GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, March 18, 2025**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:30 am

- Call to Order

- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Alcohol Beverage License #03-06291; Three Rivers Smokehouse dba Three Rivers Smokehouse; 4/17/2025 to 4/17/2026
    2. Alcohol Beverage License #03-02906; Irwin Backcountry Guides LLC dba Movie Cabin; 5/20/2025 to 5/20/2026
    3. Alcohol Beverage License #03-02907; Irwin Backcountry Guides LLC dba Parking Barn; 5/20/2025 to 5/20/2026

- Adjourn

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:

8:31 am

- Call to Order

- Gunnison River Valley Local Marketing District Agreement; Marble Crystal River Chamber of Commerce; 1/1/2025 to 12/31/2025; $25,000

- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:35 am

- Call to Order; Agenda Review

- Minutes Approval
    1. March 4, 2025 Regular Meeting

- Scheduling

- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Resolution; Authorizing a Temporary Weight Restriction for a Portion of County Road 38 also known as Gold Basin Road
    2. Resolution; Authorizing a Temporary Weight Restriction for a Portion of County Road 734 also known as Slate River Road
    3. Contract Amendment #3; Contract No 24 IBEH 183800; Juvenile Services; 9/11/2023 to 6/30/2025; $698,862
    4. Scope of Work Amendment; Cover All Coloradans Community Health Ambassador Program Agreement; 2/1/2025 to 6/30/2025
    5. Ratification of Commissioner Houck's signature; Stirrup Bar Ranch Letter of Support; Great Outdoor Colorado Trust Fund's (GOCO) Land Acquisition Grant Program
    6. Amendment 1; Charter Airline Operating Agreement and Lease of Airport Facilities; 6/1/2025 to 5/31/2026

7. Grant Application; Caring for Colorado Foundation; Health and Human Services; 7/1/2025 to 12/31/2026; $125,000
8. Resolution; Authorizing an Intergovernmental Agreement Between the County of Gunnison, Colorado, the City of Gunnison, Colorado and the Colorado Department of Transportation (CDOT) Regarding United States Highway 50 Access Control Plan and Colorado Highway 135 Access Control Plan

8:40 am

- County Manager's Reports

8:45 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2023; R007698; Parcel No. 3525-000-00-174; 59 Mining Claims in Quartz Creek Mining District; Myrna Dodd

8:50 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2023; R070956; Parcel No. 4045-000-00-062; 283.22 Acres in Section 32 & 33, Township 47N, Range 6W; Skyjack Ranch LLC

8:55 am

- Plat Signature; LUC-24-00035; Graham Subdivision
- Lot Cluster; LUC-24-00052; Gunnison Bank & Trust Company
- Boundary Line Adjustment; LUC-24-00051; Proffitt

9:10 am

- Resolution; Adjusting Ground Rent for Use of Premises at the Gold Basin Industrial Park

9:15 am

- Resolution; Authorizing a Temporary Closure for a Portion of County Road 10 also known as Walker Lane at Gunnison County Bridge #GUN10-01.20

9:20 am

- Amendments to the Crested Butte South Special Area Regulations, aka the CB South Commercial Area Mater Plan (CAMP); LUC-24-00006; Resolution Approving an Amendment to the Crested Butte South Special Area Regulations

9:40 am

- Vouchers and Transfers
- Treasurer's Report
- 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.

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

10:10 am

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.*

- Call to Order
- Gunnison County Board of Health Schedule and Meeting Topics Approval
- Board of Health Member CDPHE Training
- Senior Services
- Consumer Protection
- Adjourn

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

10:40 am

- Executive Session, pursuant to C.R.S. § 24-6-402(4)(b): Conferences with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to In re McCloud Placer, LLC, Gunn. Cnty. Dist. Ct. Cause No. 2024CV030004 (including appellate case 24CA002019), McCloud Placer LLC v. Gunnison Cnty. Bd. of Cnty. Cmrs., Gunn. Cnty. Dist. Ct. Cause No. 2024CV30002 (including appellate case 24CA001290), and 24CV30031, McCloud Placer LLC v. the Bd. of Adjustment for Gunnison County et al
- Adjourn

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

ZOOM MEETING DETAILS:
Join Zoom Meeting: https://gunnisoncounty-org.zoom.us/j/89798905619
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-06291; Three Rivers S

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Three Rivers Smokehouse dba Three Rivers Smokehouse liquor renewal

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 3/5/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/5/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/5/2025

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

Agenda Date: 3/18/2025

Revised April 2015

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

THREE RIVERS SMOKEHOUSE LLC
dba THREE RIVERS SMOKEHOUSE
#130 COUNTY ROAD #742
Almont CO 81210

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-06291	**April 17, 2026**
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. 3/4/2025 RR

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

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 #03-06291
to sell/serve malt, vinous, spirituous liquor for (on the)-premises consumption in the County of Gunnison, Colorado.

THREE RIVERS SMOKEHOUSE
DBA THREE RIVERS SMOKEHOUSE
130 COUNTY ROAD 742 BLD B
ALMONT, COLORADO 81210

Fee $100.00

Effective Dates: 04.17.2025 – 04.17.2026

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 3-4-2025

Gunnison County Clerk Date Board of County Commissioners Date

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

Submit to Local Licensing Authority

THREE RIVERS SMOKEHOUSE
PO BOX 339
Almont CO 81210

Received
2-26-2025

Fees Due	
Annual Renewal Application Fee	$
Renewal Fee Take out permit	750.00 11.00
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	$ 761.00

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

☒ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name
THREE RIVERS SMOKEHOUSE LLC

Doing Business As Name (DBA)
THREE RIVERS SMOKEHOUSE

Liquor License Number	License Type
03-06291	Hotel & Restaurant (county)

Sales Tax License Number	Expiration Date	Due Date
29812613	04/17/2025	03/03/2025

Business Address

Street Address	Phone Number
#130 COUNTY ROAD #742	9706411303

City, State, ZIP Code
Almont CO 81210

Mailing Address

Street Address
PO BOX 339

City, State, ZIP Code
Almont CO 81210

Email
office@3riversresort.com

Operating Manager	Date of Birth
Mark Schumaker	3-11-53

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? ○ Yes ● No

If yes, attach a detailed explanation.

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? ○ Yes ● No

If yes, attach a detailed explanation.

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? ● Yes ○ No

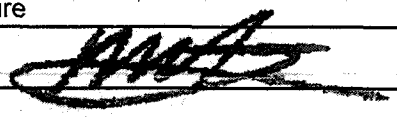
If yes, attach a detailed explanation.
Three Rivers Resort Inc. Retail FMBL License #052384 0002

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
Mark Schumacher

Title
President / Owner

Signature 

Date (MM/DD/YY)
2/20/25

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For
Gunnison County

Title
County Clerk

Attest

Signature
Kathy Semmens

Date (MM/DD/YY)
2-26-2025

Name (Individual/Business)

Three Rivers Smokehouse LLC

Social Security Number/Tax Identification Number	Home Phone Number	Business/Work Phone Number
81-1807914	970-641-1303	970-641-1303

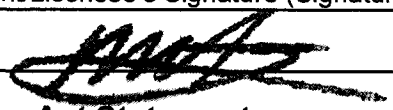
Street Address

130 County Road 742

City	State	ZIP Code
Almont	CO	81210

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

Mark Schumacher

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)	Date Signed
	2/20/25

Privacy Act Statement

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-02906; Irwin Backcoun

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Irwin Backcountry Guides LLC
dba Parking barn

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 3/6/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/6/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

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

Agenda Date: 3/18/2025

Revised April 2015

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-02906
to sell/serve malt, vinous, spirituous liquor Tavern for (on the)-premises consumption in the County of Gunnison, Colorado.

IRWIN BACKCOUNTRY GUIDES LLC DBA MOVIE CABIN
440 FOREST SERVICE ROAD 826.1 C BUILDING 1
CRESTED BUTTE, COLORADO 81225

Fee $100.00

Effective Dates: 05.20.2025 – 05.20.2026

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 2-26-2025

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

IRWIN BACKCOUNTRY GUIDES LLC
dba MOVIE CABIN
440 FOREST SERVICE ROAD 826.1 C BUILDING 1
Crested Butte CO 81224

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-02906	**May 20, 2026**
License Type **TAVERN (COUNTY)**	
Authorized Beverages **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

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

In testimony whereof, I have hereunto set my hand. 3/4/2025

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

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

Submit to Local Licensing Authority

MOVIE CABIN
PO BOX 1807
Crested Butte CO 81224

received
2-26-2025
JG

Fees Due	
Annual Renewal Application Fee	$
Renewal Fee	750.00
Storage Permit $100 X 1	$ 100
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X ____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$ 850

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

☑ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name
IRWIN BACKCOUNTRY GUIDES LLC

Doing Business As Name (DBA)
MOVIE CABIN

Liquor License Number	License Type
03-02906	Tavern (county)

Sales Tax License Number	Expiration Date	Due Date
301780000002	05/20/2025	04/05/2025

Business Address

Street Address	Phone Number
440 FOREST SERVICE ROAD 826.1 C BUILDING 1	9703497761

City, State, ZIP Code
Crested Butte CO 81224

Mailing Address

Street Address
PO BOX 1807

City, State, ZIP Code
Crested Butte CO 81224

Email
accounting@elevenexperience.com

Operating Manager	Date of Birth
Caitlin Wood	8/3/1989

Home Address

Street Address		Phone Number
265 Escalante St Unit D		970-397-5418
City	**State**	**ZIP Code**
Crested Butte	CO	81224

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

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

*If rented, expiration date of lease: 12/31/28

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

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

3. Are you renewing a takeout and/or delivery permit? ○ Yes ⊗ No

(**Note:** must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional $11.00 is required to renew the permit.

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

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

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

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)? ○ Yes ⊗ No

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

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? ○ Yes ⊗ No

If yes, attach a detailed explanation.

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? ○ Yes ⊗ No

If yes, attach a detailed explanation.

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? ⊗ Yes ○ No

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Alan Pike

Title

Managing Member

Signature

Alan Pike

Date (MM/DD/YY)

02/16/2025

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Gunnison County

Title

County Clerk

Attest

Michael Smith

Signature

Kathy Semmens

Date (MM/DD/YY)

2-26-2025

Irwin Backcountry Guides LLC owns and operates the following liquor licenses:

1. Scarp Ridge Lodge #03-03038
2. Taylor River Lodge #03-04714
3. The Movie Cabin #03-02906
4. The Parking Barn #03-02907

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-02907; Irwin Backcoun

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Irwin Backcountry Guides LLC
dba Parking barn

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 3/6/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/6/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

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

Agenda Date: 3/18/2025

Revised April 2015

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-02907
to sell/serve malt, vinous, spirituous liquor Tavern for (on the)-premises consumption in the County of Gunnison, Colorado.

IRWIN BACKCOUNTRY GUIDES LLC DBA PARKING BARN
440 FOREST SERVICE ROAD 826.1 C, BUILDING 2
CRESTED BUTTE, COLORADO 81225

Fee $100.00

Effective Dates: 5.20.2025 – 05.20.2026

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 2-26-2025

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

IRWIN BACKCOUNTRY GUIDES LLC
dba PARKING BARN
440 FOREST SERVICE ROAD 826.1 C, BUILDING 2
Crested Butte CO 81224

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-02907	**May 20, 2026**
License Type: **TAVERN (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

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

In testimony whereof, I have hereunto set my hand. 3/4/2025

Michelle Stone-Principato, Division Director

Heidi Humphreys, Executive Director

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

Submit to Local Licensing Authority

PARKING BARN
PO BOX 1807
Crested Butte CO 81224

received
2-26-2025 KL

Fees Due	
Annual Renewal Application Fee	$
Renewal Fee	750.00
Storage Permit $100 X 1	$ 100
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X ____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$ 850

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

☒ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name
IRWIN BACKCOUNTRY GUIDES LLC

Doing Business As Name (DBA)
PARKING BARN

Liquor License Number
03-02907

License Type
Tavern (county)

Sales Tax License Number
301780000003

Expiration Date
05/20/2025

Due Date
04/05/2025

Business Address

Street Address
440 FOREST SERVICE ROAD 826.1 C, BUILDING 2

Phone Number
9703497761

City, State, ZIP Code
Crested Butte CO 81224

Mailing Address

Street Address
PO BOX 1807

City, State, ZIP Code
Crested Butte CO 81224

Email
accounting@elevenexperience.com

Operating Manager
Kyra Phelps

Date of Birth
07/05/1981

Home Address

Street Address		Phone Number
114 Sandpiper Trail		970-275-1044
City	**State**	**ZIP Code**
Gunnison	CO	81230

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

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

*If rented, expiration date of lease: 12/31/2028

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

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

3. Are you renewing a takeout and/or delivery permit? ..... ○ Yes ⊗ No

(**Note:** must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional $11.00 is required to renew the permit.

