total Indirect		\$0
TOTAL		\$69,694

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager Signature; Modif

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For acknowledge of the County Manager's signature, a Land Use Agreement with GMUG National Forests - to furnish land/facilities for use as an Incident Base Camp during the Lowling fire suppression efforts.

Fiscal Impact: \$300/day, not to exceed \$50,000

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 8/18/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/18/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/18/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/31/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/5/2023

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

- The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: N/A.
- The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner (beyond ordinary wear and tear) in restoring land/facilities to their prior condition shall be submitted, in writing, to the Contracting Officer.

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition.

OTHER: Describe in detail: N/A.

TERMS AND CONDITIONS: See attachment.

INSURANCE/ INDEMINIFCATION: The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the Gunnison County Colorado Government, from any and all claims, liabilities, losses, damages, charges, etc. The Gunnison County Colorado Government does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges etc. The Gunnison County Colorado Government will be responsible for errors, omissions and negligence of its employees. The United States Federal Government will be responsible for errors, omissions and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat. 306].

CHECKLIST(s): See attachment. Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.

FEDERAL ACQUISITION REGULATION CLAUSES:

- FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)
- This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/ or www.usda.gov/procurement/policy/agar.html
- FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (MAR 2023)
- FAR 52.222-3 Convict Labor (June 2003)
- FAR 52.232-1 Payments (APR 1984)
- FAR 52.232-11 Extras (APR 1984)
- FAR 52.232-17 Interest (MAY 2014)
- FAR 52.232-25 Prompt Payment (JAN 2017)
- FAR 52.233-1 Disputes (MAY 2014) ALT I (DEC 1991)
- FAR 52.243-1 Changes—Fixed Price (AUG 1987)ALT I(APR 1984)
- FAR 52.249-4 Termination for the Convenience of the Government (Services)(Short Form)(APR 1984)
- FAR 52.249-8 Termination for Default (Fixed-Price Supply and Service)(APR 1984)

Loss, Damage or Destruction: The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear or (2) the fault or negligence of the owner or the owner's agent(s).

OWNER / OWNER'S AGENT SIGNATURE 	DATE: 8-14-23	CONTRACTING OFFICER'S SIGNATURE: MICHAEL LUCAS <small>Digitally signed by MICHAEL LUCAS</small>	DATE: 08/08/2023
PRINT NAME AND TITLE: Matthew Bitnio, County Manager PHONE NUMBER: 970-651-0248 EMAIL: mbitnio@gunnisoncounty.org	PRINT NAME AND TITLE: Michael J Lucas – Contracting Officer PHONE NUMBER: 406-207-3479 EMAIL: Michael.j.lucas@usda.gov		

Facilities Fairgrounds

Lowline
COGMF000176
8/3/2023



- Restroom
- Keep Out
- Incident Resources



NOT A PART

TO BE RELEASED

NOT A PART

Restricted Access Road: Loading and unloading for camping only.

One Way Traffic

Ground Support

Catering

Refrigeration Truck

Recycling

Showers

Warehouse

Supply

Engine Parking

Camping

Weed Wash

Briefing Facilities

Enter Exit

W Bidwell Ave

RESOURCE ORDER	Initial Date/Time	2. Incident / Project Name				3. Incident / Project	Financial Codes
SUPPLY	07-26-2023 0802 MST	Lowline				CO-GMF-000176	P2 QFT2 (0204) [P]
5. Descriptive Location 275 Spruce St. Gunnison, CO 81230		6. TWN	RNG	SEC	Base MDM	4. Office Reference Number 000176	9. Jurisdiction / Agency Grand Mesa, Uncompahgre and Gunnison National Forests
						8. Incident Base / Phone Number Expanded Equipment 970-240-5372 Expanded OH 970-240-5426 Expanded Supply 970-240-5357 Expanded EDSP 970-240-5363	10. Ordering Office Montrose Interagency Dispatch Center
		LAT. 38° 43' 12" N					
		LONG. 107° 04' 33" W					

11. Aircraft Information							
Bearing	Distance	VOR	Contact Name	Frequency Type	Assigned Frequency	Reload Base	Other Aircraft / Hazards
				AirToGround	A/G 15 RX 167.5250-TX 167.5250		
				Command	Razor Dome RX 172.3250-TX 166.4250 RX-123.0 TX-192.8		

12. Request Number	Ordered Date/Time	From	To	Qty	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit	Assigned Date/Time	Resource Assigned Unit ID	Resource Assigned	M/D Ind	Estimated Time Of Departure	Estimated Time Of Arrival	Released Date	Released To
S-192	2023-08-04 1220 MDT	Marie Butler 843-359-8775	CO-MTC	1	Service - Garbage Dumpster/ Container	2023-08-05 1700 MDT	ICP	CO-MTC	CO-MTC	Invalid date	RXW	Pending					
Travel Mode G		Financial Code P2 QFT2 (0204)		Named Request		Special Needs Waste disposal for 4 dumpsters at Gunnison Fairgrounds. Call when Needed. Dumpsters are appx (5 yard size) and currently provided with Fairground LUA. Service start date of 8/5 1700.					Navigation/Reporting Instructions Incident Jetport(s): MTJ*, GJT Fairgrounds						

13. User Documentation		
Req. No.	Documentation	Entered By
S-192	POC: FAEL Michael	mmccormack 2023-08-04 1222 MDT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Contra

Action Requested: County Manager Signature

Parties to the Agreement: HUD Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Mtn. View HUD Renewal

Fiscal Impact: 0

Submitted by: Perry W Solheim

Submitter's Email Address: psolheim@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 9/1/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/1/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 9/1/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/5/2023

**Contract Renewal
Request Form
Multifamily Section 8 Contracts**

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

OMB No. 2502-0587
(Exp. 04/30/2017)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Title V of the Departments of Veterans Affairs and Housing and Urban Development and Independent Agencies Appropriations Act of 1988 (P.L. 106-65, 111 Stat. 1384) authorizes the FHA Multifamily Housing Mortgage and Housing Assistance Restructuring Program. HUD implemented a statutory permanent program directed at FHA-insured multifamily projects that have project-based Section 8 contracts with above-market rents. The information collection is used to determine criteria eligibility of FHA-insured multifamily properties for participation in the Mark to Market program and the terms on which participation should occur. The purpose of the program is to preserve low-income rental housing affordability while reducing the long-term costs of Federal rental assistance. While no assurances of confidentiality are pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Cover Sheet

PROJECT NAME	
PROJECT ADDRESS	
PROJECT OWNER	
FHA PROJECT NO	DUNS NUMBER
TOTAL UNITS IN PROJECT	TOTAL SECTION 8 UNITS IN PROJECT
DATE OF SUBMISSION	DATE RECEIVED BY HUD

Section 8 contracts and stages in the project:

Section 8 Contract Number	Stage Number (if applicable)	Combine (Yes?)	# Units	Expiration Date	Renew (Yes?)
		<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>

I hereby elect to renew the above-indicated contracts under the following option (*Check the appropriate box(es) below and provide the corresponding worksheet(s)*):

This is an **Initial** or **Subsequent** Renewal of a MAHRA contract.

OPTION ONE - Request Renewal Under Mark-Up-To-Market Procedures

Option One A Entitlement Mark-Up-To-Market

Option One B Discretionary Authority

I hereby request a contract renewal for a _____-year term. (A five-year minimum term)

OPTION TWO - Request Renewal With Rents At or Below Comparable Market Rents And Without Restructuring

I hereby request a contract renewal for a _____-year term. (A maximum 20-year term)

OPTION THREE - Request Referral to OAHP for: Choose One

OPTION THREE-A - Reduction of Section 8 Rents to Comparable Market Rents without Restructuring (Lite)

OPTION THREE-B - Restructure of the mortgage and reduction of Section 8 Rents to Comparable Market Rents (Full)

OPTION FOUR - Request Renewal of the Contract for Projects Exempt from or not Eligible for Debt Restructuring

I hereby request a contract renewal for a _____-year term.

OPTION FIVE - Portfolio Reengineering Demonstration and Preservation Contract Renewals

I request a contract renewal of my Demonstration Program Contract.
(Based on Use Agreement)

Mortgage Restructuring Demonstration Use Agreement

Budget Based Without Mortgage Restructuring Demonstration Use Agreement

I request a contract renewal of my Preservation Program Contract.

I hereby request a contract renewal for a _____-year term. (The term may not exceed the remaining term of the recorded Use Agreement.)

OPTION SIX - Opt-Out of the Section 8 Contract

Owner's signature: _____ **Date:** _____

RENEWAL WORKSHEET FOR OPTION THREE
Accepting a Subsequent Renewal of Mark-to-Market Contract

I hereby accept HUD's Offer of a SUBSEQUENT RENEWAL of my Mark-To-Market contract for the remaining life of the Mark-To-Market Use Agreement:

I understand that I am statutorily required to accept HUD's offer of contract renewal during the life of the Mark-To-Market Use Agreement

The project has a Mark-To-Market Use Agreement and such agreement runs until 10/26/2033.

I understand that rents will be adjusted by the OCAF for the life of the Use Agreement.

I hereby certify that:

Neither I, nor any of my affiliates, are suspended or debarred,

I, or my affiliates are suspended or debarred and are requesting a contract renewal subject to HUD approval; AND

This information is true and complete.

Project Name Mountain View Apartments

Owner's Name Gunnison County Housing Authority

Owner's Signature _____ **Date:** _____

Name and Title of Authorized Representative of HUD

(Print) Matthew Birnie, Gunnison County Manager

Signature  **Date:** 9-1-2023

Warning: Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to: (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R parts 24, 28 and 30.

**OWNER'S CERTIFICATION AS TO COMPLIANCE WITH TENANT
COMMENT PROCEDURES IN 24 CFR 245**

Project Name Mountain View Apartments

FHA or Contract Number. CO99H001099

Acting on behalf of the Gunnison County Housing Authority, the ownership entity, I certify that project management has taken all of the actions listed below:

1. Distributed a Resident Notification in the form and manner required by 24 CFR 245;
2. Took reasonable steps to assure that any posted Notices remained intact and in legible form for the full comment period required by 24 CFR 245;
3. Made all materials submitted to the local HUD office concerning the proposal available during normal business hours, in a place that was reasonably convenient to the residents, which reside in the property.
4. Honored any request made by the residents or their authorized representatives to inspect and/or copy those materials;
5. Reviewed and evaluated all comments received from the residents or their authorized representatives; and
6. Prepared and submitted to the local HUD office, a written evaluation of the comments.

I also certify that to the best of my knowledge, all information submitted concerning the conversion of units is true, correct and complete.

Warning: 18 U.S.C. 1001 provides, in part, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States shall be fined not more than \$10,000 or imprisoned for not more than 5 years, or both.

Signed by:
Matthew Birnie

Name
County Manager

Title 

Signature

9-1-2023
Date

UEI Number and CCR Registration Certification

This is to certify that:

Gunnison County Housing Authority, NSN9FAGKEDJ9

(Owner Name and UEI Number)

Gunnison County Colorado, NSN9FAGKEDJ9

(Global Parent Owner Name and UEI Number)

Gunnison County Colorado

(Global Parent Legal Business Name)

Gunnison County Colorado

(CCR Legal Business Name)

N/A

(Doing Business As)

In conjunction with the following Section 8 or Project Rental Assistance Contract, as of April 12th, 2023 has received CCR registration and the following UEI number in accordance with Notice H 2012-6:

Section 8 Project Based Contract Number: CO99H001099

UEI Number: NSN9FAGKEDJ9

I certify that the information contained herein was examined by me and to the best of my knowledge and belief is true, correct and complete. Warning: HUD will prosecute false claims and statements.

Conviction may result in criminal and/or civil penalties

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)



(Signature and Title of Project Owner)

9-1-2023

(Date)

Matthew Birnie
Gunnison County Manager

OCAF Rent Adjustment Worksheet

U.S. Department of Housing
and Urban Development
Office of Housing

OMB NO. 2502-0587 (exp. 11/30/2017)

Multifamily Section 8 Contracts

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Title V of the Departments of Veterans Affairs and Housing and Urban Development and Independent Agencies Appropriations Act of 1988 (P.L. 106-65, 111 Stat. 1384) authorizes the FHA Multifamily Housing Mortgage and Housing Assistance Restructuring Program. HUD implemented a statutory permanent program directed at FHA-insured multifamily projects that have project-based Section 8 contracts with above-market rents. The information collection is used to determine criteria eligibility of FHA-insured multifamily properties for participation in the Mark to Market program and the terms on which participation should occur. The purpose of the program is to preserve low-income rental housing affordability while reducing the long-term costs of Federal rental assistance. While no assurances of confidentiality are pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Mountain View Apartments

Project Name:

317 N. Spruce Gunnison CO 81230

Project Address:

Gunnison County Housing Authority

Project Owner

101-35339

NSN9FAGKEDJ9

FHA Project No.