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

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

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

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)? ..... ○ Yes ⊗ No

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

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? ○ Yes ⊗ No

If yes, attach a detailed explanation.

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? ○ Yes ⊗ No

If yes, attach a detailed explanation.

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? ⊗ Yes ○ No

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business: Alan Pike

Title: Managing Member

Signature: Alan Pike Date (MM/DD/YY): 02/11/2025

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For: Gunnison County

Title: County Clerk Attest:

Signature: Kathy Sevillia Date (MM/DD/YY): 2-26-2025

Irwin Backcountry Guides LLC owns and operates the following liquor licenses:

1. Scarp Ridge Lodge #03-03038
2. Taylor River Lodge #03-04714
3. The Movie Cabin #03-02906
4. The Parking Barn #03-02907

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison River Valley Local Marketing District Agr

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

2025 LMD Funding Marble Crystal River Chamber

Fiscal Impact:

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 3/12/2025

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

Comments:
Legally sufficient. SO 3/13/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/13/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 3/18/2025

Revised April 2015

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT AGREEMENT

Project Title: MARBLE CRYSTAL RIVER CHAMBER OF COMMERCE

Award Period: **JANUARY 1, 2025 TO DECEMBER 31, 2025**

Award: $25,000

PARTIES TO AGREEMENT

GRANTOR:
Address: The Gunnison River Valley Local Marketing District (the "LMD")
200 E Virginia Avenue
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: Marble Crystal River Chamber of Commerce (the "Recipient")
620 W. Park Street
Marble, CO 81623
Contact Name: Christy Villalobos
Telephone: (970) 963-7300
Email: mariosmarble@yahoo.com

RECITALS

WHEREAS, Recipient has requested assistance from the LMD in financing a portion of operational costs as set forth in Appendix A; and

WHEREAS, LMD is supportive of the objectives of Recipient in terms of assisting those in need of services in Gunnison County; and

WHEREAS, LMD has historically provided funding to the Recipient pursuant to terms and conditions negotiated between the parties; and

WHEREAS, LMD has determined it presently is and remains in the public's interest to provide financial assistance to Recipient.

AGREEMENT

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

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the LMD hereby awards to Recipient a sum not to exceed Twenty Five Thousand U.S. dollars (**$25,000)** (the "Award") only if such funds are available as a portion of the funds collected by lodging establishments located in the Upper Crystal River Valley of Gunnison County. It is understood and recognized that these funds must be used for costs associated with the implementation of the 2025 Work Plan as identified in Appendix A. Funds will be distributed, contingent upon collections.. The Award shall be used by Recipient to assist the LMD consistent with Recipient's current mission and operations and to help promote Gunnison County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. **Project Scope.** Recipient shall not materially modify the Project (as outlined in Appendix A) without the prior written approval of the LMD. Any material modification to the Project undertaken without the LMD's prior written consent may be deemed a breach of this Agreement, entitling the LMD to all remedies available under this Agreement.

4. **Authorized Representative.** Matthew Birnie, (the "Authorized Representative"), or his successor, is designated as Authorized Representative of the LMD for the purpose of administering, coordinating and approving the work performed by the Recipient under this Agreement.

5. **Payment of Award.** Subject to the LMD's determination in its sole discretion that Recipient is in compliance with this Agreement, the LMD shall disburse the funds for the Award in a manner determined by the LMD in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the LMD be liable for payment under this Agreement for any amount in excess thereof. The LMD is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the LMD.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from LMD in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the LMD during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information

obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the LMD of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the LMD, including sharing with the LMD any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The LMD cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the LMD, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the LMD shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the LMD for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from LMD.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the LMD, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the LMD.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The LMD shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of LMD funds. The LMD shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The LMD shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by LMD.** The LMD may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. **Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the LMD's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the LMD as a result of later refunds, corrections, or other transactions.

18. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison River Valley Local Marketing District Matthew Birnie 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email: mbirnie@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 Email: dbishop@gunnisoncounty.org
and by the LMD to:	Marble Crystal River Chamber of Commerce Christy Villalobos 620 W. Park Street Marble, CO 81623 (970) 963-7300 Email: mariosmarble@yahoo.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the LMD, which the LMD may withhold in its sole discretion.

20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the LMD of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The LMD and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the LMD and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or Recipients of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

25. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the LMD, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2025.

RECIPIENT: MARBLE CRYSTAL RIVER CHAMBER OF COMMERCE

Signature: _____
Name: _____
Title: _____
Date: _____

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

APPROVED:

_____
Laura Puckett Daniels
Chairperson

Date: _____

MARBLE CRYSTAL RIVEI
2025 BUDGE

Website Maintenance

General maintenance and optimization of the Chamber's web site.

Promotional Priniting

The Marble Map has been an incredible informational tool for visitors. In 2024, we re-printed the map, and currently have enough to get us through 2025.

Internet and Print Marketing

colorado.com online advertising, and other printed advertising

Chamber and Association Memberships

Maintain ties with groups and other area chambers -- Carbondale Chmbr, Glenwood Chmbr, Crested Butte Chmbr, Gunnison Chmbr, Redstone Community Assoc., & BBB

Reprinting of Marble history books

The Marble history books we copyrighted and re-published are wildly popular. We ran 2 printings in 2024, and estimate the need for more print runs in 2025.

Event Funding: Support for events which attract visitors to our valley

Marble Fest: Annual music festival held in the Marble Mill Site Park on a historically slow mid-August weekend.	**2,000.00**
Lead King Loop Race: A national running event attracting around 200 visitors to our valley in mid September, after the labor day rush and before Fall color crowds. The run benefits the Marble Charter School.	**2,500.00**
Marble Market: A new event for 2025. A seasonal market, aimed at attracting visitors and community members, and supporting area artisans and farmers.	**1,500.00**
Event Slush Fund: The Chamber wants to encourage new annual events in the shoulder season and off-season. These funds will help to create such events.	**3,000.00**

Marble HUB support and operations

Funding to support operation of Marble's visitor center, our visitors' most important resource.

2025 Funding request

Agreed to by:

_____(signature) **_____ (signa**

Gunnison County: _____ **MCRC_____**

Date: _____ **Date: _____**

R CHAMBER T REQUEST
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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: DRAFT BOCC Minutes; 3/4/2025

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

DRAFT BOCC Minutes; 3/4/2025

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

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

Agenda Date: 3/18/2025

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
March 4, 2025

The March 4, 2025 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Laura Puckett Daniels, Chairperson
Elizabeth Smith, Vice-Chairperson
Jonathan Houck, Commissioner (ABSENT)
Sammy Obaid, Assistant County Attorney
Matthew Birnie, County Manager
Holly Perry, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY HOUSING AUTHORITY:

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

Commissioner Puckett Daniels noted that Commissioner Houck was absent as he is flying to Washington D.C. at the invitation of Senator Bennet to testify to a Senate Committee about a pending forestry bill as well as the impacts of the hiring freezes and firings that the Forest Service, Bureau of Land Management, and Park Services are experiencing.

GUNNISON COUNTY HOUSING AUTHORITY RESOLUTION; A RESOLUTION AMENDING THE GUNNISON COUNTY HOUSING AUTHORITY BUDGET FOR FISCAL YEAR 2024 AND AMENDING THE APPROPRIATION RESOLUTION

CM Birnie recommended this resolution be approved first since it is for 2024 and was inadvertently pulled in December. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Housing Authority Resolution (2025) 001. The motion was amended to include this is a resolution amending the Gunnison County Housing Authority budget from the fiscal year 2024. Motion carried unanimously.

GUNNISON COUNTY HOUSING AUTHORITY RESOLUTION; A RESOLUTION AUTHORIZING THE ISSUANCE OF THE GUNNISON COUNTY HOUSING AUTHORITY GENERAL REVENUE BONDS (WHETSTONE HOUSING PROJECT), SERIES 2025, IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF $125,000,000; APPROVING AN INDENTURE OF TRUST, BOND PURCHASE AGREEMENT, DEED OF TRUST, AND PRELIMINARY OFFICIAL STATEMENT WITH A CONTINUING DISCLOSURE AGREEMENT IN CONNECTION THEREWITH; AND AUTHORIZING ALL RELATED ACTIONS IN CONNECTION THEREWITH

Commissioner Puckett Daniels noted all Commissioners have reviewed these documents and have spoken to staff and this has been through many different levels of the review process, and she feels confident in the County's ability to execute this project. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve (Housing Authority) Resolution 2025-002, a Resolution Authorizing the Issuance of the Gunnison County Housing Authority General Revenue Bonds for the Whetstone Housing Project, and a Maximum Aggregate Principal Amount of $125,000,000. The motion was amended to include authorizing the Chair's signature. Motion carried unanimously.

DEVELOPMENT IMPROVEMENTS AGREEMENT; GUNNISON COUNTY HOUSING AUTHORITY; WHETSTONE COMMUNITY HOUSING; $23,986,690

Commissioner Puckett Daniels noted this is a standard practice with the Land Use Regulations (LUR) and a standard part of the permitting and development process through the Community Development Department. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the Development Improvements Agreement between the Gunnison County Housing Authority and us for the Whetstone Community Housing Project for $23,986,690 and authorize the Chair's signature. The motion was amended to include and authorize the Executive Secretary's signature. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison County Housing Authority at 8:37 am.

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 8:37 am.

ALCOHOL BEVERAGE LICENSE #03-20783; BIG T CBS LLC DBA ZUNI WEST BREWING; 3/19/2025 TO 3/19/2026

Moved by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve alcohol beverage license #03-20783 for Big T CB South doing business under Zuni West Brewing. Motion carried unanimously.

DRAFT

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:37 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 8:38 am.

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

A RESOLUTION AUTHORIZING AND DIRECTING ACTIONS BY THE COUNTY MANAGER WITH RESPECT TO THE PREPARATION OF REQUESTS TO THE BOARD OF COUNTY COMMISSIONERS FOR APPROPRIATION OF FUNDS FOR THE REPLENISHMENT OF A RESERVE FUND HELD BY UMB BANK, N.A. RELATING TO THE GUNNISON COUNTY HOUSING AUTHORITY GENERAL REVENUE BONDS (WHETSTONE PROJECT), SERIES 2025

CM Birnie explained that the Gunnison County Housing Authority doesn't have the kind of credit the County does since it has issued this kind of financing in the past. Therefore, the County will back the revenue bonds by pledging to replenish the debt service reserve. Commissioner Puckett Daniels appreciated the extra assurance. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution 2025-9, a Resolution Authorizing and Directing Access by the County Manager with Respect to the Preparation of Request to the Board of County Commissioners for Appropriations of Funds for the Replenishment of a Reserve Fund Held by UMB Bank. The motion was amended to include and authorize the Chair's signature. Motion carried unanimously.

MINUTES APPROVAL: **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the minutes from February 18, 2025 with the changes as suggested. Motion carried unanimously.

1. February 18, 2025 Regular Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

1. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; High Country Citizens' Alliance Alternate; Jon Hare
2. Acknowledgement of Option Letter #1; 2022*0148; Health and Human Services; 2/3/2025 to 6/20/2025; $16,235
3. Professional Services Agreement; Concrete Conservation LLC; Public Works; 3/15/2025 to 12/31/2025; $49,305
4. Resolution; A Resolution Authorizing ATV, OHV, and UTV Use on a Certain Portion of County Road #3
5. Grant Application; Impact Assistance; Colorado Parks and Wildlife; Assessor's; Tax Year 2024; $15,454.98
6. Acknowledgment of County Manager's Signature; First Amendment to Professional Services Agreement; Design Workshop, Inc.; 1/17/2024 to 4/30/2025; $76,635
7. Grant Application; Local Coordinating Organizations; RFA2025000210; Health and Human Services; $69,000
8. Grant Application; Metropolitan Recreation District; Health and Human Services – Gunnison/Hinsdale Early Childhood Council; 6/2025 to 8/2025; $10,000
9. Grant Application; Metropolitan Recreation District; Juvenile Services – Gunnison County Substance Abuse Prevention Project; 6/2025 to 8/2025; $10,000
10. Updated Statement of Work; Health and Human Services – Gunnison/Hinsdale Early Childhood Council; 7/1/2025 to 6/30/2026; $100,041
11. Grant Application; Health Resource Service Administration; Juvenile Services; $297,533
12. Grant Application; Edward Byrne Justice Assistance Grant (JAG); Juvenile Services; 10/1/2025 to 9/30/2026; $230,395
13. Development Improvements Agreement; Gunnison County Housing Authority; Whetstone Community Housing; $23,986,690
14. Grant of Perpetual Easement for Driveway Access to Creekside Subdivision; Tod Colvin

COUNTY MANAGER'S REPORTS:

1. Whetstone – CM Birnie relayed that most of the focus has been on the resolutions just approved and the backup documents.
2. International City County Management Association (ICMA) – CM Birnie attended the Regional Conference in Denver with Assistant County Manager for Operations and Sustainability John Cattles and Assistant County Manager for Community and Economic Development Cathie Pagano who also presented on how the County uses strategic planning to achieve large results for the community.
3. Sawtooth – CM Birnie asked ACM John Cattles to give an update on Sawtooth. ACM John Cattles relayed almost all the finishes are done and they are beginning inspections which will take several weeks to complete but he hopes to have them completed by the end of the month. He also

commented the exterior will not be paved, but they will be allowed to move people in. The Gunnison Valley Regional Housing Authority has been managing the applications and leases. Lastly, ACM Pagano recommended a ribbon cutting with partners.

BOUNDARY LINE ADJUSTMENT; LUC-23-00047; BAR SLASH BAR Planner Rachel Blondy and Law of the Rockies Attorney Kendall Burgemeister were present for discussion.

Planner Blondy explained this exists between County Road 10 and 51 and there is an island of a parcel inside another parcel. The boundary line adjustment would allow the two parcels to be accessed individually without having to access it through another lot. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the Boundary Line Adjustment between Parcel 3, 7, and 12 for LUC-23-00057 and authorize the Chair's signature on the plat. Motion carried unanimously.

LETTER OF SUPPORT; STIRRUP BAR RANCH; GREAT OUTDOOR COLORADO TRUST FUND'S (GOCO) LAND ACQUISITION GRANT PROGRAM Geographic Information Services Manager Mike Pelletier and Wade Shelton were present for discussion.

GISM Pelletier noted the first phase is not in Gunnison County, but the second phase is. Mr. Shelton explained they spent about two years getting a handle on the values of the property as it is in six parcels along the scenic byway that goes through Gunnison, Delta, and Montrose County as well as having the most senior water rights he has encountered with some not being subject to Colorado Compact. He noted that if the funding is received, they should be able to close phase 1 by the end of this year and close phase 2 by the end of 2026. Commissioner Puckett Daniels thanked Mr. Shelton for the background information. Commissioner Smith asked if adding more than private land conservation would be relevant for the application such as adding the additional access components listed. Mr. Shelton answered they are able to change anything they would like, and the letter drafted is just a template. Commissioner Puckett Daniels agreed to add a couple sentences to include the integrated community opportunities. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the letter of support for the Stirrup Bar Ranch for Great Outdoor Colorado Trust Fund's Land Acquisition Grant Program with the suggested modifications. Motion carried unanimously.

ADOPTION OF THE 2025 EMPLOYEE HANDBOOK Human Resources Director Lauren Trautz and Human Resources Generalist Hailey Detert were present for discussion. HRG Detert

HRD Trautz noted they started this project a couple years ago and the last revision was adopted in 2021. She stated this revision went to the Employers Council, Leadership, County Attorney Matthew Hoyt, and CM Birnie. HRD Trautz relayed they were focused on compliance and equity for County employees and streamlined everything to make it administratively feasible. Commissioner Smith commented on the revisitation of the Family and Medical Leave Insurance Program to which HRD Trautz and CM Birnie explained they brought in short term disability which is fully County paid and expanded accruals for vacation as that was a better way to go. Commissioner Smith then asked about the sick leave bank. HRD Trautz stated that instead of going to the Board with requests, Human Resources would be taking care of it due to confidentiality issues as well as staying in compliance. Commissioner Puckett Daniels asked how they are planning on educating the employees to which HRD Trautz relayed they will send it out to every employee with the changes and will have training available if needed. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to adopt the 2025 Employee Handbook as presented. Motion carried unanimously.

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

COMMISSIONER ITEMS:

Commissioner Smith:

1. Colorado Counties, Inc. Steering Committees (CCI) – Commissioner Smith and Commissioner Houck attended a meeting last week with CCI, the Department of Local Affairs (DOLA), Colorado Municipal League (CML) and the Governor's Office about changes to Federal funding regarding recreation and agriculture and were able to elevate concerns.
2. Counties & Commissioners Acting Together (CCAT) – Commissioner Smith attended a steering committee meeting on Thursday and Friday about different pieces of legislation moving through.
3. Next CCI and CCAT meeting – Commissioner Smith will be attending a CCI and CCAT meeting next week and she asked CM Birnie for some feedback to bring to the Joint Budget Committee (JBC) that could be helpful regarding cutting $1.3 billion and where that could be less impactful.

Commissioner Puckett Daniels:

1. Peace Officer Standards and Training (POST) Conference – Commissioner Puckett Daniels will attend next week in Fort Collins and stated the Law Enforcement Academy Curriculum reform continues and they are inviting the Law Enforcement Community to learn about the changes happening.
2. QQ Meeting – Commissioner Puckett Daniels will be attending the spring meeting this month.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 9:34 am.

_____
Laura Puckett Daniels, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Jonathan Houck, Commissioner

Minutes Prepared By:

_____
Holly Perry, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES
Note: For all the details of each resolution including any exhibits, please refer to gunnisoncounty.org

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2025-001

A RESOLUTION AMENDING THE GUNNISON COUNTY HOUSING AUTHORITY BUDGET FOR FISCAL YEAR 2024 AND AMENDING THE APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for Gunnison County Housing Authority for fiscal year 2024 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, those revenues and expenditures can now be identified;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority, that a supplemental budget and appropriation resolution be adopted in the following respects:

1. Gunnison County Housing Fund. The revenues are decreased in the amount of $234,179 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $1,620,641 as detailed by account number on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the Gunnison County Housing Authority, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2023-01 and Resolution Nos. 2023-003 - for the Gunnison County Housing Authority for the fiscal year beginning January 1, 2024 and ending December 31, 2024; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 4th day of March, 2025.

GUNNISON COUNTY HOUSING AUTHORITY

Puckett Daniels – yes; Smith – yes; Houck – absent

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2025-002

WHEREAS, the Gunnison County Housing Authority (the "Authority") is a public body corporate and politic duly organized and existing as a county housing authority under the constitution and laws of the State of Colorado, including particularly Title 29, Article 4, Part 5, C.R.S. (the "Act"); and

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WHEREAS, the Act authorizes the Authority to issue revenue bonds for the purpose of providing housing facilities that substantially benefit persons of low income working within Gunnison County (the "County"); and

WHEREAS, the Authority desires to own, operate, and finance a portion of the costs of the acquisition, construction, and equipping by the Authority of an approximately 252-unit multifamily rental housing project to be located near the Town of Crested Butte, Colorado, also known as the Whetstone Housing Project (the "Project"); and

WHEREAS, the Authority intends to establish rentals for the Project at rates no higher than it finds necessary to comply with Section 29-4-506 of the Act; and

WHEREAS, the Authority has determined that it is in the best interests of the residents of the County that the Project be financed by the issuance of the Authority's General Revenue Bonds (Whetstone Housing Project), Series 2025 (the "Bonds"); and

WHEREAS, the Bonds will be issued pursuant to an Indenture of Trust (the "Indenture") between the Authority and UMB Bank, n.a., as trustee (the "Trustee"); and

WHEREAS, the Bonds shall be issued pursuant to the provisions of the Act and all other laws thereunto enabling; and

WHEREAS, the Board specifically elects to apply the provisions of Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Act"), to the Bonds; and

WHEREAS, the Bonds shall be general revenue obligations of the Authority, payable solely from the revenues pledged thereto by the Indenture, including amounts, if any, realized from the exercise of any remedies set forth in the Deed of Trust (defined below); and

WHEREAS, the Board has been presented with a Bond Purchase Agreement (the "Bond Purchase Agreement") from Northland Securities, Inc., of Denver, Colorado (the "Underwriter"), to purchase the Bonds; and

WHEREAS, after consideration, the Board has determined that the sale of the Bonds to the Underwriter pursuant to the Bond Purchase Agreement is in the best interests of the Authority and the residents of the County; and

WHEREAS, the current forms of the Financing Documents (defined below) have been placed on file with the County Clerk prior to this meeting; and

WHEREAS, the Board desires to authorize the issuance and sale of the Bonds and the execution of the Financing Documents.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE GUNNISON COUNTY HOUSING AUTHORITY:

Section 1. Definitions. Unless the context indicates otherwise, as used herein, capitalized terms shall have the meanings ascribed by the preambles hereto and the Indenture, and the following capitalized terms shall have the respective meanings set forth below:

Authorized Officer: the person or persons authorized to sign the Indenture and the Bond Purchase Agreement pursuant to the Delegated Authority, and to sign other documents pertaining to the Bonds as provided in this Bond Resolution, which shall be the Executive Secretary of the Authority (who is also the County Manager) and any member of the Board.

Bond Resolution: this resolution, which authorizes the issuance of the Bonds and any amendment or supplement lawfully made hereto.

Continuing Disclosure Obligation: an agreement, certificate, or undertaking of the Authority to provide certain post-issuance information as described in the Official Statement.

Deed of Trust: the Deed of Trust, Security Agreement, Fixture Filing and Assignment of Rents and Revenues executed by the Authority for the benefit of the Trustee, as amended from time to time.

Delegated Authority: the authority delegated by this Bond Resolution to any Authorized Officer to sign the Bond Purchase Agreement and to make the following determinations with respect to the Bonds in the Indenture, which determinations shall be subject to the restrictions and parameters set forth below:

(1) the rate or rates of interest on the Bonds;

(2) the conditions on which and the prices at which the Bonds may be redeemed before maturity;

(3) the existence and amount of any capitalized interest or reserve funds;

(4) the price or prices at which the Bonds will be sold;

(5) the principal amount and denominations of the Bonds;

(6) the amount of principal maturing in any particular year;

(7) the dates on which principal and interest shall be paid; and

(8) whether the Bonds will be secured by an assurance of payment as described in § 11-57-207(2), C.R.S. and the terms of any agreement with a third-party providing assurance of payment.

The foregoing authority shall be subject to the following restrictions and parameters:

(1) the interest rate or rates on the Bonds shall be such that the Bonds bear interest at a net effective interest rate which does not exceed 6.50%;

(2) the sale price of the Bonds shall be an amount not less than 97.00% (inclusive of original issue discount on the Bonds and any underwriting discount) of the aggregate principal amount of the Bonds;

(3) the Bonds shall mature not later than December 31, 2065; and

(4) the aggregate principal amount of the Bonds shall not exceed $130,000,000.

Financing Documents: collectively, the Indenture, the Continuing Disclosure Obligation, the Letter of Representations, the Deed of Trust, the Bond Purchase Agreement, and any agreement with any bond insurer guaranteeing payment of the principal of and interest on the Bonds or providing a debt service reserve insurance policy for the Bonds.

Letter of Representations: the letter of representations from the Authority to DTC to induce DTC to accept the Bonds as eligible for deposit at DTC.

Official Statement: the final version of the Preliminary Official Statement.

Preliminary Official Statement: the Preliminary Official Statement concerning the Bonds and the Authority.

Section 2. Approvals, Authorizations, and Amendments. The Financing Documents are incorporated herein by reference and are hereby approved. All Authorized Officers are hereby authorized and directed to execute the Financing Documents and to affix the seal of the Authority thereto, and further to execute and authenticate such other documents, instruments, or certificates as are deemed necessary or desirable in order to issue and secure the Bonds. Such documents are to be executed in substantially the forms on file with the County Clerk, provided that such documents may be completed, corrected, or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Bond Resolution. Copies of the Financing Documents shall be delivered, filed, and recorded as provided therein.

Upon execution and delivery of the Financing Documents, the covenants, agreements, recitals, and representations of the Authority therein shall be effective with the same force and effect as if specifically set forth herein, and such covenants, agreements, recitals, and representations are hereby adopted and incorporated herein by reference.