28

DUNS Number

28

Total Units in Project:

#####

Total Section 8 Units In Project

Date of Submission:

Date Received by HUD:

Step 1:

Calculate the current Section 8 Rent Potential for EXPIRING contracts

(A)	(B)	(C)	(D)
Unit Type and Contract and/or Stage	# of Units	Current Section 8 Contract Rents	Current Section 8 Rent Potential (B x C)
1 BR	25	773	19,325.00
2 BR	3	936	2,808.00
			0.00
			0.00
			0.00
			0.00
			0.00

(E) Monthly Expiring Section 8 Contract Rent Potential
(Total of column D)

22,133.00

(F) Annual Section 8 Rent Potential for Expiring Contracts
(E x 12)

265,596.00

Step 2:

Calculate Increase Factor Adjusted by OCAF for Expiring contracts

(G)	Total Annual Rent Potential For Non-Expiring Section 8 Contracts	0.00
(H)	Total Annual Rent Potential For Non-Sec. 8 Units	0.00
(I)	Total Annual Project Rent Potential (F + G + H)	265,596.00
(J)	Expiring Section 8 Portion of Total Project Rent Potential (F ÷ I)	1.00
(K)	Total Annual Project Debt Service	70,625.00
(L)	Annual Expiring Section 8 Share of Debt Service (J x K)	70,625.00
(M)	Annual Expiring Section 8 Potential Less Expiring Sec. 8 Share of Debt Service (F - L)	194,971.00
(N)	OCAF Adjustment	1.059
(O)	Annual Expiring Section 8 Rent Potential Attributed to Operations Multiplied by Published OCAF (M x N)	206,474.29
(P)	Adjusted Contract Rent Potential (L + O)	277,099.29
(Q)	Lesser of (P) or Comparable Rent Potential From Rent Comparability Study	277,099.29
(R)	Increase Factor (Q ÷ F)	1.043

Step 3:

Calculate OCAF Adjusted contract Rent Potential for Expiring Section 8 contracts ONLY

(S)	(T)	(U)	(V)	(W)	(X)
Unit Type and Contract and/or Stage	# Units	Current Contract Rents	OCAF Adjusted Rent (R x U)	Annual Adjusted Rent (V x 12)	Adjusted Annual Rent Potential (T x W)
1 BR	25	773	806	9672	241800
2 BR	3	936	977	11724	35172
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0

(Y) Annual Adjusted Rent Potential of the Expiring Contracts(s)

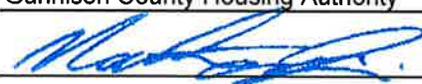
(total Column X):

276,972

I (We) hereby certify that the statements and representations contained in or accompanying this instrument are true, accurate and complete to the best of my (our) knowledge and belief.

Project Name: Mountian View Aparments

Owner's Name: Gunnison County Housing Authority

Owner's signature:  Date: 9-1-2023

WARNING: Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to: (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R parts 24, 28 and 30.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Federal Aviation Administration Airport Improvemen

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Federal Aviation Administration

Term Begins:

Term Ends:

Grant Contract #: 3-08-0030-063-2023

Summary:

This is a draft agreement with the FAA to provide federal funding to reconstruct the General Aviation Apron-Phase 1.

Fiscal Impact: FAA: \$1,000,000; CDOT: \$55,555; Local: \$55,556

Submitted by: Stephanie Petsch

Submitter's Email Address: spetsch@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 8/18/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 8/18/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 8/18/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 8/31/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/5/2023



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

August 22, 2023

Mr. Jonathan Houck
Chair, Board of County Commissioners
200 E. Virginia
Gunnison, Colorado 81230

Dear Commissioner Houck:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0030-063-2023 at Gunnison-Crested Butte Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 14, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Paulette Lugo, (303) 342-1256, paulette.lugo@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



John P. Bauer
Manager, Denver Airports District Office



U.S. Department of Transportation
Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 22, 2023	
Airport/Planning Area	Gunnison-Crested Butte Regional Airport	
FY2023 AIP Grant Number	3-08-0030-063-2023	[Contract No. DOT-FA23NM-1105]
Unique Entity Identifier	NSN9FAGKEDJ9	

TO: County of Gunnison, Colorado
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 15, 2023, for a grant of Federal funds for a project at or associated with the Gunnison-Crested Butte Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Gunnison-Crested Butte Regional Airport (herein called the "Project") consisting of the following:

Reconstruct General Aviation Apron (phase I-construction)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project

Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,000,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 \$ 0 for planning;
 \$ 1,000,000 airport development or noise program implementation; and,
 \$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. **Period of Performance:**
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. **Budget Period:**
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
 - c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 14, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request,

all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - c. Remedy and Enforcement Authority.
 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling

more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

29. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
30. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
31. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
 - a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available,

i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

- ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

32. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
33. **Buy American Executive Orders**. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

John P Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

COUNTY OF GUNNISON, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The County of Gunnison, Colorado, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”**
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of August 15, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Re-Approval Following Budget Reallocations without

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

updated budget on grant contract - no change to total dollar amount or contract language.

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 9/1/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/1/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 9/1/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 9/5/2023

STATE OF COLORADO DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

CMS #: 24 IBEH 183800	eClearance#: 2309117
State Agency Colorado Department of Human Services Behavioral Health Administration	Contractor Gunnison County Contractor's State of Incorporation: Colorado
Contract Maximum Amount Initial Term State Fiscal Year 2024 \$721,511.00 Extension Terms None Maximum Amount for All Fiscal Years \$721,511.00	Contract Performance Beginning Date The later of the Effective Date or July 1, 2023 Initial Contract Expiration Date June 30, 2024 Except as stated in §2.D , the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: American Rescue Plan Act Grant, C.F.D.A. 21.027	Options The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes

<p>Insurance Contractor shall maintain the following insurance if indicated with “Yes,” as further described in §10:</p> <p>Worker’s Compensation: Yes General Liability: Yes Automobile Liability: Yes Protected Information: Yes Professional Liability Insurance: Yes Cyber/Net. Security-Privacy Liability Insurance: No Crime Insurance: No</p>	<p>Miscellaneous Authority to enter into this Contract exists in: C.R.S. 27-60-402. Law-Specified Vendor Statute (if any): NA Procurement Method: Request for Proposals (RFP) Solicitation Number (if any): IBEH 2023000168</p>
<p>State Representative</p> <p>Stephen Peng, Chief Financial Officer Behavioral Health Administration 701 S. Ash Street, Unit C140, Denver, CO 80246 303-874-8532 stephen.peng@state.co.us</p>	<p>Contractor Representative</p> <p>Perry Solheim, Chief Financial Officer Gunnison County 200 E. Virginia Ave., Gunnison, CO 81230 970-641-2203 psolheim@gunnisoncounty.org</p>

<p>Exhibits The following Exhibits are attached and incorporated into this Contract:</p> <ul style="list-style-type: none"> Exhibit A - Statement of Work Exhibit B - Budget Exhibit C - Miscellaneous Provisions Exhibit D - HIPAA Business Associates Addendum / QSOA Exhibit E - Supplemental Provisions for Federal Awards Exhibit F - SLFRF Subrecipient Provisions Exhibit - CDHS
<p>Contract Purpose To establish and expand services to divert and deflect individuals with behavioral health needs away from the criminal justice system and into appropriate treatment.</p>

Signature Page Begins On Next Page

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK



THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p align="center">CONTRACTOR Jonathan Houck, Chairperson Gunnison County Commissioners</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director</p>
<p align="center">By: Jonathan Houck, Chairperson Gunnison County Commissioners</p> <p align="center">Date: _____</p>	<p align="center">By: Michelle Barnes, Interim Commissioner, Behavioral Health Administration</p> <p align="center">Date: _____</p>
<p align="center">2nd State or Contractor Signature if Needed</p> <p align="center">By: Name & Title of Person Signing for Signatory</p> <p align="center">Date: _____</p>	<p align="center">LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p align="center">By: _____ Assistant Attorney General</p> <p align="center">Date: _____</p>

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Andrea Eurich/Toni Williamson

Effective Date: _____

-- Signature and Cover Pages End --

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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State's Option

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

D. End of Term Extension

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

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

N. “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

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

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

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

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

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

v. Option to Increase Maximum Amount

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

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

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

B. Litigation Reporting

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

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

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

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

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor’s performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor’s performance in a manner that does not unduly interfere with Contractor’s performance of the Work.

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or



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

D. Incident Notice and Remediation

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

E. Data Protection and Handling

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

F. Safeguarding PII

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

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

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

10. INSURANCE

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

A. Workers' Compensation

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

B. General Liability

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

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Automobile Liability

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

D. Protected Information

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

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

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.
- iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
- iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

E. Professional Liability Insurance

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

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

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

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

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

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

H. Additional Insured

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

I. Primacy of Coverage

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

J. Cancellation

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

K. Subrogation Waiver

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

L. Public Entities

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

M. Certificates

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

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

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach of Contract

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

a. Obligations and Rights

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

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Intellectual Property

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

B. Contractor's Remedies

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

13. STATE'S RIGHT OF REMOVAL

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

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

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

the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

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

ii. Patents

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

iii. Assignments and Assistance

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

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software, (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, “State Materials”). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor’s obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

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

applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

18. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor’s subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. HIPAA Business Associate Agreement (if any).
- ii. Federal Provisions (if any).
- iii. Colorado Special Provisions in §19 of the main body of this Contract.
- iv. Information Technology Provisions Exhibit (if any).
- v. The provisions of the other sections of the main body of this Contract.
- vi. PII Certification (if any)
- viii. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

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

M. Severability

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

N. Survival of Certain Contract Terms

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

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq. C.R.S.

(Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

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

Q. Waiver

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

R. CORA Disclosure

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

S. Standard and Manner of Performance

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

T. Licenses, Permits, and Other Authorizations.

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

U. Indemnification

i. Applicability

This entire §18.U does not apply to Contractor if Contractor is a “public entity” within the meaning of the GIA.

ii. General Indemnification

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

iii. Confidential Information Indemnification

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

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, “IP Deliverables”), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor’s obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor’s subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

V. Accessibility

- i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*,

C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the Governor’s Office Of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

- ii. Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor’s failure to comply with §§24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.
- iii. The State may require Contractor’s compliance to the State’s Accessibility Standards to be determined by a third party selected by the State to attest to Contractor’s Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

W. Other

- i. Compliance with State and Federal Law, Regulations, & Executive Orders

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements

between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State’s Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State’s Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

D. Discrimination

Contractor shall not:

- i. discriminate against any person on the basis of gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any other identity.
- ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

- i. submit to and successfully pass a criminal background check, and
- ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

21. THIRD PARTY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S, if Contractor is to be granted access to Personal Identifying Information through a database or automated network that is not publicly available information, Contractor certifies, and will certify annually, under penalty of perjury that Contractor has not and

will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

If Contractor's agents, employees, assigns or Subcontractors require certification pursuant to § 24-74-105, C.R.S., Contractor shall require annually that its agents, employees, assigns or Subcontractors sign and date the following certifications as applicable, which shall be made available to the State upon request:

For an individual: *Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*

For and entity/organization: *Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

REST OF PAGE INTENTIONALLY LEFT BLANK



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	Option Contract Number Insert CMS number or Other Contract Number of this Option
Initial Term State Fiscal Year 20xx \$0.00	Contract Performance Beginning Date Month Day, Year
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	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 1E: 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.

<p>STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE</p> <p><u>SAMPLE ONLY – DO NOT SIGN</u> By: Name & Title of Person Signing for Agency or IHE</p> <p>Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER</p> <p><u>SAMPLE ONLY – DO NOT SIGN</u> Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>
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**Exhibit A - Statement of Work
Criminal Justice Early Intervention Microgrants**

**Article 1
Purpose and Background**

1.1 Purpose

Senate Bill (SB) 22-196 establishes the early intervention, deflection, and redirection from the criminal justice system for people with behavioral health needs. The Behavioral Health Administration (BHA) will provide grants to local governments, federally recognized Indian tribes, health-care providers, community-based organizations, and nonprofit organizations to fund programs and strategies that prevent people with behavioral health disorders from becoming involved with the criminal justice system or further penetrating into the criminal justice system and redirect individuals with behavioral health needs from the criminal justice system to appropriate community-based treatment and support services. Local law enforcement agencies are eligible for a grant solely for the purpose of developing or expanding a co-responder community response program, as defined in section C.R.S. 24-32-3501 (8).

1.2 Background

In response to SB 22-196, the Behavioral Health Administration (BHA) is using a Request for Application (RFA) solicitation for the “Early Intervention, deflection, and redirecting from the criminal justice system Grant Program”, as established in section C.R.S. 27-60-402. ([SB 22-196 Bill Text: https://leg.colorado.gov/sites/default/files/20](https://leg.colorado.gov/sites/default/files/20))

**Article 2
Definitions and Acronyms**

Behavioral Health Administration or (BHA) means the Behavioral Health Administration established in C.R.S.27-60-203.