The proper officers of the Authority are hereby authorized and directed to prepare and furnish to any interested person certified copies of all proceedings and records of the Authority relating to the Bonds and such other affidavits and certificates as may be required to show the facts relating to the authorization and issuance thereof.

The execution of any instrument by an Authorized Officer of the Authority in connection with the issuance, sale, or delivery of the Bonds not inconsistent herewith shall be conclusive evidence of the approval by the Authority of such instrument in accordance with the terms thereof and hereof.

Section 3. Authorization. In accordance with the Constitution of the State of Colorado; the Act; the Supplemental Act; and all other laws of the State of Colorado thereunto enabling, there shall be issued the Bonds for the purpose of: (i) financing the Project; (ii) funding capitalized interest and reserves, if any; and (iii) paying issuance and other costs (including policy premiums related to any bond insurance or reserve fund policy) in connection with the Bonds. The Bonds shall constitute general revenue obligations of the Authority as provided in the Indenture. The Authority hereby elects to apply all of the provisions of the Supplemental Act to the Bonds from the date of this Bond Resolution, including specifically but without limitation, §§11-57-205, 11-57-209, 11-57-210 and 11-57-212, C.R.S. Pursuant to §11-57-212, C.R.S., no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the

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authorization or issuance of the Bonds shall be commenced more than thirty (30) days after the date of this Bond Resolution.

Section 4. Bond Details; Delegated Authority. The Bonds shall be issued only as fully registered Bonds without coupons in Authorized Denominations. Unless the Authority shall otherwise direct, the Bonds shall be numbered separately from 1 upward, with the number of each Bond preceded by "R-". The Bonds shall be dated as of the date of issuance, and shall be payable at such time or times, shall be subject to redemption prior to maturity, and otherwise shall be as determined in the Indenture. Pursuant to §11-57-205, C.R.S., of the Supplemental Act the Board hereby delegates the Delegated Authority to an Authorized Officer and authorizes the signing of the Indenture and the Bond Purchase Agreement pursuant thereto.

Section 5. Authorization to Execute Documents. The officers of the Authority are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Bond Resolution, including but not limited to the execution of such certificates and affidavits as may be reasonably required by the Underwriter.

Section 6. Permitted Amendments to Bond Resolution. The Authority may amend this Bond Resolution in the same manner and subject to the same terms and conditions as apply to an amendment or supplement to the Indenture.

Section 7. Appointment of Authority Representative. The County Manager is hereby appointed Authority Representative, as defined in the Indenture. A different Authority Representative may be appointed by resolution adopted by the Board and a certificate filed with the Trustee.

Section 8. Costs and Expenses. All costs and expenses incurred in connection with the issuance and payment of the Bonds shall be paid either from the proceeds of the Bonds or from legally available moneys of the Authority, or from a combination thereof, and such moneys are hereby appropriated for that purpose.

Section 9. Acceptance of Bond Purchase Agreement. The Board hereby authorizes each Authorized Officer to execute the Bond Purchase Agreement with respect to the Bonds and to attest to such execution, all on behalf of the Authority.

Section 10. Official Statement. The Preliminary Official Statement is hereby authorized, ratified, and approved. The Board hereby authorizes the use and distribution by the Underwriter of the Preliminary Official Statement in connection with the marketing of the Bonds, and the preparation and distribution of a final Official Statement in conjunction with an offer of the Bonds to investors. The final Official Statement shall contain such corrections and additional or updated information so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. All Authorized Officers are hereby authorized to execute copies of the Preliminary Official Statement and the Official Statement on behalf of the Authority.

Section 11. Certain Findings. For purposes of Section 29-4-210(1)(a), C.R.S., the Authority hereby finds and determines that "persons of low income" with respect to the Project means and includes individuals and families whose aggregate adjusted gross income (computed in the manner prescribed in the United States Treasury Regulations) does not exceed 120% of the median income for the area in which the Project is located. The Authority expects certain rental units within the Project to be leased to individuals and families whose aggregate adjusted gross income (computed in the manner prescribed in the United States Treasury Regulations) exceeds 120% of the median income for the area, but nevertheless finds that the Project is overall of substantial benefit to "persons of low income." The Authority further finds and determines, for purposes of Section 29-4-210(1)(a.5)(I), C.R.S., that "persons who, by virtue of age or disability, have special housing needs or requirements that cannot reasonably be met by existing housing available within the boundaries of the Authority" with respect to the Project means and includes, but is not limited to, individuals who work, or families where at least one member of the family works, within the boundaries of the County.

Section 12. Ratification and Approval of Prior Actions. All actions heretofore taken by any Authorized Officer or the officers, agents, attorneys, or employees of the Authority, not inconsistent with the provisions of this Bond Resolution, relating to the authorization, sale, issuance, and delivery of the Bonds, are hereby ratified, approved, and confirmed.

Section 13. Bond Resolution Irrepealable. After any of the Bonds have been issued, this Bond Resolution shall constitute a contract between the owners of the Bonds and the Authority and shall be and remain irrepealable until the Bonds and the interest accruing thereon shall have been fully paid, satisfied, and discharged in accordance with the Indenture.

Section 14. Repealer. All orders, bylaws, and resolutions of the Authority, or parts thereof, inconsistent or in conflict with this Bond Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

Section 15. Severability. If any section, paragraph, clause, or provision of this Bond Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Bond Resolution, the intent being that the same are severable

Section 16. Effective Date. This Bond Resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this 4th day of March, 2025

GUNNISON COUNTY HOUSING AUTHORITY

Puckett Daniels – yes; Smith – yes; Houck – absent

GUNNISON COUNTY, COLORADO
RESOLUTION NO. 2025-9

A RESOLUTION AUTHORIZING AND DIRECTING ACTIONS BY THE COUNTY MANAGER WITH RESPECT TO THE PREPARATION OF REQUESTS TO THE BOARD OF COUNTY COMMISSIONERS FOR APPROPRIATION OF FUNDS FOR THE REPLENISHMENT OF A RESERVE FUND HELD BY UMB BANK, N.A. RELATING TO THE GUNNISON COUNTY HOUSING AUTHORITY GENERAL REVENUE BONDS (WHETSTONE PROJECT), SERIES 2025.

WHEREAS, the Gunnison County Housing Authority (the "Authority") is a public body corporate and politic duly organized and existing as a county housing authority under the constitution and laws of the State of Colorado, including particularly Title 29, Article 4, Part 5, C.R.S. (the "Act"); and

WHEREAS, the Board of County Commissioners (the "Board") of Gunnison County, Colorado (the "County") serves as the Board of Commissioners of the Authority; and

WHEREAS, the Act authorizes the Authority to issue revenue bonds for the purpose of providing multifamily residential housing that substantially benefits persons of low income; and
WHEREAS, pursuant to an authorizing resolution adopted by the Board of Commissioners of the Authority on March 4, 2025, the Authority has authorized the issuance of its General Revenue Bonds (Whetstone Project), Series 2025, in a maximum aggregate principal amount of $125,000,000 (the "Bonds"), the proceeds of which are to be used to: (a) finance a portion of the costs of the acquisition, construction, and equipping by the Authority of an approximately 252-unit affordable multifamily rental housing project to be located near the Town of Crested Butte, Colorado (the "Project"); (b) finance capitalized interest for the Bonds; (c) fund a reserve fund for the Bonds (the "Reserve Fund"); and (d) pay for certain costs of issuing the Bonds; and

WHEREAS, the Bonds will be issued pursuant to the terms of an Indenture of Trust between the Authority and UMB Bank, n.a., as trustee (the "Indenture"); and

WHEREAS, the Indenture requires that the Reserve Fund be maintained in the amount of the Required Reserve (as defined in the Indenture) for so long as the Bonds are outstanding for use as a reserve against deficiencies in the payment of the principal of or interest on the Bonds; and

WHEREAS, the Board wishes to make a non-binding statement of its present intent with respect to the appropriation of funds for the replenishment of the Reserve Fund, and to authorize and direct the County Manager to take certain actions for the purpose of causing requests for such appropriations to be presented to the Board for consideration; and

WHEREAS, the County acknowledges that the adoption of this Resolution is a condition precedent to the issuance of the Bonds.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO:

Section 1. Appropriations to Replenish Reserve Fund.

A. Provided the County is notified by the Trustee of any deficiency in the Reserve Fund on or prior to August 1 of each year, the County Manager shall prepare and submit to the Board a budget amendment, if necessary, and a related request for an appropriation of a sufficient amount of funds to replenish the Reserve Fund to the Required Reserve by not later than October 15 of such year. It is the present intention and expectation of the Board to budget and appropriate such funds as requested, within the limits of available funds and revenues, but this declaration of intent shall not be binding upon the Board or any future Board in any future fiscal year of the County. The Board may determine in its sole discretion, but shall never be required, to budget for and make the appropriations so requested. All sums budgeted and

appropriated by the Board for such purpose shall be transferred by the County to the Trustee for deposit by the Trustee in the Reserve Fund.

B. The obligation of the County hereunder to replenish the Reserve Fund shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of the County, or a pledge of its full faith or credit under the meaning of any constitutional or statutory debt limitation and shall be subject in all respects to the County's right of non-appropriation reserved hereunder. This Resolution shall not, directly or indirectly, obligate the County to make payments during any fiscal year beyond the fiscal year for which funds have been appropriated by the Board. Following any event of non-appropriation, the County shall not be obligated to make payment from any source of any amount due in respect of replenishing the Reserve Fund beyond those amounts previously appropriated by the Board for that purpose, and the County shall not be liable to the Trustee for any remaining amounts due under the Indenture or for any costs, damages (including but not limited to consequential damages) or expenses incurred by the Trustee as a result of the exercise by the County of its right of non-appropriation. The right of non-appropriation reserved to the County hereunder is intended by the parties, and shall be always construed, to ensure nothing provided in this Section 1 shall create or constitute a debt, liability, or multiple fiscal year financial obligation of the County under the constitution and statutes of the State of Colorado. In the event any of the provisions of this Resolution are determined by a court of competent jurisdiction to create, cause, or result in the creation of legal indebtedness of the County, the application and enforcement of such provision(s) shall be deemed suspended as of the date of such determination, and the obligation of the County created hereunder shall be construed and applied in a manner preserving the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result of the suspension of any such provision(s). If any provision of this Resolution is so suspended, the suspension shall not affect other provisions or application of the County's obligation created hereunder provided such can be given effect without the suspended provision. To this end, the provision of this Resolution are severable.

Section 2. Limitation to Indenture. Unless otherwise expressly provided by a subsequent resolution of the Board, the provisions of this Resolution shall apply only to the Reserve Fund established by the Indenture.

Section 3. Repealer. All bylaws, orders, and resolutions of the County, or parts thereof, inconsistent with this resolution or with any of the documents hereby approved are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution of the County, or part thereof, heretofore repealed.

Section 4. Severability. If any section, subsection, paragraph, clause or provision of this resolution or the documents hereby authorized and approved (other than provisions as to the payment of Base Rentals during the Lease Term, provisions for the quiet enjoyment of the Leased Property by the County during the Lease Term and provisions for the conveyance of the Leased Property to the County under the conditions provided in the Lease) shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution or such documents, the intent being that the same are severable.

Section 5. Effective Date. This Resolution shall be in full force and take effect immediately upon its passage and approval.

PASSED, ADOPTED AND APPROVED this March 4, 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Puckett Daniels – yes; Smith – yes; Houck – absent

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 25-10

A RESOLUTION AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3

WHEREAS, the Board finds that the public has historically used all-terrain vehicles ("ATVs"), off-highway vehicles ("OHVs") and utility terrain vehicles ("UTVs") on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately one and a half (1.5) miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") adopted Resolution No. 18-14, A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 provided that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 18, 2021, the Board adopted Resolution No. 21-12, providing that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the municipal limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, by its express terms, Resolution No. 21-12 was set to expire on December 31, 2021; and

WHEREAS, since the adoption of Resolution No. 21-12, the Board and the County have collaborated with the Town of Marble, motorized users, the United States Forest Service, proximate property owners and other stakeholders to analyze and address issues surrounding the continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3; and

WHEREAS, upon the expiration of Resolution No. 21-12, ATVs, OHVs and UTVs will no longer be allowed on the subject County road; and

WHEREAS, on December 21, 2021, the Board adopted Resolution No. 21-44, temporarily extending Resolution No. 21-12 until January 4, 2022; and

WHEREAS, on January 4, 2022, the Board adopted Resolution No. 22-1, which further extended Resolution No. 21-12 until May 3, 2022; and

WHEREAS, on May 3, 2022, the Board adopted Resolution No. 22-20, extending Resolution No. 21-12 until January 3, 2023; and

WHEREAS, on May 16, 2023, the Board adopted Resolution No. 23-12, extending Resolution No. 21-12 until December 31, 2023; and

WHEREAS, on April 19, 2024, the Board adopted Resolution No. 24-17, extending Resolution No. 21-12 until December 31, 2024;

WHEREAS, in light of the foregoing considerations and to afford the full Board an opportunity to consider the issues surrounding OHV use on County Road 3, the Board desires to make Resolution No. 21-12 permanent, unless or until a future Board decides otherwise; and

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, the Board finds that continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill, at least during the term of this and previous Resolutions enacted by the Board; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and

WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles and therefore users should not attempt to park automobiles (including snow-tracked vehicles) at that location;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that:

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1. Resolution No. 21-12, A Resolution Repealing Resolution No. 18-14 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3 recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 18, 2021, and all prior Resolutions as to this subject matter, shall be and hereby is amended to be in full force and effect unless amended or repealed by further Resolution of this Board;

2. The use of ATVs, OHVs and UTVs is and shall be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

3. This Resolution shall remain in full force and effect unless repealed, amended or otherwise modified by subsequent Resolution or Ordinance adopted by the Board of County Commissioners.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 4th day of March 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Puckett Daniels – yes; Smith – yes; Houck – absent

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Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from *3/14/2025 thru 4/30/2025*

Board of County Commissioners

1. **BOCC Regular Meeting**
   March 18, 2025, All Day @ BOCC Boardroom
2. **Joint Public Hearing**
   March 20, 2025, 8:45 AM - 12:00 PM @ Planning Commission Meeting Room

   Regular Planning Commission Meeting - Agenda and Packet materials to be added
3. **BOCC Work Session**
   March 25, 2025, All Day @ BOCC Boardroom
4. **BOCC Regular Meeting**
   April 1, 2025, All Day @ BOCC Boardroom
5. **Sawtooth Phase II Grand Opening & Ribbon Cutting**
   April 2, 2025, 3:00 PM - 4:00 PM
6. **BOCC Work Session**
   April 8, 2025, All Day @ BOCC Boardroom
7. **BOCC Regular Meeting**
   April 15, 2025, All Day @ BOCC Boardroom
8. **BOCC Work Session**
   April 22, 2025, All Day @ BOCC Boardroom

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   April 15, 2025, All Day @ BOCC Boardroom

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Authorizing a Temporary Weight Restric

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Annual resource protection resolution authorizing temporary weight restrictions on county road 38 also known as Gold Basin Road to minimize damage during mud season. This year no gate will be installed or locked due to vandalism.

Fiscal Impact:

Submitted by: MARTIN SCHMIDT **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 3/4/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/4/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/5/2025

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

Agenda Date: 3/18/2025

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 25-____

A RESOLUTION AUTHORIZING A TEMPORARY WEIGHT RESTRICTION FOR A PORTION OF COUNTY ROAD 38 ALSO KNOWN AS GOLD BASIN ROAD

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter the "Board") has the legal authority to regulate and control the use of certain highways and roads in Gunnison County, Colorado; and

WHEREAS, pursuant to C.R.S. § 42-4-111 (1)(v) and C.R.S. §18-9-117(1)(b),(c), and (f) the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions; and

WHEREAS, Colo. Rev. Stat. §§ 42-1-102(43) and 42-4-106 authorize Gunnison County to prohibit the operation of identified vehicles on any road open to use of the public for purposes of vehicular travel for a total period not to exceed ninety (90) days in any one calendar year, whenever roads within the County will be seriously damaged due to the use of certain vehicles;

WHEREAS, as a result of the winter thaw there is a certain portion of County Road 38 also known as Gold Basin Road (hereinafter "County Road 38"), that has deteriorated and there is resource damage; and

WHEREAS, that certain portion of County Road 38 that has deteriorated is located beyond the end of the asphalt beginning at the parking area known as "Bambi Parking Area" south to the Saguache County line; and

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 38, a temporary weight restriction to all users has been recommended during winter thaw and spring runoff; and

WHEREAS, the Board acknowledges that it is necessary that property owner(s) and occupant(s) of adjacent lands are able to access their land; and

WHEREAS, adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restriction of a ten (10) ton load limit per vehicle for that portion of County Road 38; and

WHEREAS, weight restriction of County Road 38 will not adversely affect health and safety nor will it cause substantial injury to the owner(s) or occupant(s) of adjacent land(s); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that a certain portion of County Road 38 located beyond the end of the asphalt beginning at the parking area known as “Bambi Parking Area” south to the Saguache County line shall have a 10 ton weight restriction imposed on that portion of County Road 38 during the spring season as determined by the Assistant County Manager for Public Works, not to exceed 90 days in a calendar year.

INTRODUCED by Commissioner _____, seconded by

Commissioner _____, and adopted this ___ day of March, 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Laura Puckett-Daniels, Chairperson

By: _____
Elizabeth K Smith, Vice Chairperson

By: _____
Jonathan Houck, Commissioner

ATTEST:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Authorizing a Temporary Weight Restric

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Annual resource protection resolution authorizing temporary weight restrictions on county road 734 also known as Slate River Road to minimize damage during mud season.

Fiscal Impact:

Submitted by: MARTIN SCHMIDT **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 3/4/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/4/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/5/2025

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

Agenda Date: 3/18/2025

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 25-____

A RESOLUTION AUTHORIZING TEMPORARY WEIGHT RESTRICTION FOR A PORTION OF COUNTY ROAD 734 ALSO KNOWN AS SLATE RIVER ROAD

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter the "Board") has the legal authority to regulate and control the use of certain highways and roads in Gunnison County, Colorado; and

WHEREAS, pursuant to C.R.S. § 42-4-111 (1)(v) and C.R.S. §18-9-117(1)(b),(c), and (f) the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions; and

WHEREAS, Colo. Rev. Stat. §§ 42-1-102(43) and 42-4-106 authorize Gunnison County to prohibit the operation of identified vehicles on any road open to use of the public for purposes of vehicular travel for a total period not to exceed ninety (90) days in any one calendar year, whenever roads within the County will be seriously damaged due to the use of certain vehicles;

WHEREAS, as a result of the winter thaw there is a certain portion of County Road 734 also known as the Slate River Road (hereinafter "County Road 734"), that has deteriorated and there is resource damage; and

WHEREAS, that portion of County Road 734 that has deteriorated is located from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead; and

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 734, a temporary weight restriction has been recommended during winter thaw and spring runoff; and

WHEREAS, those adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restrict of a 15 ton load limit per vehicle for that portion of County Road 734; and

WHEREAS, such weight restriction will not adversely affect health and safety nor will it cause substantial injury to the owner(s) or occupant(s) of adjacent land(s); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that a certain portion of County Road 734 located from

the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead is subject to the road weight restriction of a fifteen (15) ton load limit per vehicle for that portion of County Road 734 during the spring season as determined by the Assistant County Manager for Public Works, not to exceed 90 days in a calendar year.

INTRODUCED by Commissioner _____, seconded by

Commissioner _____, and adopted this ___ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Laura Puckett-Daniels, Chairperson

By: _____
Elizabeth K. Smith, Vice Chairperson

By: _____
Jonathan Houck, Commissioner

ATTEST:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #3; Contract No 24 IBEH 183800;

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Behavioral Health Administration and Gunnison County

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

Summary:

once approved a docu-sign will be sent to

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 3/6/2025

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

Comments:
Legally sufficient. SO 3/6/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/6/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

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

Agenda Date: 3/18/2025

Revised April 2015

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

Contract Amendment #3

Signature and Cover Page

State Agency
Colorado Department of Human Services

Behavioral Health Administration

Contractor
Gunnison County

Current Contract Maximum Amount

Initial Term

State Fiscal Year 2024	$353,819.00

Extension Terms

State Fiscal Year 2025	$698,862.00
Total for All State Fiscal Years	$1,052,681.00

Original Contract Number
24 IBEH 183800

Amendment Contract Number
25 IBEH 195245

Contract Performance Beginning Date
September 11, 2023

Current Contract Expiration Date
June 30, 2025

Signature page begins on next page.

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

The Parties Hereto Have Executed This Amendment

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

Contractor	**State of Colorado**
Laura Puckett-Daniels, Chairperson Gunnison County Commissioners	Jared S. Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director
By: Laura Puckett-Daniels, Chairperson Gunnison County Commissioners	By: Dannette R. Smith, Commissioner Behavioral Health Administration
Date: _____	Date: _____

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

State Controller
Robert Jaros, CPA, MBA, JD

By: Telly Belton/Toni Williamson/Amanda Rios

Amendment Effective Date: _____

1. Parties

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

2. Terminology

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

3. Amendment Effective Date and Term

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown 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 the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

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

4. Purpose

The purpose of this Contract is 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 purpose of this Amendment is to update Exhibit B, Exhibit E, and Exhibit F. This Amendment adds $10,378 in new funding for FY25 for a new FY25 total of $698,862. Additionally, this Amendment updates the SLFRF award amounts.

5. Modifications

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

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

B. REPLACE Exhibit B-3, Budget, with Exhibit B-4, Budget, attached and incorporated by reference.
C. REPLACE Exhibit E-2, Supplemental Provisions for Federal Awards, with Exhibit E-3, Supplemental Provisions for Federal Awards, attached and incorporated by reference.
D. REPLACE Exhibit F-2, SLFRF Subrecipient Provisions, with Exhibit F-3, SLFRF Subrecipient Provisions, attached and incorporated by reference.

6. Limits Of Effect and Order of Precedence

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

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COLORADO
Behavioral Health Administration

EXHIBIT B-4, FY25 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	**07/01/2024 - 6/30/2025**	**Fiscal Contract Name, Title**	Jody Wise, Accountant
		Phone	970-641-7679
		Email	jwise@gunnisoncounty.org
Project Name	Juvenile Service/Criminal Justice	**Date Completed**	12/30/2024

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	$ 136,000.00	$15.00	10%	$ 13,601.50

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 Intervetion 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.40hrs.wk	$ 33.00	$8.00	2080.00	$ 85,280.00
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. 40hrs. Wk.	$ 33.00	$8.00	2080.00	$ 85,280.00

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	$ 47.00	$12.00	624.00	$ 36,816.00
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.	$ 35.00	$5.00	1040.00	$ 41,600.00
Parent Support	Facilitator for parents groups for divorced and criminally justice involved parents	$ 35.00	$9.00	520.00	$ 22,880.00
					$ 285,457.50
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.		$ 60.00	40	$ 2,400.00
				Total Client Costs	**$ 2,400.00**
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 offerred 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.		$ 32.00	2080	$ 66,560.00
Willow Bay Counseling/Dandelion Roots - 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	60	$ 6,000.00
Mobile Crisis -Peer	Peers to support mobile crisis and legislative changes (30 hours a week)		$ 45.00	1560	$ 70,200.00

Restorative Justice	Funds to support Restorative Justice lead implement services into the school and youth services systems	$ 35,000.00	1	$ 35,000.00
			Total Contract Services	**$ 177,760.00**
Occupancy				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
				$ -
			Total Occupancy	**$ -**
Operating				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
Telephone	$35 per month for 2 staff for hand held device - no office phones. $420/annual x 2	$ 210.00	2	$ 420.00
Computer	$2,500 annual cost for computer and IT services for 2 computers	$ 2,500.00	2	$ 5,000.00
Training Costs	Costs to cover community member training cost for foster care certificiation, Trust Based Relational Intervention, Restorative Practices and Trauma-informed Care or other trainings approved by leadership team	$ 2,500.00	10	$ 25,000.00
Travel	Learning communities travel for 2 employees - 1 community for 2024-2025 for 3 days. $300 lodginig x3x2 = $1,800; Per diem and incidentals $200x2x3 = $1,200 = $3,000	$ 3,000.00	1	$ 3,000.00
988 crisis line	vehicle wrap for law enforcement	$ 26,449.00	1	$ 26,449.00
Janitorial Services	Janitoral 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 Operating	**$ 64,969.00**
Depreciation/Amortization				**Annual Budget**
Item	**Description of Item**			**Total Amount Requested from BHA**
			Total Depreciation/Amortization	**$ -**
Professional Fees				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
				$ -
			Total Professional Fees	**$ -**
Capital Costs				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**