"Local government" means a county, municipality, city and county, or local education provider.

Statement of Work (**SOW**)

**Article 3
Activities and Services**

3.1 Allowable Activities: This grant program provides funding to eligible local governments, federally recognized Indian tribes, health-care providers, community-based organizations, and nonprofit organizations programs and strategies that include, but are not limited to:

- a. Supporting, creating, or expanding pre-arrest early intervention programs, including community-based alternative response programs described in SB 22-1281 and C.R.S. 24-32-3501 (8).
- b. Supporting, creating, or expanding co-responder community response, as defined in SB 22-1281, and C.R.S. 24-32-3501 (8).
- c. Fund enhanced staffing, facility improvements, or security measures for existing crisis walk-in centers, crisis stabilization units, mobile crisis services, or crisis respite services, as described in C.R.S. 27-60-103 (1)(b), and withdrawal management programs at facilities approved pursuant to C.R.S Article 81 of Title 27.
 - i. A crisis walk-in center must use a grant award to enable the crisis walk-in center to accept all behavioral health related first responder drop-offs and provide crisis receiving and stabilization services.
 - ii. Grants awarded for crisis stabilization units, mobile crisis services, crisis respite services, and withdrawal management programs must be used to provide crisis receiving and stabilization services.
- d. Demonstrate the collaboration between community-based organizations and court-appointed counsel who represent indigent clients to facilitate behavioral health screening and assessment and to help clients access behavioral health and other supportive services, particularly during early stages in a criminal proceeding.
- e. Exhibit comprehensive service delivery, including models where multiple partners co-locate or create new resource centers, to ensure swift connection to and receipt of social support services including, but not limited to, counseling, job placement services, housing navigation assistance and support, benefits enrollment, family counseling, substance use treatment, case management services, peer support, and other supportive services. To receive a grant for comprehensive service delivery, the applicant must demonstrate collaboration with local partners that will provide social support services as part of the comprehensive service delivery.
- f. Comprehensive pre-release planning for individuals in a jail or prison with behavioral health needs, to prevent reincarceration.
- g. Support, create, or expand programs to help people who have a pending municipal criminal case attend their court dates and avoid jail for non-appearance, such as through court reminders, ride assistance, or other supportive interventions. A program that operates with grant money must serve a substantial number of people with behavioral health needs.
- h. Establish and operate, or fund an existing, mobile medication-assisted treatment (MAT) unit.

- i. Other innovations or programs aimed at deflecting, redirecting, or otherwise preventing people with behavioral health needs from further penetrating into the criminal justice system.
- j. Provide technical assistance and capacity-building, as identified by the applicant as a component of the program, to support delivery of evidence-based or evidence-informed services along the behavioral health continuum of care.
- k. Capital expenditures related to providing the treatment and services described in subsection (2) of SB 22-196.
 - i. If making capital purchases, the vendor shall track and be able to identify grant-purchased capital assets separate from their own non-grant related capital assets. The Contractor is required to contact and confirm with the BHA in any circumstance where they intend to dispose of the asset(s).

3.2 Work Plan

- a. The Grant Application submitted in the RFA shall also serve as a work plan to be used along with this SOW and followed upon execution of the contract to monitor the grant project performance. The activities and services identified in the Grant Application/ work plan are incorporated into this Contract by reference.
- b. The activities and services identified in the Work Plan will be incorporated into this Contract by reference.
- c. The Contractor shall meet with BHA quarterly to review progress on the work plan.
- d. Communications about project progress and quality, including but not limited to meetings, emails, and onsite visits, shall be expected, and reasonably accommodated by the Contractor.
 - i. The Contractor shall respond to communications within three (3) business days.

3.3 Annual Report. Contractor shall submit an annual report by June 15, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us.

3.4 Final Report. Contractor shall submit an annual report by December 15, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us

3.5 Quarterly Expenditures Report. The Contractor shall provide the State with information about actual expenditures quarterly in the Expenditures Report template provided by BHA. The report is due to CDHS_BHAdeliverables@state.co.us on the last working day of the month following the end of the quarter (i.e., the last day of October, January, and April) and by July 20th to close the year (contingent upon contract renewal for following fiscal year).

3.6 Law Enforcement Agency Statutory Reporting. If Contractor is the Colorado state patrol or another local law enforcement agency that employs peace officers, it must submit reports to

the Division of Criminal Justice in accordance with C.R.S. 24-31-903(2).

Each grant recipient shall submit a report to the BHA following the expiration of the grant term.

The report must include:

- a. Information about the use of the grant award, including the program operated with the grant award and the number of individuals the program diverted or redirected from the criminal justice system.
- b. The number of individuals served through the program who may have come into contact with the criminal justice system.
- c. The number of individuals referred by the program to treatment; and
- d. Whether the recipient is continuing the program and any other information requested by the state department.

Each grant recipient shall comply with the compliance, reporting, record-keeping, and program evaluation requirements established by the office of state planning and budgeting and the state controller in accordance with C.R.S. 24-75-226 (5).

Article 4 Minimum Qualifications

- 4.1 Contractor shall contract with BHA licensed facilities and/ or Licensed individuals, (i.e., Licensed Professional Counselor (LPC), Licensed Addiction Counselor (LAC), Licensed Clinical Social Worker(LCSW)), and any other applicable license to practice psychotherapy in the state of Colorado.
- 4.2 Contractor shall assure that subcontractors will use the Standardized Offender Assessment-Revised (SOA-R) to accurately assess each client for the most appropriate level of care.

Article 5 Deliverables

- 5.1 Criteria for Acceptance of Deliverables
 - a. The BHA will review the Contractor's deliverables in accordance with all specifications stated in this SOW and the Grant Application work plan. Deliverables and overall performance will be monitored, tracked, inspected, and accepted or rejected by the Program Manager and designated State personnel.
 - b. The acceptance of deliverables and satisfactory work performance required herein shall be based on the timeliness, accuracy, and standards as specified in the requirements of this statement of work and the Grant Application work plan.
 - c. Invoice payment is contingent upon timely receipt and approval of required program and fiscal deliverables. Missed or incomplete deliverables will result in an immediate withhold of payment until deliverables are submitted and accepted by the program.

5.2 When submitting reports please briefly describe the metrics you are using for the Reports and Deliverables to demonstrate the impact of your grant on the populations you serve. This may include the specific data points, tools, process, and frequency with which data will be collected and reported.

5.3 Deliverables Table

Deadline	Article where Assigned	Deliverable (emailed to cdhs_BHAdeliverables@state.co.us)
Within ten (10) days following each quarter ended September, December, March, and June	SOW, Article 6	State and Local Fiscal Recovery Funds (SLFRF) Subrecipient Quarterly Report
June 15, 2024	SOW, Article 3.3	Annual Report
December 15, 2024	SOW, Article 3.4	Final Report

*Deadlines occurring after June 30, 2024, are contingent upon contract renewal.

**Deadlines can be changed administratively.

**Article 6
Performance Outcome Measures**

6.1 Contractor shall measure the metrics identified in the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Subrecipient Quarterly Report, as may be amended, on a template to be distributed by the BHA. The SLFRF Subrecipient Quarterly Report is due to cdhs_BHAdeliverables@state.co.us 10 days following the end of each quarter.

**Article 7
Capital Project Requirements**

7.1 If making capital purchases, the Contractor shall track and be able to identify grant-purchased capital assets separate from their own non-grant related capital assets. The Contractor is required to contact and confirm with the BHA in any circumstance where they intend to dispose of the asset(s).

- a. Contractor may obtain, or renovate a facility to house the programming, or purchase capital assets under this grant if included in the approved budget.
- b. For capital projects or investments exceeding \$50,000, Contractor shall draft a capital investment work plan and detailed budget for the expansion or renovation project identifying timelines, necessary zoning, licensing, fire safety, and budgetary execution milestones due 30 calendar days after contract / amendment execution initiating this work by email to cdhs_BHAdeliverables@state.co.us.
- c. Contractor shall coordinate monthly progress calls with the BHA Program Manager regarding the project management timeline and any barriers to completing the project on-time.
- d. Contractor shall notify BHA Program Manager when the capital project is delayed from the agreed upon project work plan. Contractor must receive approval for initiating next steps with a delayed project work plan. Contract must also revise and receive approval for the work plan to accommodate the change in schedule.
- e. Contractor agrees to allow BHA to conduct site visits as necessary.
- f. At the end of each state fiscal year, and at final closeout, the contractor shall provide a property inventory report, in a format provided by BHA, within 30 days by email to cdhs_BHAdeliverables@state.co.us.
- g. Contractor shall provide proof of acceptance and/or operability of the capital investment prior to receipt of final payment for capital item.
- h. During the period of performance, a subrecipient may use property, supplies, or equipment purchased with SLFRF for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the eligible use requirements.
- i. If a recipient changes the use of an asset to an ineligible use or sells the asset prior to the end of the period of performance, then the recipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315.
- j. After the period of performance, the property, supplies, or equipment must be used consistent with the purpose for which it was purchased or for any other eligible purpose in the same category.
- k. If an asset's use shifts within the parameters of the eligible purpose, according to the U.S. Department of Treasury, after the period of performance, no repayment would be required.
- l. If an asset's use shifts outside the parameters of the eligible purpose, according to the U.S. Department of Treasury after the period of performance, then the subrecipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315. Contact BHA Fiscal officials for disposition instructions for items with a per unit fair market value of \$5,000 or more at time of disposition.
- m. Recipients are responsible for being able to substantiate their determinations on whether the use of an asset is authorized and maintain a record of that determination in accordance with the requirements set forth in the financial assistance agreement accepted in connection with their award. Subrecipients are not required to seek or obtain the approval of Treasury prior to changing the use within the parameters of the authorized purpose.

- n. The Contractor shall maintain property records for the duration of the award and at minimum three (5) years after final report which at a minimum include:
 - i. a description of the property
 - ii. a serial number or other identification number
 - iii. the source of funding for the property (including the FAIN)
 - iv. who holds title
 - v. the acquisition date(s)
 - vi. cost of the property
 - vii. percentage of Federal participation in the project costs for the Federal award under which the property was acquired.
 - viii. the location, use and condition of the property.
 - ix. Any ultimate disposition data including the date of disposal and sale price of the property.



COLORADO
Behavioral Health
Administration

EXHIBIT B, FY24 ANNUAL BUDGET

Capacity Budget Template					
BHA Program	SB22-196 CRIMINAL JUSTICE EARLY INTERVENTION GRANT				
Contact Information					
Agency Name	Gunnison County		Program Contact Name, Title	Kari Commerford, Director of Juvenile Services	
			Phone	970-642-7393	
			Email	kcommerford@gunnisoncounty.org	
Budget Period	07/01/2023 - 06/30/2024		Fiscal Contract Name, Title	Jody Wise, Accountant	
			Phone	970-641-7679	
			Email	jwise@gunnisoncounty.org	
Project Name	Juvenile Services/Criminal Justice		Date Completed	12/28/2022	

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

EXPENDITURE CATEGORIES					
Personnel Services: Salary/Benefits					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from BHA
Director	The Director of Juvenile Services will ensure program implementation, reporting and sustainability of programming	\$ 125,630.00	\$15.00	10%	\$ 12,564.50
Personnel Services-Hourly Employees					Annual Budget
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from BHA
Bi-lingual Early Intervention Case Manager	Bi-lingual early intervention case manager will provide direct services to youth who are diverted from the criminal justice system and will provide screening, assessment, connection to community support and mental health services and partnership with the school to increase attendance and decrease school-behavioral incidents.30hrs.wk	\$ 32.00	\$8.00	1560.00	\$ 62,400.00
Restorative Justice Lead	The Restorative Justice will facilitate the Restorative Process with individuals involved in the Diversion program, school based restorative needs, and community referred restorative needs. 20hrs. Wk.	\$ 32.00	\$8.00	1040.00	\$ 41,600.00

Early Intervention Program Manager	The Early Intervention Program Manager will programatically manage with Bi-lingual Early Intervention program manager and Restorative Justice/Wraparound Lead and will Coordinate the Creative Solutions problem solving team for youth in conflict. 8 hrs. wk	\$ 48.00	\$10.00	520.00	\$ 30,160.00
Case Manager	Case Management to support youth in conflict – position description and job related duties will be specified by the Creative Solutions team. This position will serve youth and families who do not reach the leave of child protection involvement and are not willingly participating in the Family Advocacy Support Team or Wraparound Services.	\$ 30.00	\$5.00	1040.00	\$ 36,400.00
Total Personnel Services (including fringe benefits)					\$ 183,124.50
Client Costs					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA	
Client Testing	Cost of drug testing for baseline analysis and one additional test per diversion program. 8 youth served.	\$ 50.00	8	\$ 400.00	
Total Client Costs					\$ 400.00
Contract/Consultants Services (Subawards & Subcontracts)					Annual Budget
Name	Description of Work	Rate	Quantity	Total Amount Requested from BHA	
Gunnison Valley Mentors - Plus Mentor	Plus Mentoring will be offered to youth who are identified as high need for increased protective factors due to risk of multi-system involvement, youth in conflict or adverse childhood experiences.	\$ 30.00	2080	\$ 62,400.00	
Willow Bay Counseling - Psychoeducation	Psychoeducation for individuals and families who are at a higher need for services beyone the Restorative process and those involved in the Juvenile Services department to address mental health needs and divert from the criminal justice system 4 session per youth for 10 youth	\$ 100.00	40	\$ 4,000.00	
Mobile Crisis -Peer	Peers to support mobile crisis and legislative changes (30 hours a week)	\$ 42.00	1560	\$ 65,520.00	
Total Contract Services					\$ 131,920.00
Occupancy					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA	
Janitorial Services	Janitorial Services for the Juvenile Services Department "Blue House" to serve youth in a truama-informed way - services will be provided outside of the Gunnison County Courthouse.	\$ 425.00	12	\$ 5,100.00	
Total Occupancy					\$ 5,100.00
Operating					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA	
Law Enforcement support moblie crisis	Updated Motorola hand held radios for Gunnison Sherrif , Police department and Dispatch to increase communication to moblie crisis and increase safety for officers and community.	\$ 4,500.00	52	\$ 234,000.00	
Telephone	\$35 per month for 2 staff for hand held device - no office phones. \$420/annual x 2	\$ 420.00	2	\$ 840.00	

Computer	\$2,500 annual cost for computer and IT services for 2 computers	\$ 2,500.00	2	\$ 5,000.00
Mileage	In-state travel for local, regional and state meetings to address the behavioral health needs of individuals involved in the criminal justice system and to diveret individuals from the criminal justice system. 200mi/month	\$ 0.55	5000	\$ 2,750.00
Training Costs	Costs to cover community member training cost for foster care certification, Trust Based Relational Intervention, Restorative Practices and Trauma-informed Care or youth specific training. 5 community members	\$ 2,500.00	7	\$ 17,500.00
Facilitator	Cost to cover creative solutions facilitator - travel, per diem and consulting fee 3 meetings @ \$5,000 each	\$ 15,960.50	1	\$ 15,960.50
988 Crisis line	Funds to cover the cost for law enforcement and emergency services to add 988 crisis services of vehicles	\$ 35,000.00	1	\$ 35,000.00
Total Operating				\$ 311,050.50
Capital Costs				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
Renovations	Funds to support renovations for Behavioral Health services to be co-located at the old library location. This space will provide ease of access for basic need support for individuals with behavioral health needs. This will also allow for Grasp, GCSAPP and the Health Coalition to meet	\$ 89,565.50	1	\$ 89,565.50
Trauma informed space	Funds to increase juvenile services capacity to serve youth in a space outside of the courthouse. Cost to update garage and basement and first floor level of the building to support youth services	\$ 30,000.00	1	\$ 30,000.00
Total Capital Costs				\$ 119,565.50
TOTAL DIRECT COSTS (TDC)				\$ 751,160.50
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200				
Subaward in excess of \$25,000				\$ 77,920.00
Rent				
Equipment (over \$5000)				
Other Unallowable Expenses (not allowed a direct cost) such as land, real estate purchase, etc.				\$ 119,565.50
Total Expenses per OMB 2CFR § 200				\$ 197,486.00
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$ 553,674.50
Indirect Costs				Annual Budget
Item	Description of Item	Percentage	Total Amount Requested from BHA	
Indirect Costs	10% indirect	10%	\$ 55,367.45	
Total Indirect				\$ 55,367.45
Grand Total Expenses				\$ 806,528.00

Match Requirement Chart: Size of Organization & Award amount

Match Requirement	Organization Annual Budget Size	Percentage Match Requirement on grant award	SELECT YOUR MATCH AMOUNT
large org.	\$20,000,000 or more	5%	

Exhibit C Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

D. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (<http://www.colorado.gov/ladders>) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

F. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. The Contractor shall comply with all the provisions and requirements of RFP IBEH 2023000168.

H. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency (“Continuity of Operations Plan” or “Plan”).
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
 - a. As part of the BHA/Contractor communication during the emergency,

Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.

- b. Contractor and BHA will agree in writing when the emergency is sufficiently resolved and agree to a closeout period that is four weeks or less.
- c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

I. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (<https://thinkculturalhealth.hhs.gov>) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_BHAdeliverables@state.co.us by August 31 annually:
 - a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
 - b. Submit a completed CLAS checklist that follows this HHS format: <https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf>

- J. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational

new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

K. Monitoring Requirements

If the Contractor is a subrecipient of federal funds, the Contractor shall comply with monitoring requirements indicated by the Contractor's risk level determined by the subrecipient risk assessment form completed by Contractor, which may include but are not limited to:

- Monthly/quarterly monitoring calls
- Invoice supporting documentation - e.g., timesheets, logs of travel, or wraparound service costs.
- Routine programmatic reports
- Technical assistance and training
- Site visits

II. Use of Subcontracts.

- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
- B. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.
- C. Any subcontract for services must include, at a minimum, the following:
1. A description of each partner's participation
 2. Responsibilities to the program (policy and/or operational)
 3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
 4. A copy of this Contract and all its terms and conditions.
- D. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_BHAdeliverables@state.co.us within 30 days of subcontract execution.
- E. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.
- F. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

III. Financial Requirements

A. Funding Sources

The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget."** **If federal grant dollars,** the Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Program Income

Program income generated through grant funded programs are additive funding that must be utilized for a consistent purpose as outlined in 2 CFR 200.307(e)(2). If Contractor charges and receives fees for services, or otherwise receives income associated with the sponsored program, this is considered program income and is required to be tracked and managed in accordance with the conditions of the award.

C. Budget Reallocations

1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

D. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA. Contractor shall comply with the invoicing instructions contained within the invoice template.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.



EXHIBIT D

HIPAA BUSINESS ASSOCIATE / 42 PART 2

QUALIFIED SERVICE ORGANIZATION AGREEMENT

This HIPAA Business Associate/42 Part 2 Qualified Service Organization Agreement (“Agreement”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the Contractor is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

1. PURPOSE

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

2. DEFINITIONS

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

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

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

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

- i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.
- i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
- iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

d. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

e. Impermissible Uses and Disclosures.

- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
- ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

f. Business Associate's Subcontractors.

- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

- ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
 - iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- g. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.
- h. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- i. Amendment of PHI.
 - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
 - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- j. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- k. Restrictions and Confidential Communications.
 - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
 - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
 - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- l. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

m. Audit, Inspection and Enforcement.

- i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

n. Appropriate Safeguards.

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

o. Safeguard During Transmission.

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

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

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is

required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
 - iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
 - iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.
- q. Business Associate's Insurance and Notification Costs.
- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - A. loss of PHI data;
 - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
 - ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
 - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
 - iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.
- r. Subcontractors and Breaches.
- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

- ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
- s. Data Ownership.
 - i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
 - ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

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

5. TERMINATION

- a. Breach.
 - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
 - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination.

- i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
- ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
- iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

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

7. LIMITATION OF LIABILITY

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

8. DISCLAIMER

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

9. CERTIFICATION

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

10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
 - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
 - iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
 - iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may

include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

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

13. SURVIVAL

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

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

1. PURPOSE

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

2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
 - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
 - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
 - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
 - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
 - i. Reserved.
 - ii. The Associate:
 - A. Acknowledges this agreement qualifies as a Qualified Service Organization Addendum as the agreement is between a Substance Abuse Program (“Program”) and a Qualified Service Organization as defined by 42 C.F.R. Part 2.

- B. Acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any information received from the Program identifying or otherwise relating to the patient in the Program (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2. Protected information encompasses protected health information (“PHI”) and references to PHI shall be understood to include protected information.
 - C. Agrees to resist any efforts in judicial proceeding to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse patient Records, 42 C.F.R. Part 2.
 - D. Agrees that if the Associate enters into a contract with any agent or subcontractor, the agent or subcontractor will agree to comply with 42 C.F.R. Part 2.
 - E. Agrees to ensure that any agent or subcontractor to whom the Associate provides protected information received from the Program, or creates or receives on behalf of the Program, agrees to the same restrictions and conditions that apply through this agreement to the Associate with respect to such information.
 - F. Agrees that redisclosure of protected information is prohibited unless permitted by 42 C.F.R. Part 2.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement.
- i. Reserved.

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 COLORADO GOVERNMENT**
- ii. Subrecipient Unique Entity ID number: **UEI #: NSN9FAGKEDJ9**
- iii. The Federal Award Identification Number (FAIN) is **SLFRP0126**;
- iv. The Federal award date is **May 18, 2021**.
- v. The subaward period of performance start date is **July 1, 2023** and end date is **June 30, 2024**;
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY24 ARPA	\$721,511.00	\$721,511.00	\$721,511.00

- vii. Federal award project description: **To establish and expand services to divert and deflect individuals with behavioral health needs away from the criminal justice system and into appropriate treatment.** The name of the Federal awarding agency is **Federal awarding agency**; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official is : Steven Fry, Division of Grants Management, SAMHSA, 7-1109, 1 Choke Cherry Road, Rockville, MD 20857, 240-276-1422, Steven.Fry@samhsa.hhs.gov;
- viii. The Catalog of Federal Domestic Assistance (CFDA) number 21.027, name is American Rescue Plan Act, and dollar amount is \$721,511.00.
- ix. This award **is not** for research & development;

- x. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
- 2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated **Exhibits E & F**.
- 3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **Exhibits A, B, C, and D**.
- 4) Subrecipient’s approved indirect cost rate is **10%**.
- 5) Subrecipient must permit CDHS and auditors to have access to Subrecipient’s records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and N/A.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **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 **Exhibit B**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS regarding the status of such funds upon request. Subrecipient’s obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient’s treasury or bank account. Subrecipient represents to CDHS that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient’s laws or policies.

1. DEFINITIONS.

- 1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1.1. “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 1.1.1.1. Awards may be in the form of:
 - 1.1.1.1.2. Grants;
 - 1.1.1.1.3. Contracts;

- 1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.1.1.5. Loans;
- 1.1.1.1.6. Loan Guarantees;
- 1.1.1.1.7. Subsidies;
- 1.1.1.1.8. Insurance;
- 1.1.1.1.9. Food commodities;
- 1.1.1.1.10. Direct appropriations;
- 1.1.1.1.11. Assessed and voluntary contributions; and
- 1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
 - 1.1.1.2. Award *does not* include:
 - 1.1.1.2.1. Technical assistance, which provides services in lieu of money;
 - 1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.1.2.3. Any award classified for security purposes; or
 - 1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
- 1.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4. “Unique Entity ID number” or “UEI” is the Unique Entity ID number established by the federal government in the Unique Entity ID System to uniquely identify a business entity. For more, see: www.sam.gov.
- 1.1.5. “Entity” means:
 - 1.1.5.1. If the source of funding is a Grant:
 - 1.1.5.1.1. a Non-Federal Entity;
 - 1.1.5.1.2. a foreign public entity;
 - 1.1.5.1.3. a foreign organization;
 - 1.1.5.1.4. a non-profit organization;
 - 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).

- 1.1.5.2. If the source of funding is not a Grant:
 - 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
 - 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.1.5.3. a foreign public entity;
 - 1.1.5.4. a domestic or foreign non-profit organization;
 - 1.1.5.5. a domestic or foreign for-profit organization; and
 - 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.13.2. Is not organized primarily for profit; and
 - 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, if the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent UEI Number” means the subrecipient parent organization’s 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
- 1.1.21.1. Salary and bonus;
 - 1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.24. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

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

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

- 3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. UEI. Contractor/Grantee shall provide its UEI number to its Prime Recipient, and shall update Contractor's/Grantee's information in www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. TOTAL COMPENSATION.

- 4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and
 - 4.1.2. In the preceding fiscal year, Contractor/Grantee received:
 - 4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
 - 4.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. REPORTING.

- 5.1. If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.

- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
 - 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
 - 7.1.1.1. Subrecipient UEI Number;
 - 7.1.1.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
 - 7.1.1.3. Subrecipient parent's organization UEI Number;
 - 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
 - 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
 - 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
 - 7.1.2.1. Subrecipient's UEI Number as registered in SAM.
 - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

- 8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

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

9. ACCESS TO RECORDS.

- 9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. SINGLE AUDIT REQUIREMENTS.

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

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

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

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

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

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

- 11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,”/”funding Contract”, the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

- 13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 13.2. A Contractor/Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14. EVENT OF DEFAULT AND TERMINATION.

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END



EXHIBIT F - SLFRF SUBRECIPIENT PROVISIONS

This Exhibit and the Appendices hereto apply regarding the use of State and Local Fiscal Recovery Funds (SLFRF) to comply with requirements established by the U.S. Department of Treasury and the Colorado Department of Personnel & Administration, Office of the State Controller re the Colorado Department of Human Services (CDHS).