Renovations	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	$ 146,000.00	1	$ 146,000.00
Renovations	Trauma informed spaces	$ 20,575.00	1	$ 20,575.00
				$ -
			Total Capital Costs	**$ 166,575.00**
			TOTAL DIRECT COSTS (TDC)	**$ 697,161.50**
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200				
			Subaward in excess of $25,000	$ 145,760.00
			Rent	
			Equipment (over $5000)	
			Other Unallowable Expenses (not allowed a direct cost) such as land, real estate purchase, etc.	$ 166,575.00
			Total Expenses per OMB 2CFR § 200	**$ 312,335.00**
			MODIFIED TOTAL DIRECT COSTS (MTDC)	**$ 384,826.50**

Indirect Costs			**Annual Budget**
Item	**Description of Item**	**Percentage**	**Total Amount Requested from BHA**
10% De Minmis Rate	Indirect costs cover general administrative and operations and maintenance	10%	$ 38,482.65
		Total Indirect	$ 38,482.65
		Grand Total Expenses	**$ 735,644.00**

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%	
small	less than $20,000,000	2.5%	5.0%
Award of $50,000 or less	any size	0%	
		MATCH AMOUNT REQUIRED	**$ 36,782.00**

Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds

Revenue Offset	**Annual Budget**
Client Services	
Medicaid Fee for Service Cash	
Medicaid Capitation Encounters	
*valued at the Cost Per Unit of Service per unit Cost Report of Negotiated Rates received from Regional Accountable Entity (RAE)**	
BHA Indigent Encounters**	
3rd Party Insurance Cash Receipts	
Medicare Cash	
Self-Pay/Client Fees	
Cash from other Sources: (Specify below)	
Total Client Services	$ -
**The rate that your entity is receiving must be used to offset costs in this area*	
***Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount*	
Matching Funds	

Contracts and Grants		
Non-Governmental Contracts		
Other State Revenue/Accrual		
Federal Grant Funds/Accrual		
Local Funds/Accrual	$	36,782.00
Private Grant Funds/Accrual		
Public Support		
Private Support		
In-Kind Donations		
Other Funds (Specify below)		
Total Contracts and Grants	$	36,782.00
Grand Total Revenue Offset	$	36,782.00
Net Cost	**$**	**698,862.00**

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

Exhibit E-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
   ii. Subrecipient Unique Entity ID number: NSN9FAGKEDJ9
   iii. The Federal Award Identification Number (FAIN) is SLFRP0126
   iv. The Federal award date is May 18, 2021
   v. The subaward period of performance start date is July 1, 2024, and end date is June 30, 2025
   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
FY25 ARPA	$154,603.64	$154,603.64	$154,603.64

   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.
   viii. The name of the Federal awarding agency is U.S. Department of Treasury; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS).

ix. The Catalog of Federal Domestic Assistance (CFDA) number 21.027, name is Coronavirus State and Local Fiscal Recovery Funds, and dollar amount is $3,828,761.790.

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 CDHS cost allocation plan.

2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F.

3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F.

4) Subrecipient's approved indirect cost rate is 10%

5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.332 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 15 of this Exhibit and may be further specified in the accompanying Scope of Work exhibit.

7) Performance and Final Status. Subrecipient shall submit all financial, performance, and other reports to CDHS no later than thirty (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.

i. 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. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.

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:

1.1.1.1.1 Grants;

1.1.1.1.2 Contracts;

1.1.1.1.3 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);

1.1.1.1.4 Loans;

1.1.1.1.5 Loan Guarantees;

1.1.1.1.6 Subsidies;

1.1.1.1.7 Insurance;

1.1.1.1.8 Food commodities;

1.1.1.1.9 Direct appropriations;

1.1.1.1.10 Assessed and voluntary contributions; and

1.1.1.1.11 Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

1.1.1.1.12 Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

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 universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).

1.1.5 "Entity" means:

1.1.5.1 If the source of the funding is a Grant:

1.1.5.1.1 a Non-Federal Entity; or

1.1.5.1.2 a non-profit organization or for-profit organization.

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;

1.1.5.2.3 a foreign public entity;

1.1.5.2.4 a domestic or foreign non-profit organization;

1.1.5.2.5 a domestic or foreign for-profit organization; and

1.1.5.2.6 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. Grantee also means Subrecipient.

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 organization 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;

1.1.13.3 Uses net proceeds to maintain, improve, or expand the organization's operations; and

1.1.13.4 Is not an IHE.

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

1.1.15 "Pass-through Entity" means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.

1.1.16 "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17 "Subaward" means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.

1.1.18 "Subrecipient" or, if the source of funding is a Grant, "Subgrantee" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term Subrecipient does not include a beneficiary or participant. A Subrecipient may also be a recipient of other Federal awards directly from a Federal agency.

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 an Executive earns during the entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

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 must obtain a UEI but are not required to fully register in Sam.gov. 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 $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 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 §7 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 §7 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 §8 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.

7.2 To SAM. A Subrecipient shall 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:

7.2.1 Subrecipient UEI Number;

7.2.2 Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;

7.2.3 Subrecipient parent's organization UEI Number;

7.2.4 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;

7.2.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.2.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

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

7.3.1 Subrecipient's UEI Number as registered in SAM.

7.3.2 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 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

9.2 A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

10. Single Audit Requirements.

10.1 If a Subrecipient expends $1,000,000 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.

10.2 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.

10.3 Exemption. If a Subrecipient expends less than $1,000,000 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.

10.4 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.

11.2 {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.

11.3 {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).

11.4 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.

11.5 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).

11.6 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.

11.7 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.

11.8 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 during 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.

11.9 Prohibition on certain telecommunications and video surveillance equipment or services (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.

11.10 Collection of Unallowable Costs (2CFR 200.410). Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and §200.346.

11.11 Whistle Blower Protections. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a

Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

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 200.415. 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. 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 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;

14.2.3 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

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

15. Additional Terms re Payments to Grantee to Supplement Main Terms in Contract.

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

15.2 Close-Out: Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

Exhibit End

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

Exhibit F-3 - SLFRF Subrecipient Provisions Exhibit (CDHS)

This Exhibit and the Appendices hereto apply regarding the use of State and Local Fiscal Recovery Funds (SLFRF) to comply with requirements established by the U.S. Department of Treasury and the Colorado Department of Personnel & Administration, Office of the State Controller re the Colorado Department of Human Services (CDHS).

This SLFRF Provisions Exhibit may supplement other Exhibit(s) to the instant Agreement. In the event that terms on prior Exhibit(s) to the instant Agreement conflict with this SLFRF Provisions Exhibit, this Exhibit shall control and take precedence.

The Contractor/Vendor/Other Agency entity with which the Colorado Department of Human Services (CDHS) is contracting per this Agreement may be referred to as "Subrecipient" herein, the designation per controlling law and mandates. This "Subrecipient" designation shall apply in this context notwithstanding prior definition(s) of any entity to this agreement as "Contractor" or any other title.

Subrecipient must agree to and comply with the terms of these SLFRF Provisions in order to receive and use these funds. Subrecipient shall execute not only the instant Agreement, but also specifically the Certification Agreement appendix to the instant Exhibit. A failure to also separately execute the Certification Agreement appendix hereto shall not relieve Subrecipient of the rules/obligations set forth herein; such a clerical error must be promptly remedied upon discovery by notifying the CDHS office/program contact, who can then assist with the logistics of mandatory signing, which shall retroactively apply.

In the event that Subrecipient is/was in receipt of SLFRF funding from CDHS prior to execution of the instant Exhibit, Subrecipient understands that its obligations set forth herein with regards to that funding shall retroactively apply.

The regulations and requirements surrounding receipt and use of SLFRF funding is an evolving subject matter as established by the U.S. Department of Treasury and put into established policy by the Colorado Department of Personnel & Administration, Office of the State Controller for use with CDHS Agreements. As such, Subrecipient agrees to execute any additional Agreements/Amendments as required by CDHS to establish and/or update these procedures. Subrecipient agrees to accept written notice from CDHS of updates to these requirements and to comply with same forthwith, even if prior to or without a formal Amendment to the Agreement to update this Exhibit or the rules/requirements established herein. Regardless, if CDHS requests that 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).

Table 1: Federal Award(s) Applicable to this Grant Award

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date*	May 18, 2021
Federal Award End Date	December 31, 2026
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

Table 2: State Award (if applicable) to this Grant Award

State Statutory Authority	HB24-1466 - Refinance Federal Coronavirus Recovery Funds
State Award Date	July 1, 2024
State Award End Date	June 30, 2025

Appendix 1 To SLFRF Exhibit – Budget Supplement

1. Budget By US Treasury Expenditure Category

2. 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	$154,603.64
Total			$154,603.64

3. Budget By Function

4. Expenditure Category Modifications

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. Grantee also means Subrecipient.

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. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.

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

3. Compliance.

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

4.1 SAM. Subrecipient 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. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2 UEI. Grantee shall provide its UEI Number to its Prime Recipient, and shall update Grantee's information in SAM at least annually.

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:

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

5.3 In the preceding fiscal year, Grantee received:

5.4 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

5.5 $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

5.6 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.

Grantee shall report as set forth below.

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.

A. EC 1 - Public Health

i. 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

(a) Presence of capital expenditure in project

(b) Total projected capital expenditure

(c) Type of capital expenditure

(d) Written justification

(e) Labor reporting

ii. 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

iii. COVID-19 Small Business Economic Assistance (1.8)

a. Number of small businesses served

iv. COVID-19 Assistance to Non-Profits (1.9)

a. Number of non-profits served

v. COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a. Sector of employer

b. Purpose of funds

B. EC 2 – Negative Economic Impacts

i. 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)

a. Number of workers enrolled in sectoral job training programs

b. Number of workers completing sectoral job training programs

E. Number of people participating in summer youth employment programs

a. Capital Expenditures

(a) Presence of capital expenditure in project

(b) Total projected capital expenditure

(c) Type of capital expenditure

(d) Written justification

(e) Labor reporting

ii. 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)

iii. 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)

iv. Education Assistance (2.14, 2.24-2.27)

a. National Center for Education Statistics ("NCES") School ID or NCES District ID

F. Number of students participating in evidence-based programs (Federal guidance may change this requirement in July 2022)

i. 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)

ii. Small Business Economic Assistance (2.29-2.33)

a. Number of small businesses served

G. Assistance to Non-Profits (2.34)

a. Number of non-profits served

ii. Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a. Sector of employer

b. Purpose of funds

H. If other than travel, tourism and hospitality (2.36) – description of hardship

I. EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

i. Payroll for Public Health and Safety Employees (EC 3.1)

a. Number of government FTEs responding to COVID-19

ii. Rehiring Public Sector Staff (EC 3.2)

a. Number of FTEs rehired by governments

J. EC 4 – Premium Pay

i. All Premium Pay Projects

K. List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule

a. Numbers of workers served

b. Employer sector for all subawards to third-party employers

c. 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

d. Number of workers to be served with premium pay in K-12 schools

L. EC 5 – Infrastructure Projects

i. 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

(a) Prevailing wage certification or detailed project employment and local impact report

(b) Project labor agreement certification or project workforce continuity plan

(c) Prioritization of local hires

(d) Community benefit agreement description, if applicable

ii. 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

iii. 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.

(a) If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and

(b) 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.

M. 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):

(a) 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

(b) 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.

(c) 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.

ii. All Expenditure Categories

N. Program income earned and expended to cover eligible project costs

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 Prime Recipient no later than the end of the month following the month in which the Subaward was made.

Subrecipient Unique Entity ID ("UEI");

Subrecipient UEI if more than one electronic funds transfer (EFT) account;

Subrecipient parent's organization UEI;

Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

Subrecipient's UEI as registered in SAM.

Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

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.

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.

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.

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.

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).

For projects over $10 million:

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.

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.

Whether the project prioritizes local hires.

Whether the project has a Community Benefit Agreement, with a description of any such agreement.

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.

11.2 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.

11.3 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.

11.4 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.

12.2 {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.

12.3 {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).

12.4 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.

12.5 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).

12.6 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.

12.7 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.

12.8 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.

12.9 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.

12.10 Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or

agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. Certifications.

13.1 Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.

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

14. Exemptions.

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

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

Event of Default and Termination.

14.3 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.

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

14.5 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;

14.6 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;

14.7 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;

14.8 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

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

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Financial Services
Department of Human Services
Division of Contracts and Procurement

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.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto – Reporting Modification Form.

4. Maintenance of and Access to Records

   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by 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.

10. 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 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

        i. in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award;

        ii. that are determined by the Treasury Office of Inspector General to have been misused; or

        iii. 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.

18. 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.

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Financial Services
Department of Human Services
Division of Contracts and Procurement

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 notify the OSC with copy to CDHS for visibility, the OSC will report to the Department of 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.

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

SLFRF Subrecipient Quarterly Report Workbook

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).

The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.

Appendix 5 To SLFRF Exhibit - Sample SLFRF Reporting Modifications Form

Grantee	
Grant Agreement Number	
Project Title	
Project Number	
Project Duration - To	
Project Duration - From	
State Agency	

This form serves as notification that there has been a change to the SLFRF reporting requirements set forth in the Agreement.

The following reporting requirements have been (add/remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee/Contractor agrees to and acknowledges the changes to the SLFRF reporting requirements set forth in the existing Agreement. All other terms and conditions of the Agreement, with any approved modifications, remain in full force and effect. Grantee/Contractor shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Grantee	State Agency Grant Manager
Date	Date

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CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Behavioral Health Administration	**Original Contract Number** 24 IBEH 183800
Contractor Gunnison County	**Amendment Contract Number** 25 IBEH 189817
Current Contract Maximum Amount Initial Term State Fiscal Year 2024 $353,819.00 Extension Terms State Fiscal Year 2025 $688,484.00 Total for All State Fiscal Years $1,042,303.00	**Contract Performance Beginning Date** September 11, 2023 **Current Contract Expiration Date** June 30, 2025

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR
Jonathan Houck, Chairperson
Gunnison County Commissioners

DocuSigned by:
D9072877079D4CD...

By: Jonathan Houck, Chairperson
Gunnison County Commissioners

Date: 6/25/2024

STATE OF COLORADO
Jared Polis, Governor
Colorado Department of Human Services
Michelle Barnes, Executive Director

DocuSigned by:
Dannette R. Smith
C8461F937C9842D...

By: Dannette R. Smith, Commissioner, Behavioral Health Administration

Date: 6/26/2024

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by:
Toni Williamson
D2A31DEB619C416...
Toni Williamson/Telly Belton / Amanda Rios

Amendment Effective Date: 6/26/2024

DocuSign Envelope ID: EC57660A-836A-44CD-B76A-3519EBFCEE2A

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

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

4. PURPOSE

The purpose of this Contract is 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 purpose of this Amendment is to renew the Agreement for FY25. This Amendment reduces the FY24 budget by $198,805 for a new FY24 total of $353,819, and adds $688,484 in new funding for FY25. Additionally, this Amendment updates Exhibit A, Exhibit B, Exhibit C, Exhibit E, and Exhibit F.

5. MODIFICATIONS

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

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

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

C. **REPLACE** Exhibit A, Statement of Work, with Exhibit A-1, Statement of Work, attached and incorporated by reference.

D. **REPLACE** Exhibit B-1, Budget, with Exhibit B-2, Budget, attached and incorporated by reference.

E. **ADD** Exhibit B-3, Budget, attached and incorporated by reference.

F. **REPLACE** Exhibit C-1, Miscellaneous Provisions, with Exhibit C-2, Miscellaneous Provisions, attached and incorporated by reference.

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G. **REPLACE** Exhibit E-1, Supplemental Provisions for Federal Awards, with Exhibit E-2, Supplemental Provisions for Federal Awards, attached and incorporated by reference.

H. **REPLACE** Exhibit F-1, SLFRF Subrecipient Provisions, with Exhibit F-2, SLFRF Subrecipient Provisions**,** attached and incorporated by reference.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

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Exhibit A-1 - 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)

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) is this exhibit describing the work to be completed by this grant program.

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:

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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.

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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, 2024, 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 a final report by June 15, 2025, 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).

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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).

3.7 **Grant Reporting**. 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.

3.8 **Reporting Requirements**. 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 Services must be provided at appropriate BHA-licensed facilities or by individuals holding, or under the supervision of those holding, the appropriate licenses for the level of care (e.g., Licensed Professional Counselor (LPC), Licensed Addiction Counselor (LAC), Licensed Clinical Social Worker(LCSW)), and any other applicable license needed to practice psychotherapy in the state of Colorado. Licensing protocols must be discussed with the program manager and are subject to approval by BHA.

4.2 Contractor shall ensure that subcontractors will use accepted, industry standard, evidence-based assessments, which are necessary and appropriate to their program, to accurately assess each client for the appropriate level of care and services.

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.

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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
June 15, 2025	SOW, Article 3.4	Final Report

**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.

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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

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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.

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COLORADO
Behavioral Health Administration

EXHIBIT B-2, 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	**09/11/2023 - 06/30/2024**	**Fiscal Contract Name, Title**	Jody Wise, Accountant
		Phone	970-641-7679
		Email	jwise@gunnisoncounty.org
Project Name	Juvenile Service/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	$ 135,000.00	$15.00	8%	$ 10,801.20
					$ -
					$ -
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 Intervetion 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	800.00	$ 32,000.00
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	600.00	$ 24,000.00

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	280.00	$ 16,240.00
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.	$ 35.00	$5.00	200.00	$ 8,000.00
					$ -
					$ -
				Total Personnel Services (including fringe benefits)	**$ 91,041.20**

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. 1 youth served.	$ 50.00	1	$ 50.00
				$ -
			Total Client Costs	**$ 50.00**

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 offerred 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	10	$ 1,000.00
Mobile Crisis -Peer	Peers to support mobile crisis and legislative changes (30 hours a week)	$ 42.00	1200	$ 50,400.00
				$ -
				$ -
			Total Contract Services	**$ 113,800.00**

Occupancy				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
Janitorial Services	Janitoral 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	9	$ 3,825.00
				$ -
			Total Occupancy	**$ 3,825.00**

Operating				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
Law Enforcement support moblie crisis	Updated Motorolla 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	20	$ 90,000.00
Telephone	$35 per month for 2 staff for hand held device - no office phones. $420/annual x 2	$ 420.00	1	$ 420.00
Computer	$2,500 annual cost for computer and IT services for 2 computers	$ 1,500.00	2	$ 3,000.00

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 certificiation, Trust Based Relational Intervention, Restorative Practices and Trauma-informed Care or youth specific training. 5 community members	$ 2,500.00	3	$ 7,500.00
Facilitator	Cost to cover creative solutions facilitator - travel, per diem and consulting fee 2 meetings @ $5,000 each	$ 10,000.00	1	$ 10,000.00
988 Crisis line	Funds to cover the cost for law enforcement and emergency services to add 988 crisis services of vehicles	$ 35,000.00	0	$ -
				$ -
				$ -
			Total Operating	**$ 113,670.00**

Depreciation/Amortization		**Annual Budget**
Item	**Description of Item**	**Total Amount Requested from BHA**
	Total Depreciation/Amortization	**$ -**

Professional Fees				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
				$ -
				$ -
			Total Professional Fees	**$ -**

Capital Costs				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
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	$ 26,007.00	1	$ 26,007.00
				$ -
				$ -
			Total Capital Costs	**$ 26,007.00**
			TOTAL DIRECT COSTS (TDC)	**$ 348,393.20**

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.	$ 30,000.00
Total Expenses per OMB 2CFR § 200	**$ 107,920.00**
MODIFIED TOTAL DIRECT COSTS (MTDC)	**$ 240,473.20**

Indirect Costs			**Annual Budget**
Item	**Description of Item**	**Percentage**	**Total Amount Requested from BHA**
10% De Minmis Rate	Indirect costs cover general administrative and operations and maintenance	10%	$ 24,047.32
		Total Indirect	$ 24,047.32

Exhibit B-2

Grand Total Expenses	**$ 372,441.00**

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%	
small	less than $20,000,000	2.5%	5.0%
Award of $50,000 or less	any size	0%	

MATCH AMOUNT REQUIRED	**$ 18,622.00**

Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds

Revenue Offset	Annual Budget
Client Services	
Medicaid Fee for Service Cash	
Medicaid Capitation Encounters *valued at the Cost Per Unit of Service per unit Cost Report of Negotiated Rates received from Regional Accountable Entity (RAE)**	
BHA Indigent Encounters**	
3rd Party Insurance Cash Receipts	
Medicare Cash	
Self-Pay/Client Fees	
Cash from other Sources: (Specify below)	
Total Client Services	$ -
**The rate that your entity is receiving must be used to offset costs in this area* ***Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount*	
Matching Funds	
Contracts and Grants	
Non-Governmental Contracts	
Other State Revenue/Accrual	
Federal Grant Funds/Accrual	$ 18,622.00
Local Funds/Accrual	
Private Grant Funds/Accrual	
Public Support	
Private Support	
In-Kind Donations	
Other Funds (Specify below)	
Total Contracts and Grants	$ 18,622.00
Grand Total Revenue Offset	$ 18,622.00
Net Cost	**$ 353,819.00**

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

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COLORADO
Behavioral Health Administration

EXHIBIT B-3, FY25 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	**07/01/2024 - 6/30/2025**	**Fiscal Contract Name, Title**	Jody Wise, Accountant
		Phone	970-641-7679
		Email	jwise@gunnisoncounty.org
Project Name	Juvenile Service/Criminal Justice	**Date Completed**	05/25/2023

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

EXPENDITURE CATEGORIES					
Personnel Services: Salary/Benefits					**Annual Budget**
Position Title	**Description of Work**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total Amount Requested from BHA**
Director	The Director of Juvenile Services will ensure program implementation, reporting and sustainability of programming	$ 136,000.00	$15.00	10%	$ 13,601.50
					$ -
					$ -
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 Intervetion 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.40hrs.wk	$ 33.00	$8.00	2080.00	$ 85,280.00
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. 40hrs. Wk.	$ 33.00	$8.00	2080.00	$ 85,280.00

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	$ 47.00	$12.00	624.00	$ 36,816.00
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.	$ 35.00	$5.00	1040.00	$ 41,600.00
					$ -
				Total Personnel Services (including fringe benefits)	**$ 262,577.50**

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	4	$ 200.00
				$ -
				$ -
			Total Client Costs	**$ 200.00**

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 offerred 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.	$ 32.00	2080	$ 66,560.00
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	60	$ 6,000.00
Mobile Crisis -Peer	Peers to support mobile crisis and legislative changes (30 hours a week)	$ 45.00	1560	$ 70,200.00
Parent Support	Funds to support parent groups for divorced and criminal justice involved parents	$ 1,200.00	6	$ 7,200.00
Restorative Justice	Funds to support Restorative Justice lead implement services into the school and youth services systems	$ 35,000.00	1	$ 35,000.00
				$ -
				$ -
			Total Contract Services	**$ 184,960.00**

Occupancy				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
Janitorial Services	Janitoral 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**

Exhibit B-3

Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
Law Enforcement support moblie crisis	Updated Motorolla 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	20	$ 90,000.00
Telephone	$35 per month for 2 staff for hand held device - no office phones. $420/annual x 2	$ 210.00	2	$ 420.00
Computer	$2,500 annual cost for computer and IT services for 2 computers	$ 2,500.00	2	$ 5,000.00
Training Costs	Costs to cover community member training cost for foster care certificiation, Trust Based Relational Intervention, Restorative Practices and Trauma-informed Care or other trainings approved by leadership team	$ 2,500.00	6	$ 15,000.00
Travel	Learning communities travel for 2 employees - 1 community for 2024-2025 for 3 days. $300 lodginig x3x2 = $1,800; Per diem and incidentals $200x2x3 = $1,200 = $3,000	$ 3,000.00	1	$ 3,000.00
988 crisis line	vehicle wrap for law enforcement	$ 26,449.00	1	$ 26,449.00
				$ -
			Total Operating	**$ 139,869.00**

Depreciation/Amortization				Annual Budget
Item	**Description of Item**			**Total Amount Requested from BHA**
			Total Depreciation/Amortization	**$ -**

Professional Fees				Annual Budget
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
				$ -
				$ -
			Total Professional Fees	**$ -**

Capital Costs				Annual Budget
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
Rennovations	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	$ 73,500.00	1	$ 73,500.00
Rennovations	Trauma informed spaces	$ 5,469.00	1	$ 5,469.00
				$ -
			Total Capital Costs	**$ 78,969.00**
			TOTAL DIRECT COSTS (TDC)	**$ 671,675.50**

Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200	
Subaward in excess of $25,000	$ 51,660.00
Rent	
Equipment (over $5000)	
Other Unallowable Expenses (not allowed a direct cost) such as land, real estate purchase, etc.	$ 89,565.50
Total Expenses per OMB 2CFR § 200	**$ 141,226.00**
MODIFIED TOTAL DIRECT COSTS (MTDC)	**$ 530,449.50**