This SLFRF Provisions Exhibit may supplement other Exhibit(s) to the instant Agreement. In the event that terms on prior Exhibit(s) to the instant Agreement conflict with this SLFRF Provisions Exhibit, this Exhibit shall control and take precedence.

The Contractor/Vendor/Other Agency entity with which the Colorado Department of Human Services (CDHS) is contracting per this Agreement may be referred to as “Subrecipient” herein, the designation per controlling law and mandates. This “Subrecipient” designation shall apply in this context notwithstanding prior definition(s) of any entity to this agreement as “Contractor” or any other title.

Subrecipient must agree to and comply with the terms of these SLFRF Provisions in order to receive and use these funds. Subrecipient shall execute not only the instant Agreement, but also specifically the Certification Agreement appendix to the instant Exhibit. A failure to also separately execute the Certification Agreement appendix hereto shall not relieve Subrecipient of the rules/obligations set forth herein; such a clerical error must be promptly remedied upon discovery by notifying the CDHS office/program contact, who can then assist with the logistics of mandatory signing, which shall retroactively apply.

In the event that Subrecipient is/was in receipt of SLFRF funding from CDHS prior to execution of the instant Exhibit, Subrecipient understands that its obligations set forth herein with regards to that funding shall retroactively apply.

The regulations and requirements surrounding receipt and use of SLFRF funding is an evolving subject matter as established by the U.S. Department of Treasury and put into established policy by the Colorado Department of Personnel & Administration, Office of the State Controller for use with CDHS Agreements. As such, Subrecipient agrees to execute any additional Agreements/Amendments as required by CDHS to establish and/or update these procedures. Subrecipient agrees to accept written notice from CDHS of updates to these requirements and to comply with same forthwith, even if prior to or without a formal Amendment to the Agreement to update this Exhibit or the rules/requirements established herein. Regardless, if CDHS requests that

Subrecipient execute an Amendment to formalize implementation of and/or acknowledgment of updates to this Exhibit, Subrecipient shall promptly comply.

Subrecipient agrees to stay abreast of and comply with the most current iterations of the requirements re SLFRF funding set forth on <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab).

APPENDIX 1 TO SLFRF EXHIBIT- BUDGET SUPPLEMENT

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in this Appendix will determine what is reported on as outlined in the all following Appendices to this Exhibit.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
PHI300	Criminal Justice Intervention, Detection & Redirection Grant Program	1.14 Other Public Health Services	\$721,511.00
Total			\$721,511.00

2. BUDGET BY FUNCTION

3. EXPENDITURE CATEGORY MODIFICATIONS

1.1 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab). *In no event may this be used to modify the overall total of this Agreement or otherwise any non SLFRF expenditures.*

APPENDIX 2 TO SLFRF EXHIBIT- FEDERAL PROVISIONS SUPPLEMENT

1. APPLICABILITY OF PROVISIONS.

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

- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury’s Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Expenditure Category (EC)” means the category of eligible uses as defined by the US Department of Treasury in “Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds” report available at www.treasury.gov.
 - 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

- 2.1.8. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- 2.1.9.2. Is not organized primarily for profit; and
- 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
- 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial

Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

- 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
- 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
- 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

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

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

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Grantee shall report as set forth below.
- 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Appendix 4 to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts**All Negative Economic Impacts Projects**

- a) Description of project structure and objectives
- b) Description of project’s response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning (*Federal guidance may change this requirement in July 2022*)
- b) Number of families served by home visiting (*Federal guidance may change this requirement in July 2022*)

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs (*Federal guidance may change this requirement in July 2022*)

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services (*Federal guidance may change this requirement in July 2022*)
- b) Number of affordable housing units preserved or developed (*Federal guidance may change this requirement in July 2022*)

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity**Payroll for Public Health and Safety Employees (EC 3.1)**

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay**All Premium Pay Projects**

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects**All Infrastructure Projects**

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
- i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
 - iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

- a) Program income earned and expended to cover eligible project costs

- 8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.
- 8.1.2.1. Subrecipient Unique Entity ID;
 - 8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.2.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
- 8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.
 - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
 - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
 - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
 - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
 - 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker

receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.7.1. For projects over \$10 million:

8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready

access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5– SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

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

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

10. ACCESS TO RECORDS.

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

11. SINGLE AUDIT REQUIREMENTS.

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

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

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

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

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

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

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

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

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

- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a “State of Colorado Agreement with Recipient of Federal Recovery Funds” Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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APPENDIX 3 TO SLFRF EXHIBIT- SUBRECIPIENT CERTIFICATION AGREEMENT

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto – Reporting Modification Form.

4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

Cost Sharing. Cost sharing or matching funds are not required to be provided by

7. Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.
9. Compliance with Applicable Law and Regulations.
 - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any

10. additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
 - a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
 - a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
 - b. The acceptance of this award by Subrecipient does not in any way establish

an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and

Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall

initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include

investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

APPENDIX 4 TO SLFRF EXHIBIT- SLFRF SUBRECIPIENT QUARTERLY REPORT REQUIREMENTS

1. **SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**
 - 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab).
 - 1.2 The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Establishing the Districts of Gunnison

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Resolution Establishing the Districts of the Gunnison County Commissioners as a result of the 2020 Federal Census.

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient SO 7/27/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/27/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/27/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/5/2023

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

RESOLUTION NO. 2023-_____

**A RESOLUTION ESTABLISHING THE
DISTRICTS OF GUNNISON COUNTY COMMISSIONERS
AS A RESULT OF THE 2020 FEDERAL CENSUS**

WHEREAS, Colorado Revised Statute § 30-10-306(1), as amended, provides that each county shall be divided into three compact districts by the Board of County Commissioners of the County of Gunnison, Colorado (“Board”); and

WHEREAS, Colorado Revised Statute § 30-10-306(4), as amended, provides that, after each federal census of the United States, each district shall be established, revised, or altered to assure that such districts shall be as nearly equal in population as possible based on such census and shall be completed by September 30 of the second odd-numbered year following such census; and

WHEREAS, the United States Bureau of the Census has completed the 2020 federal census, therefore requiring the Board to complete the revision or alteration of Gunnison County Commission districts on or before September 30, 2023; and

WHEREAS, Colorado Revised Statute § 30-10-306(5), as amended requires the Board of County Commissioners of the County of Gunnison, Colorado to conduct a public hearing on the proposed district boundaries at least thirty (30) days before adopting a resolution to change such boundaries; and

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado conducted such public hearing on July 18, 2023; and

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado has considered information and data received from the United States Bureau of the Census for the 2020 census and has, in addition, considered comments and input received at the aforementioned public hearing on the question of commissioner district boundaries;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that:

Section 1:

Commissioner's District 1 is hereby declared to be that portion of Gunnison County lying south and west of a line commencing at the point of intersection of the western-most boundary of Gunnison County with the Third Standard Parallel South, which is also the northern-most boundary of Township 51 North and the southern-most boundary of

Township 15 South;

Thence running along said line east to the boundary between Range 87 West and Range 88 West of the Sixth Principal Meridian;

Thence north along said boundary line to the southern-most boundary of Township 14 south;

Thence east along said line to the point of intersection with the Ohio Creek Road, being County Road #730, said point of intersection being located at or near the northwest corner of Section 1, Township 15 South, Range 87 West of the Sixth Principal Meridian;
Thence along the centerline of Ohio Creek Road in a southeasterly direction to the point of intersection with the centerline of Colorado State Highway #135;

Thence south along the centerline of Colorado State Highway #135 to the point of intersection with the centerline of Elizabeth Avenue in the City of Gunnison;

Thence west along the centerline of Elizabeth Avenue to the point of intersection with the centerline of Pine Street;

Thence south along the centerline of Pine Street to the point of intersection with the centerline of Leroy Avenue;

Thence west along the centerline of Leroy Avenue to the point of intersection with the centerline of Spruce Street;

Thence south along the centerline of Spruce Street to the point of intersection with the centerline of Arthur Avenue

Thence west along the centerline of Arthur Avenue to the point of intersection with the centerline of 12th Street;

Thence south along the centerline of 12th Street to the point of intersection with the centerline of Rio Grande Avenue;

Thence west along the centerline of Rio Grande Avenue to the point of intersection with the centerline of 10th Street;

Thence south along the centerline of 10th Street to the point of intersection with the centerline of Railroad Avenue;

Thence southwesterly along the centerline of Railroad Avenue to the point of intersection with the centerline of South 8th Street;

Thence north along the centerline of South 8th Street to the point of intersection with the centerline of Rio Grande Avenue;

Thence west along the centerline of Rio Grande Avenue to the point of intersection with the centerline of U.S. Highway #50;

Thence westerly along the centerline of U.S. Highway #50 to the point of intersection with the centerline of Gold Basin Road, being County Road #38;

Thence in a southerly direction along the centerline of Gold Basin Road, being County Road #38 extended, extended to the point of intersection with the boundary between Gunnison County and Saguache County.

Section 2:

Commissioner's District 2 is hereby declared to be that portion of Gunnison County lying east and south of a line commencing at the point of intersection between the boundary of Gunnison County and Saguache County with the centerline of Gold Basin Road, being County road #38 extended;

Thence northerly along the centerline of Gold Basin road extended to the point of intersection with the centerline of U.S. Highway #50;

Thence easterly along the centerline of U.S. Highway #50 to the point of intersection with the centerline of Rio Grande Avenue;

Thence east along the centerline of Rio Grande Avenue to the point of intersection with the centerline of South 8th Street ;

Thence south along the centerline of South 8th Street to the point of intersection with the centerline of Railroad Avenue;

Thence northeasterly along the centerline of Railroad Avenue to the point of intersection with the centerline of 10th Street;

Thence north along the centerline of 10th Street to the point of intersection with the centerline of Rio Grande Avenue;

Thence east along the centerline of Rio Grande Avenue to the point of intersection with the centerline of 12th Street;

Thence north along the centerline of 12th Street to the point of intersection with the centerline of Arthur Avenue;

Thence east along the centerline of Arthur Avenue to the point of intersection with the centerline of Spruce Street;

Thence north along the centerline of Spruce Street to the point of intersection with the

centerline of Leroy Avenue;

Thence east along the centerline of Leroy Avenue to the point of intersection with the centerline of Pine Street;

Thence north along the centerline of Pine Street to the point of intersection with the centerline of Elizabeth Avenue;

Thence east along the centerline of Elizabeth Avenue to the point of intersection with the centerline of Colorado State Highway #135;

Thence north along the centerline of Colorado State Highway #135 to the point of intersection with the centerline of County Road #730 also known as Ohio Creek Road;

Thence northwesterly along the centerline of County Road #730 to the intersection of that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line" the location of which is referenced in the documents identified in Appendix "A" attached hereto and incorporated herein;

Thence northerly along that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line", the location of which is referenced in the documents identified in Appendix "A", to the intersection of the centerline of County Road #749 also known as Alkali Road;

Thence east along the centerline of County Road #749 also known as Alkali Road; to the intersection of the centerline of Colorado State Highway #135;

Thence north along the centerline of Colorado State Highway #135 to the point of intersection with the centerline of the road known as Jack's Cabin Cutoff, being County Road/Forest Route #813;

Thence easterly along the centerline of Jack's Cabin Cutoff to the point of intersection with the centerline of Taylor River Road, being County Road/Forest Route #742;

Thence easterly along the centerline of Taylor River Road to the point of intersection with the centerline of Cottonwood Pass Road, being Forest Route #209;

Thence easterly along the centerline of Cottonwood Pass Road to the point of intersection with the Continental Divide, which is also the eastern boundary of Gunnison County.

Section 3:

Commissioner's District 3 is hereby declared to be that portion of Gunnison County lying north of a line commencing at a point on the easterly boundary of Gunnison County where the County line intersects with the centerline of the Cottonwood Pass Road, being Forest Route #209;

Thence westerly along the centerline of the Cottonwood Pass Road to the point of intersection with the centerline of the Taylor River Road, being County Road/Forest Route #742;

Thence westerly along the centerline of the Taylor River Road to the point of intersection with the road known as the Jack's Cabin Cutoff, being County Road/Forest Route #813;

Thence westerly along the centerline of the Jack's Cabin Cutoff to the point of intersection with the centerline of Colorado State Highway #135;

Thence south along the centerline of Colorado State Highway #135 to the point of intersection of the centerline of County Road #749 also known as Alkali Road;

Thence east along the centerline of County Road #749 also known as Alkali Road to that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line", the location of which is referenced in the documents identified in Appendix "A";

Thence southerly along that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line", the location of which is referenced in the documents identified in Appendix "A", to the point of intersection of the centerline of County Road #730 also known as Ohio Creek Road;

Thence northwesterly along the centerline of the Ohio Creek Road to the point of intersection with the southern boundary of Township 14 South, which point of intersection is located at the approximate northwest corner of Section 1, Township 15 South, Range 87 West of the Sixth Principal Meridian;

Thence west along the southern boundary of said Township 14 South to the point of intersection with the boundary line between Range 87 west and Range 88 West of the Sixth Principal Meridian;

Thence southerly along said boundary line to the third Standard parallel South, which is the boundary line between Township 51 North and Township 15 South;

Thence west along the Third Standard parallel to the point of intersection with the westernmost boundary of Gunnison County.

Section 4:

The Chairperson of the Board of County Commissioners of the County of Gunnison, Colorado is hereby authorized to affix his signature upon one or more maps of Gunnison County or portions thereof depicting the location of the above-described boundary lines of commissioners' districts for Gunnison County also identified in Appendix "B" attached hereto and incorporated herein.

Section 5:

The Board of County Commissioners of the County of Gunnison, Colorado hereby finds that the above-described commissioners' districts are as compact and as nearly equal in population as possible, in accordance with Colorado law.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Elizabeth Smith, Vice Chairperson

By _____
Laura Puckett Daniels, Commissioner

ATTEST:

Deputy County Clerk

APPENDIX "A"

The location of that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line" is identified in the following documents:

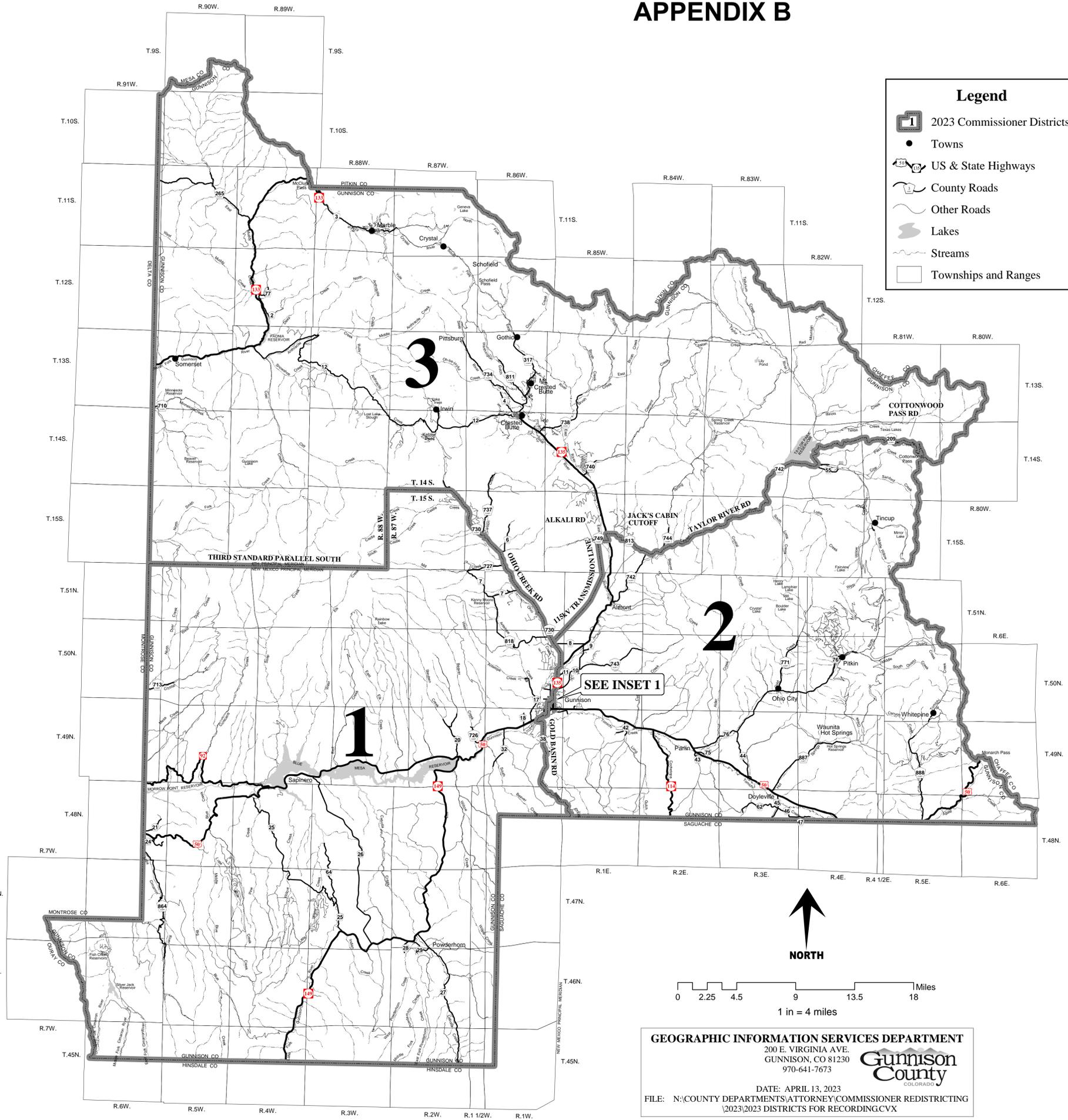
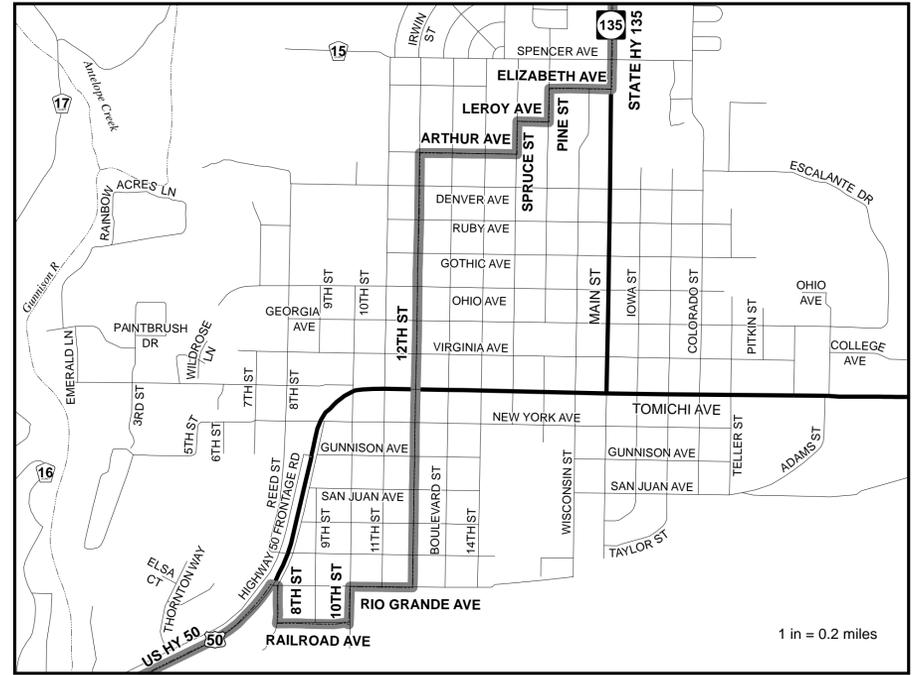
1. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 385 at page 471; and
2. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 385 at page 476; and
3. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 191; and
4. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 196; and
5. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 200; and
6. Right of Way No: 1641, Book 16, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 485; and
7. U.S. Department of Agriculture, Forest Service Special-Use Permit No: OUR-400601.

APPENDIX B

INSET 1 CITY OF GUNNISON

Legend

- 1 2023 Commissioner Districts
- Towns
- US & State Highways
- County Roads
- Other Roads
- Lakes
- Streams
- Townships and Ranges



COMMISSIONERS' DISTRICT BOUNDARIES OF GUNNISON COUNTY, COLORADO

IN ACCORDANCE WITH COLORADO REVISED STATUTES §30-10-306 AND AS ADOPTED BY GUNNISON COUNTY RESOLUTION NO 2023- DATED MAY, 2023 AS AMENDED

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This map was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado on this _____ day of _____, A.D. 2023.
Reception Number _____
Time _____
Date _____

GEOGRAPHIC INFORMATION SERVICES DEPARTMENT
200 E. VIRGINIA AVE.
GUNNISON, CO 81230
970-641-7673

Gunnison County
COLORADO

DATE: APRIL 13, 2023
FILE: N:\COUNTY DEPARTMENTS\ATTORNEY\COMMISSIONER REDISTRICTING \2023\2023 DISTRICTS FOR RECORDING.CVX

THIS MAP WAS PREPARED BY GUNNISON COUNTY AND REPRESENTS GENERALIZED GEOGRAPHIC DATA FOR GENERAL PLANNING PURPOSES ONLY. THE DATA PORTRAYED SHOULD NOT BE RELIED UPON TO ESTABLISH LEGAL TITLE, BOUNDARY LINES, THE PRECISE LOCATION OF IMPROVEMENTS, OWNERSHIP, MAINTENANCE, EASEMENTS OR PUBLIC RIGHT-OF-WAYS.

County Clerk



2021 County Redistricting Requirement

By law, all counties must review their commissioner district boundaries after each federal census to ensure the districts are as equal in population as possible. Commissioners must then adopt the district boundaries by resolution no later than **September 30**.

Statutory Requirements

CRS 30-10-306(4): "...after each federal census of the United States, each district shall be established, revised, or altered to assure that such districts shall be as nearly equal in population as possible based on such census minus the number of persons serving a sentence of detention or confinement in any correctional facility in the county as indicated in the statistical report of the department of corrections for the most recent fiscal year. The establishment, revision, or alteration of districts required by this subsection (4) shall be completed by September 30 of the odd-numbered year following such census."

CRS 30-10-306(5): "No less than thirty days before adopting any resolution to change the boundaries of commissioner districts or create new commissioner districts, the board of county commissioners shall hold a public hearing on the proposed district boundaries."

Who should be involved in redistricting?

Timely and equitable redistricting requires a wide array of skill sets and institutional knowledge. While approaches to redistricting will vary from county to county, it is advisable to at least consider including the following individuals on your redistricting team/project:

- County Commissioners
- County Manager/Administrator
- County Clerk & Recorder/Election Officials
- County GIS/Land Use Staff
- County Attorney

Resources:

Population Numbers

The Demography Office in the Colorado Department of Local Affairs will post the shape files and data on its website as soon as it is available. The information will be organized by county. Look for a link on its main page (demography.dola.colorado.gov) sometime in **July of 2021**. Below are the variables being released.

Census 2020 Redistricting Data Tables

2020 Census P.L. 94-171 Redistricting Data Tabulations	
Table P1 – Race	
Table P2 – Race for the Population 18 Years and Over	
Table P3 – Hispanic or Latino, and not Hispanic or Latino by Race	
Table P4 – Hispanic or Latino, and not Hispanic or Latino by Race for the Population 18 and Over	
Table H1 – Occupancy Status (Housing)	
New Table	
Table P5 – Group Quarters Population by Group Quarters Type	

Incarcerated Population Numbers

Pursuant to CRS 30-10-306(4), a county must subtract from its census population “the number of persons serving a sentence of detention or confinement in **any** correctional facility as indicated in the statistical report of the department of corrections for the most recent fiscal year.” Historically, this meant that counties had to refer to annual statistical reports from the Colorado Department of Corrections. However, for 2021 the Census Bureau will be releasing prison population by census block (in Table P5) so it may not be necessary to access prison population data from the state.

New geographic products are now available on the Census Bureau website as shown in the table below.

2020 Census P.L. 94-171 Redistricting Data Geographic Products	
Product Type	Census Web Address
Shapefiles	https://www.census.gov/geographies/mapping-files/time-series/geo/tiger-line-file.html
Maps	https://www.census.gov/geographies/reference-maps.html
Block Assignment Files	https://www.census.gov/geographies/reference-files.html
Block to Block Relationship Files	https://www.census.gov/geographies/reference-files/time-series/geo/relationship-files.html

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Grooming Permit for Winter on Kebl

Action Requested: Motion

Parties to the Agreement: Sno Trackers

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Sno Trackers Snowmobile club has groomed Kebl pass road since the early 2000's and has applied to do so once again. They receive liability insurance through their national association and are requesting a variance from County requirements.

Fiscal Impact:

Submitted by: MARTIN SCHMIDT

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Please review request for waiver of insurance amount seeking approval of \$1 million policy instead of \$1.2 million policy. Otherwise, legally sufficient. SO 9/1/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/1/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 9/1/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/5/2023

Gunnison County Sno Trackers Snowmobile Club, Inc
PO Box 34
Gunnison, CO 81230

August 27, 2023

Gunnison County, Colorado
Board of County Commissioners
200 East Virginia Avenue
Gunnison, CO 81230

Dear Board of County Commissioners,

Please except this letter as a request for a waiver on the minimum liability insurance required to perform trail grooming as outlined in our Grooming Permit application with the county. Currently we carry a \$1,000,000 policy that is paid for by the Colorado Snowmobile Association, (CSA). We investigated increasing the policy to \$1,200,000 but were told that we could only increase coverage in \$1,000,000 increments. We operate on a tight budget, and we would have to pay for the extra coverage from our operation expenses since CSA will not cover any extra coverage beyond the current million-dollar limit. Currently all other grooming clubs around the state operate with the CSA provided insurance limits.

Sno Trackers has been grooming the Gunnison County trail system since 2002 without incident or claims. The Forest Service, who is also an additional insured on our policy, accepts the current million-dollar policy as adequate when permitting us for grooming on Forest Service lands. We respectfully are asking you for a waiver again this year to provide groomed trails for our residents and tourists to enjoy safe trails for the 2023-2024 winter season.

With Warmest Regards

Phil Chamberland
Treasurer, Sno Trackers

GUNNISON COUNTY GROOMING PERMIT
FOR WINTER ON KEBLER PASS ROAD

GUNNISON COUNTY SNO TRACKERS SNOWMOBILE CLUB INC of CRESTED BUTTE, CO 81224 (“holder” or “permittee”), pursuant to this Grooming Permit with Gunnison County (“County”), is permitted to groom snow on all or part of County Road #12, Kebler Pass Road, from the Kebler Pass Winter Trailhead to the Gunnison National Forest boundary, further described as displayed in map/legal description attached as “Exhibit A” (the “permit area”) subject to the following terms.

1. GENERAL TERMS

A. TERM. This permit commences on the date when signed in full and shall expire at midnight on 5/31/2024. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. For the avoidance of doubt, no fee is required of holder for the issuance of this permit.

B. RENEWAL. This permit may be renewed upon expiration, provided the use is consistent with applicable Federal, State of Colorado and County laws and regulations, and the terms of this permit and the holder has performed satisfactorily under this permit, as determined by the County in its sole discretion. If the holder wants this permit to be renewed, the holder must notify the County in writing at least three(3) months before this permit expires. The decision whether to issue a new permit to the holder is at the sole discretion of the County. The County may prescribe new terms and conditions when a new permit is issued in its sole discretion. Renewal will occur by written addendum to this permit.

C. AMENDMENT. This permit may be amended in whole or in part by the County when, in its discretion, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, or otherwise.

D. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future laws and regulations, including present and future federal, state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with state or County law, regulation, or policy. The County assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

E. NON-EXCLUSIVE USE. The use and occupancy authorized by this permit are not exclusive. The County reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any of its right or obligation under any law or regulation. The County reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered

by this permit shall remain open to the public for all lawful purposes and as approved by the County.

F. CHANGE IN CONTROL

1. Notification. The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is planned. The holder may not assign all or part of the authorized use to others.

- (a) In the case of a corporation, control is an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation.
- (b) In the case of a partnership, limited partnership, joint venture, or individual entrepreneurship, control is a beneficial ownership of or interest in the entity or its capital so as to permit the exercise of managerial authority over the actions and operations of the entity.
- (c) In other circumstances, control is any arrangement under which a third party has the ability to exercise management authority over the actions or operations of the business.

2. Termination. This permit is not transferable. Any change in control of the business entity as defined in clause I.F.1 shall cause this permit to terminate. The party who acquires control of the business entity must submit an application for a permit for the type of use and occupancy authorized by this permit. Issuance of a new permit to the party acquiring control shall be at the sole discretion of the County.

G. LIMITATIONS. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically provided for in this permit. Any use not specifically identified in this permit must be proposed in writing. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the County.

I. GROOMING OPERATIONS.

PERMITTEE MUST NOTIFY AND RECEIVE WRITTEN NOTICE TO PROCEED FROM THE PUBLIC WORKS DIRECTOR BEFORE GROOMING COMMENCES.

Grooming shall be done in a manner to preserve and protect roads during the term of the agreement and to the extent necessary to insure safe and efficient transportation and to prevent excessive erosion damage to roads or streams.

Grooming work shall include: (1) Grooming of a trail, which will provide for safe and efficient use, and (2) leaving culvert inlets in a natural condition without snow or other material pushed

into them so that the drainage system will function normally, and (3) all grooming must be done so that signs and delineators are not damaged.

Permittee shall perform grooming as follows:

1. Transportation and loading or unloading or storage of Grooming equipment shall not create a hazard to users or inhibit use of the roadway or trailhead.
2. Grooming of the trail should not create long-term negative effects to any users.
3. Operators shall reasonably coordinate with County staff to accommodate all uses of the trail and trailhead.
4. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed upon locations.
5. The banks shall not be undercut nor shall gravel or other surfacing material be pushed off the road.
6. Ditches and culverts shall be kept functional during and upon completion of grooming operations. Any damage done to drainage infrastructure which impair their proper use shall be repaired or replaced by the permittee at the sole cost and expense of the permittee.
7. The Permittee must give the Gunnison County Public Works Department at least two working days advance notice before grooming ceases.
8. Vehicles and equipment used to groom must be licensed and insured pursuant to Colorado law.

An inspection will be conducted at the end of the winter season when the snow is off the road and drainage infrastructure.

II. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is not a contract or a lease, but rather a license. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan. The decision of the County to not renew or to amend this permit or to issue a new permit does not create any cause of action in law or in equity.

B. VALID EXISTING RIGHTS. This permit is subject to all valid existing rights. Valid existing rights include those derived under mining and mineral leasing laws. The County is not liable to the holder for the exercise of any such right.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. WATER RIGHTS. This permit does not confer any water rights on the holder. Water rights are not required by state law and may not be acquired to exercise the minor water uses authorized by this permit.

E. SERVICES NOT PROVIDED. This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other service by a government agency, utility, association, or individual.

F. RISK OF LOSS. The holder assumes all risk of loss associated with use and occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature.

G. DAMAGE TO COUNTY PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the County that are associated with the use and occupancy authorized by this permit. Damage includes but is not limited to destruction of or damage to County and or forest lands covered by this permit, fire suppression costs, and destruction of or damage to government-owned improvements covered by this permit.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs resulting from rehabilitation or restoration of natural resources associated with the use and occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs in connection therewith.

2. The holder shall be liable for damage to all County roads and trails caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees, except that liability shall not include reasonable and ordinary wear and tear.

H. HEALTH AND SAFETY. The holder shall address the health and safety of its employees, agents, and clients by having trained and qualified staff, utilizing properly maintained equipment, and providing supervision appropriate for the level of risk associated with the authorized activity. The holder shall avoid situations or conditions that cause or threaten to cause a hazard to public health or the safety of the holder's employees, agents, customers or clients. The holder shall as soon as practicable notify the County of all accidents that occur in connection with such activities. The County has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

I. ENVIRONMENTAL PROTECTION. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area.

Environmental damage includes but is not limited to all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. If the environment or any government property covered by this permit becomes damaged in connection with the holder's use and occupancy, the holder shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the County.

J. INDEMNIFICATION OF THE COUNTY. The holder shall indemnify, defend, and hold harmless the County for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the County; (3) costs, expenses, and damages incurred by the County; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous substance, pollutant, contaminant, oil in any form, or petroleum product into the environment. The County may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

K. INSURANCE. Holder agrees that at all times during the term of this permit and for three (3) years after the date the term of this permit expires or the date this permit is terminated, or any applicable warranty period, holder 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 permit, holder will provide insurance certificates to 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 County 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, holder shall provide written notice of cancellation, non-renewal and any reduction in coverage to the County 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 holder during the term of this permit.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

- c. Comprehensive automobile liability insurance on all vehicles taken to permit area, 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).

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 permit shall not act as a waiver of holder's breach of this permit or of any of the County's rights or remedies under this permit.

If excluded from any policy coverage, this permit 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 holder. Holder shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Workers Compensation policies, if required. For all coverages required under this permit, holder's insurer(s) shall waive subrogation rights against the County by policy endorsement.

The insurance coverages specified in this permit are the minimum requirements, and these requirements do not lessen or limit the liability of the holder to the County under this permit. The holder 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 permit. The insurance provisions of this permit shall survive expiration or termination of this permit.

V. REVOCATION, SUSPENSION AND TERMINATION

A. REVOCATION AND SUSPENSION. The County may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local laws and regulations;
2. For noncompliance with the terms of this permit;
3. For failure of the holder to exercise the privileges granted by this permit;
4. With the consent of the holder; or
5. At the discretion of the County.

B. NOTICE AND OPPORTUNITY TO TAKE CORRECTIVE ACTION. Prior to revocation or suspension under clause V.A., the County may give the holder written notice of

the grounds for the action to be taken and a reasonable opportunity to complete corrective action prescribed by the County.

C. IMMEDIATE SUSPENSION. The County may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the County of the adverse conditions prompting the suspension. The County shall grant this request within three (3) business days. Following the onsite review, the County shall promptly affirm, modify, or cancel the suspension.

D. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the County. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the County.

Obligations Binding:

The undersigned holder agrees:

That the permittee has read and understands all of the foregoing requirements, restrictions and conditions;

That, for valuable and sufficient consideration, the holder is contractually obligated to the Board of County Commissioners of the County of Gunnison, Colorado to fully and faithfully abide by and perform all of the foregoing requirements, restrictions and conditions; and

That the Board of County Commissioners of the County of Gunnison, Colorado may legally and specifically enforce each of the foregoing requirements, restrictions and conditions by informal action (e.g., suspending this permit) or by formal action (e.g., litigation).

Signed by the parties hereto on the day and year first set forth below.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

PERMITTEE/HOLDER

BY _____

BY Bob Davison

TITLE _____

ADDRESS: 195 Basin Park Drive

Gunnison, CO 81230

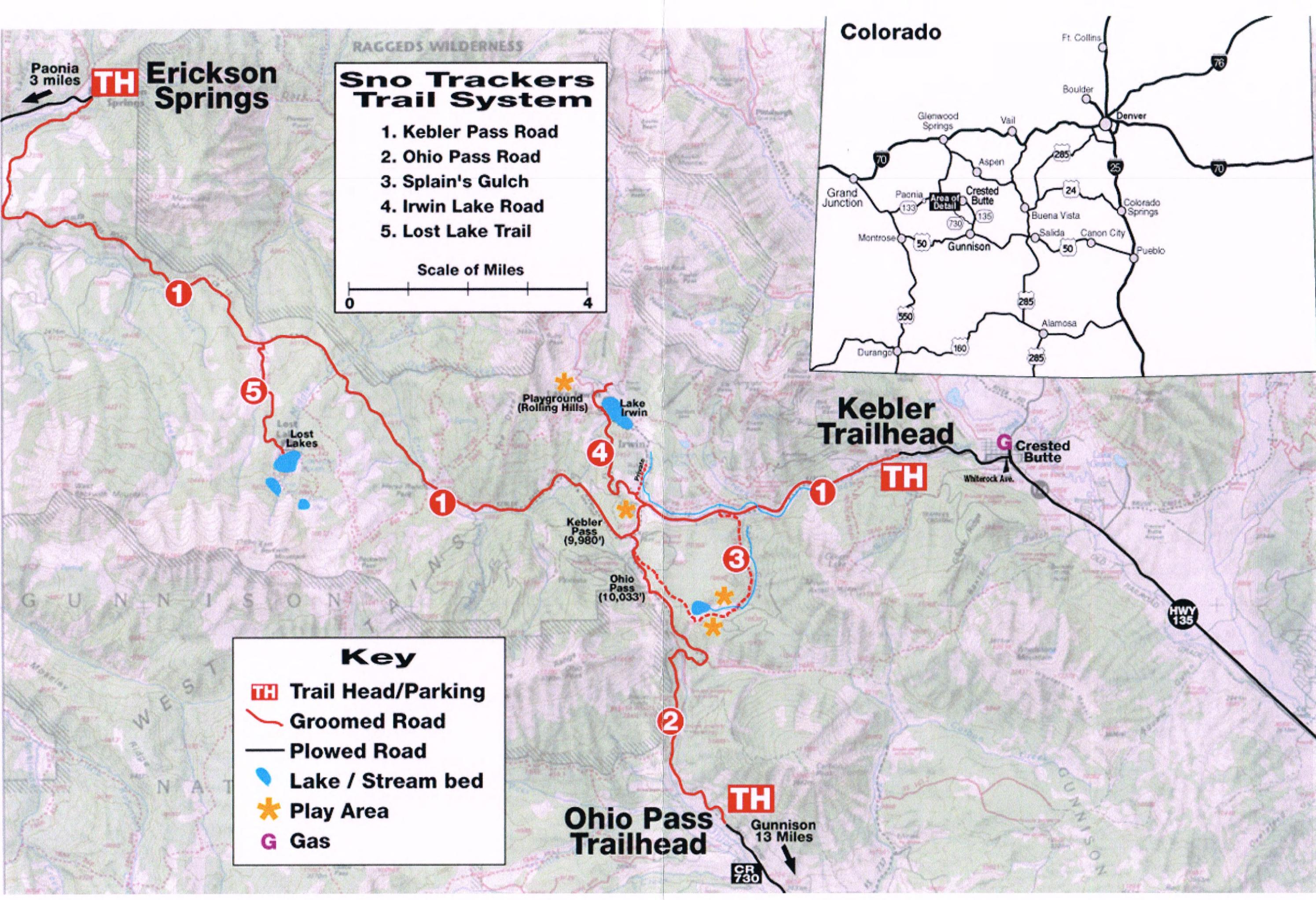
Date _____

TITLE PRESIDENT

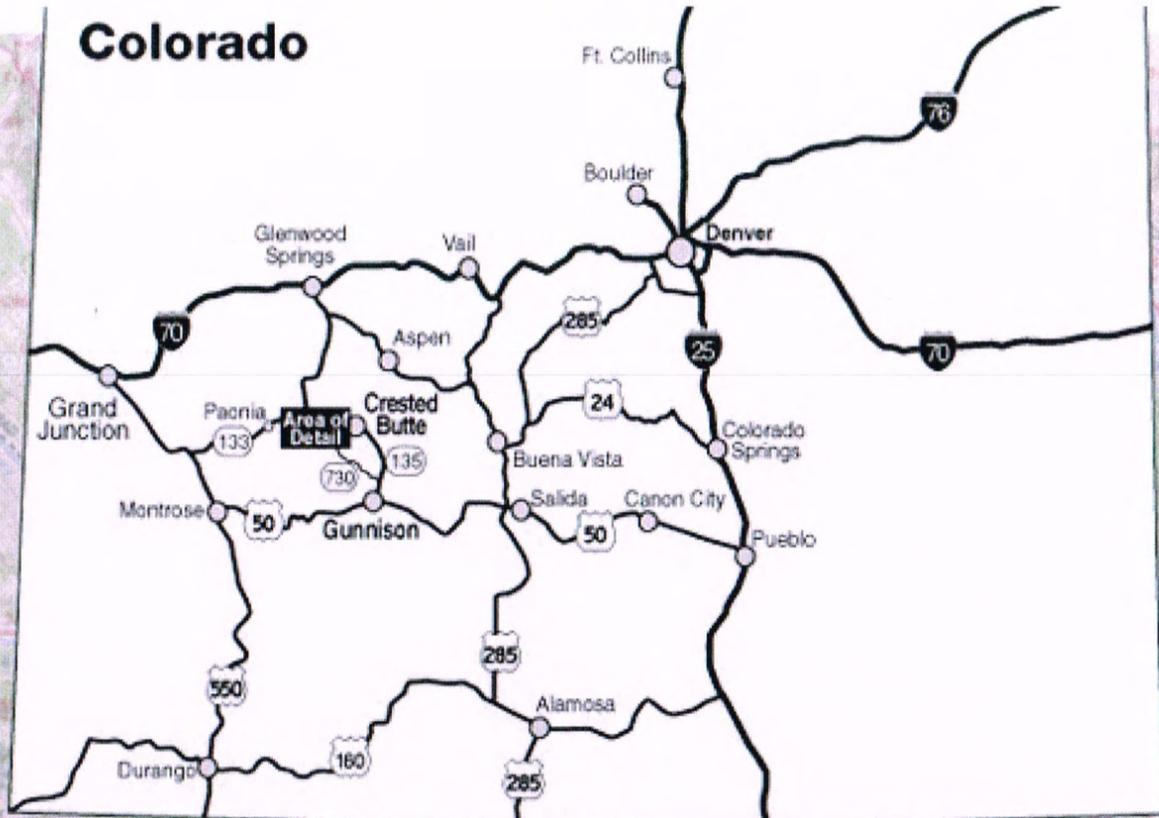
ADDRESS: PO BOX 34

GUNNISON CO 81230

Date 8/25/23

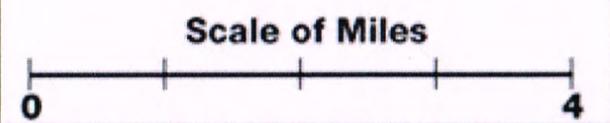


Colorado



Sno Trackers Trail System

1. Kebler Pass Road
2. Ohio Pass Road
3. Splain's Gulch
4. Irwin Lake Road
5. Lost Lake Trail



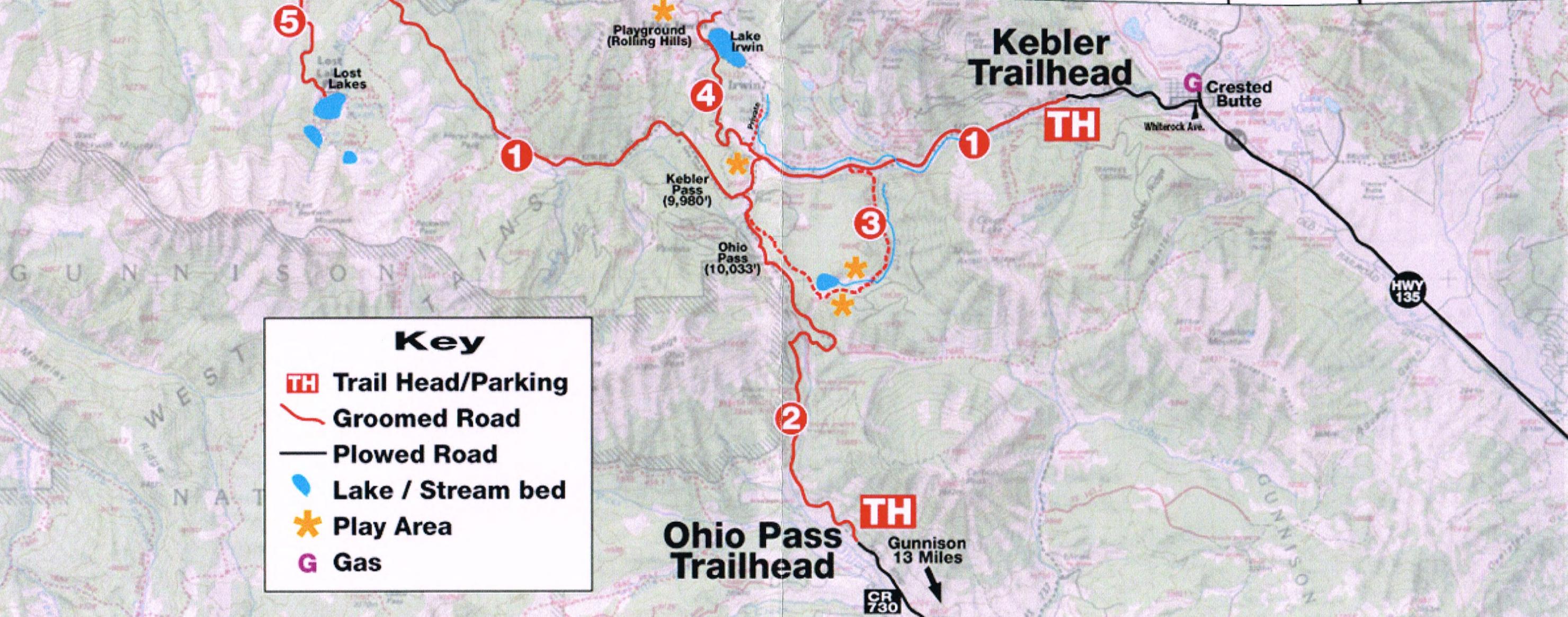
TH Erickson Springs
 Paonia 3 miles

Key

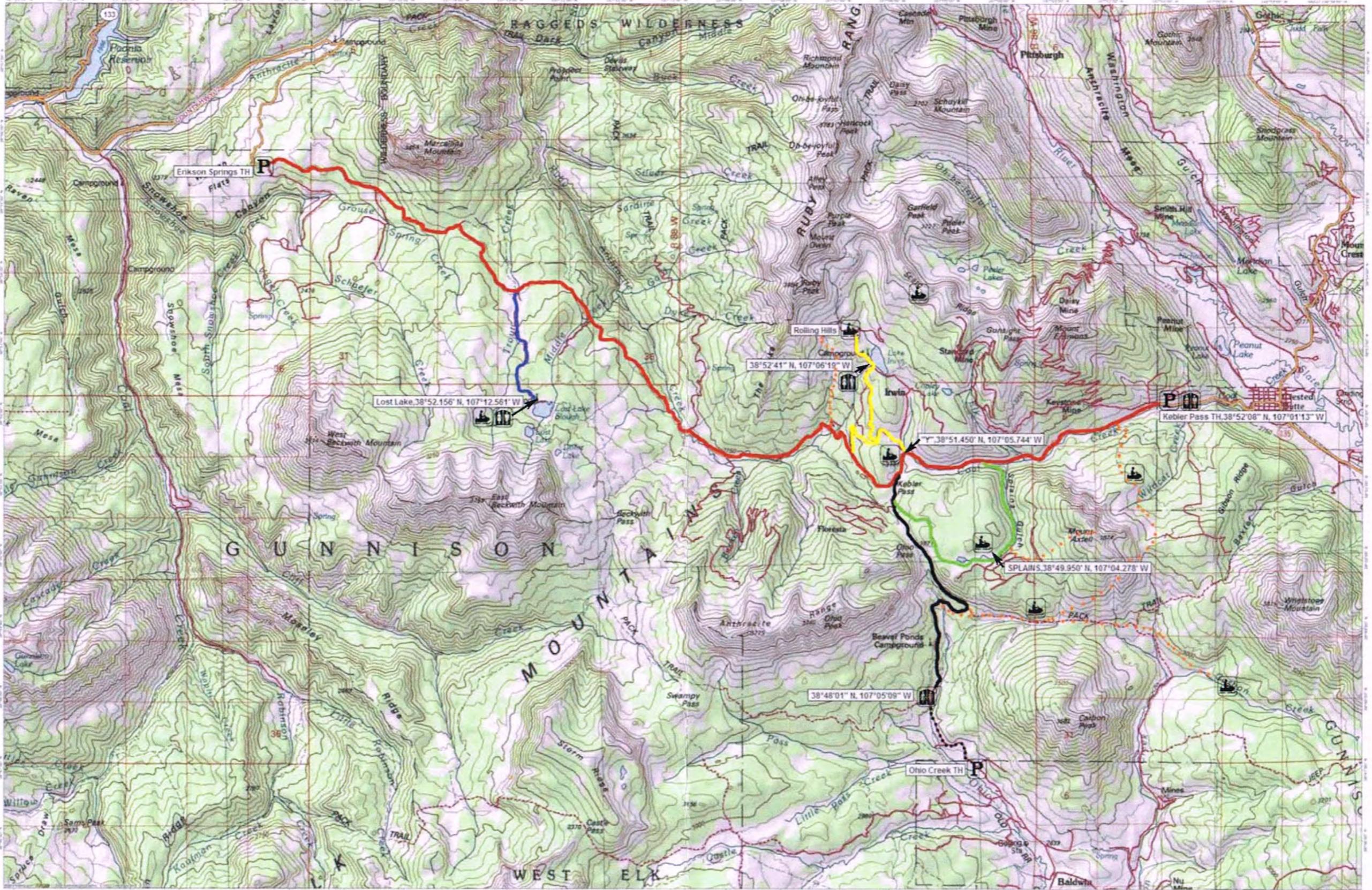
- TH** Trail Head/Parking
- Groomed Road
- Plowed Road
- Lake / Stream bed
- Play Area
- G** Gas

Ohio Pass Trailhead
 Gunnison 13 Miles

Kebler Trailhead
TH
 Crested Butte



KEBLER PASS TRAIL SYSTEM



- P** PARKING/TRAILHEAD
- PLAY AREA
- BATHROOM

NOT TO SCALE

- Keblers Pass Trail
- Splains Gulch Trail
- Ohio Pass Trail
- Lake Irwin, Rolling Hills, Old Keblers Spur Trails
- Lost Lake Spur Trail
- - - - Boondocking
- - - - Trail Not Groomed

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Counties, Inc. Legislative Committee Comm

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached must be executed in order to designate Joni Reynolds to the appropriate committee.

Fiscal Impact: N/A

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 9/1/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 9/5/2023



Legislative Committee Commissioner Designation Form

Each Board of County Commissioners must designate a commissioner to serve on CCI's Legislative Committee to vote on the 2024 Legislative Priorities.

Declaration of Designee:

The BOCC appoints Commissioner _____ to serve
(First & Last Name)

on CCI's Legislative Committee on behalf of _____ county.
(County Name)

Our Legislative Committee Designee **will attend** the October 6 meeting:

Check One:

_____ In Person

_____ Virtually

Declaration of Alternate:

In the event our designee is no longer able to participate in this meeting; we designate

Commissioner _____ as alternate
(First & Last Name)

If necessary, our alternate will attend the October 6 meeting:

Check One:

_____ In Person

_____ Virtually

Certification by the BOCC Chair:

Signed:

Board Chair

Date:

Please return or send questions to Brittney Becerra

bbecerra@ccionline.org | M: 720-202-5296

Due: Friday, September 29, 2023