Indirect Costs			Annual Budget
Item	**Description of Item**	**Percentage**	**Total Amount Requested from BHA**

10% De Minmis Rate	Indirect costs cover general administrative and operations and maintenance	10%	$	53,044.95
		Total Indirect	$	53,044.95
		Grand Total Expenses	**$**	**724,720.00**

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%	
small	less than $20,000,000	2.5%	5.0%
Award of $50,000 or less	any size	0%	

MATCH AMOUNT REQUIRED **$ 36,236.00**

Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds

Revenue Offset	Annual Budget
Client Services	
Medicaid Fee for Service Cash	
Medicaid Capitation Encounters *valued at the Cost Per Unit of Service per unit Cost Report of Negotiated Rates received from Regional Accountable Entity (RAE)**	
BHA Indigent Encounters**	
3rd Party Insurance Cash Receipts	
Medicare Cash	
Self-Pay/Client Fees	
Cash from other Sources: (Specify below)	
Total Client Services	$ -
**The rate that your entity is receiving must be used to offset costs in this area* ***Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount*	
Matching Funds	
Contracts and Grants	
Non-Governmental Contracts	
Other State Revenue/Accrual	
Federal Grant Funds/Accrual	
Local Funds/Accrual	$ 36,236.00
Private Grant Funds/Accrual	
Public Support	
Private Support	
In-Kind Donations	
Other Funds (Specify below)	
Total Contracts and Grants	$ 36,236.00
Grand Total Revenue Offset	$ 36,236.00
Net Cost	**$ 688,484.00**

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

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Exhibit C-2
Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

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D. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (http://www.colorado.gov/ladders) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

F. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. The Contractor shall comply with all the provisions and requirements of RFP IBEH 2023*168 and with Contractor's solicitation response thereto.

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.
    a. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
5. 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,

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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

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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.

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III. Financial Requirements

A. Funding Sources
The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget." If federal grant dollars,** the Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Program Income
Program income generated through grant funded programs are additive funding that must be utilized for a consistent purpose as outlined in 2 CFR 200.307(e)(2). If Contractor charges and receives fees for services, or otherwise receives income associated with the sponsored program, this is considered program income and is required to be tracked and managed in accordance with the conditions of the award.

C. Budget Reallocations
1. The Contractor may reallocate funds between the budget categories of this contract, up to ten percent (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, and requests for supporting documentation.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us.
4. Year-end invoice estimates are due by June 15. Final invoice requests in excess of the submitted estimates are payable contingent on available funds.
5. Final invoices are due no later than August 30.
6. If the Contractor is a recipient of Federal Funds, final invoices are due no later than 45 days after the end date of the grant.
7. Invoices for the prior fiscal year received by August 30 which require revisions must be final by September 10 or they may not be paid.
8. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
9. The State will make payment on invoices within forty-five (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 forty-five (45) days after invoice submission to the State.

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

EXHIBIT **E-2** - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1) Federal Award Identification
   i. Subrecipient: **Gunnison County;**
   ii. Subrecipient Unique Entity ID number: **Q2BFB8KQ3JQ9**;
   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 **9/11/2023** and end date is **6/30/2025**;
   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	**$353,819.00**	**$353,819.00**	**$353,819.00**
FY25 ARPA	**$688,484.00**	**$688,484.00**	**$688,484.00**

   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.)**;
   viii. The name of the Federal awarding agency is **U.S. Department of Treasury**; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS);
   ix. The Catalog of Federal Domestic Assistance (CFDA) number is **21.027, name is Coronavirus State and Local Fiscal Recovery Funds, and dollar amount is $3,828,761,790**;
   x. This award **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 CDHS cost allocation plan.

2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E and Exhibit F**.

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3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E and Exhibit F.**
4) Subrecipient's approved indirect cost rate is **10%**
5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **N/A**.
7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **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. X Subrecipient shall provide matching funds as stated in **Exhibit B**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDHS that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

1. DEFINITIONS.

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

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

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

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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;

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1.1.5.4. a domestic or foreign non-profit organization;

1.1.5.5. a domestic or foreign for-profit organization; and

1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

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

1.1.7. If the source of funding is a Grant, "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

1.1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.1.9. "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1.1.10. If the source of funding is a Grant, "Grant" as used herein is the Contract to which these Federal Provisions are attached.

1.1.11. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.

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

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

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

1.1.13.2. Is not organized primarily for profit; and

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

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

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

1.1.16. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

1.1.18. "Subrecipient" or, if the source of funding is a Grant, "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

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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.

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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 §7 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 §7 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.

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6.3. The procurement standards in §8 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.

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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).

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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.

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

14. EVENT OF DEFAULT AND TERMINATION.

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

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

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

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

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

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

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

EXHIBIT END

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

EXHIBIT F-2 - SLFRF SUBRECIPIENT PROVISIONS EXHIBIT (CDHS)

This Exhibit and the Appendices hereto apply regarding the use of State and Local Fiscal Recovery Funds (SLFRF) to comply with requirements established by the U.S. Department of Treasury and the Colorado Department of Personnel & Administration, Office of the State Controller re the Colorado Department of Human Services (CDHS).

This SLFRF Provisions Exhibit may supplement other Exhibit(s) to the instant Agreement. In the event that terms on prior Exhibit(s) to the instant Agreement conflict with this SLFRF Provisions Exhibit, this Exhibit shall control and take precedence.

The Contractor/Vendor/Other Agency entity with which the Colorado Department of Human Services (CDHS) is contracting per this Agreement may be referred to as "Subrecipient" herein, the designation per controlling law and mandates. This "Subrecipient" designation shall apply in this context notwithstanding prior definition(s) of any entity to this agreement as "Contractor" or any other title.

Subrecipient must agree to and comply with the terms of these SLFRF Provisions in order to receive and use these funds. Subrecipient shall execute not only the instant Agreement, but also specifically the Certification Agreement appendix to the instant Exhibit. A failure to also separately execute the Certification Agreement appendix hereto shall not relieve Subrecipient of the rules/obligations set forth herein; such a clerical error must be promptly remedied upon discovery by notifying the CDHS office/program contact, who can then assist with the logistics of mandatory signing, which shall retroactively apply.

In the event that Subrecipient is/was in receipt of SLFRF funding from CDHS prior to execution of the instant Exhibit, Subrecipient understands that its obligations set forth herein with regards to that funding shall retroactively apply.

The regulations and requirements surrounding receipt and use of SLFRF funding is an evolving subject matter as established by the U.S. Department of Treasury and put into established policy by the Colorado Department of Personnel & Administration, Office of the State Controller for use with CDHS Agreements. As such, Subrecipient agrees to execute any additional Agreements/Amendments as required by CDHS to establish and/or update these procedures. Subrecipient agrees to accept written notice from CDHS of updates to these requirements and to comply with same forthwith, even if prior to or without a formal Amendment to the Agreement to

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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	**FY24** Criminal Justice Intervention, Detection & Redirection Grant Program	1.14 Other Public Health Services	**$353,819.00**
PHI300	**FY25** Criminal Justice Intervention, Detection & Redirection Grant Program	1.14 Other Public Health Services	**$688,484.00**
Total			**$1,042,303.00**

2. BUDGET BY FUNCTION

3. EXPENDITURE CATEGORY MODIFICATIONS

3.1. 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.***

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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.

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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. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.

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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 Number" means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei.

3. COMPLIANCE.

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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 IDENTIFIER (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.

4.2. UEI. Grantee shall provide its UEI Number to its Prime Recipient, and shall update Grantee's information in SAM at least annually.

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.

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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

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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

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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

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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

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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

8.1.1. 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.

8.1.1.1. Subrecipient UEI;

8.1.1.2. Subrecipient UEI if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization UEI;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.2.1. Subrecipient's UEI as registered in SAM.

8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.2.3. 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.

8.1.2.4. 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.

8.1.2.5. 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.

8.1.2.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction

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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 Employement and Wage Statistics, whichever is higher, OR the eligible worker reciving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.2.7. 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).

8.1.2.7.1. For projects over $10 million:

8.1.2.7.1.1. 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.

8.1.2.7.1.2. 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)

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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.

8.1.2.7.1.3. Whether the project prioritizes local hires.

8.1.2.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.3. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5– SLFRF Reporting Modification Form.

9. Procurement Standards.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

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

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

10. Access to Records.

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

11. Single Audit Requirements.

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

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

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

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

12. Grant Provisions for Subrecipient Agreements.

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

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

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

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

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).

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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 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. Certifications.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.

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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.

EVENT OF DEFAULT AND TERMINATION.

14.3 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.

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

14.4.1 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;

14.4.2 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;

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

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14.4.4 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

14.4.5 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: Jonathan Houck Gunnison County

Authorized Representative: Jonathan Houck

Title: Chair-Gunnison BOCC

Signature: DocuSigned by: D9072877079D4CD... 6/25/2024

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AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

1. Use of Funds
   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto – Reporting Modification Form.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by

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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.

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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.

10. Remidial 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 additional payments may be subject to withholding as provided in sections

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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.

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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.

18. 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

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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.

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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,

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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.

11. 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.

APPENDIX 5 TO SLFRF EXHIBIT- SAMPLE SLFRF REPORTING MODIFICATIONS FORM

Grantee:	Grant Agreement No:

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Project Title:			Project No:	
Project Duration:	To:		From:	
State Agency:				

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

_____ _____

Grantee Date

_____ _____

State Agency Grant Manager Date

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CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Behavioral Health Administration	**Original Contract Number** 24 IBEH 183800
Contractor Gunnison County	**Amendment Contract Number** 24 IBEH 189914
Current Contract Maximum Amount Initial Term State Fiscal Year 2024 $552,624.00 Extension Terms None Total for All State Fiscal Years $552,624.00	**Contract Performance Beginning Date** September 11, 2023 **Current Contract Expiration Date** June 30, 2024

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR
Jonathan Houck, Chairperson
Gunnison County Commissioners

DocuSigned by:
D9072877079D4CD...

By: Jonathan Houck, Chairperson
Gunnison County Commissioners

Date: 5/8/2024

STATE OF COLORADO
Jared Polis, Governor
Colorado Department of Human Services
Michelle Barnes, Executive Director

DocuSigned by:
Dannette R. Smith
C8461F937C9842D...

By: Dannette R. Smith, Commissioner
Behavioral Health Administration

Date: 5/20/2024

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by:
Toni Williamson
D2A31DEB619C418...
Toni Williamson / Telly Belton

Amendment Effective Date: 5/21/2024

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1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

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

4. PURPOSE

The purpose of this Contract is 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 purpose of this Amendment is to update Exhibit B, Exhibit C, Exhibit E, and Exhibit F. This Amendment reduces the FY24 budget by $168,887 for a new FY24 total of $552,624.

5. MODIFICATIONS

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

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

B. **REPLACE** Exhibit B, Budget, with Exhibit B-1, Budget, attached and incorporated by reference.

C. **REPLACE** Exhibit C, Miscellaneous Provisions, with Exhibit C-1, Miscellaneous Provisions, attached and incorporated by reference.

D. **REPLACE** Exhibit E, Supplemental Provisions for Federal Awards, with Exhibit E-1, Supplemental Provisions for Federal Awards, attached and incorporated by reference.

E. **REPLACE** Exhibit F, SLFRF Subrecipient Provisions, with Exhibit F-1, SLFRF Subrecipient Provisions, attached and incorporated by reference.

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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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

COLORADO
Behavioral Health Administration

EXHIBIT B-1, 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	**09/11/2023 - 06/30/2024**	**Fiscal Contract Name, Title**	Jody Wise, Accountant
		Phone	970-641-7679
		Email	jwise@gunnisoncounty.org
Project Name	Juvenile Service/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	$ 136,000.00	$15.00	10%	$ 13,601.50
					$ -
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 Intervetion 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	1560.00	$ 62,400.00
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.	$ 35.00	$5.00	780.00	$ 31,200.00
					$ -
				Total Personnel Services (including fringe benefits)	**$ 199,761.50**

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 offerred 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	Janitoral 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 Motorolla 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	22	$ 99,000.00
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	$ 2,500.00	5	$ 12,500.00
Facilitator	Cost to cover creative solutions facilitator - travel, per diem and consulting fee 3 meetings @ $5,000 each	$ 15,000.00	1	$ 15,000.00
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	**$ 170,090.00**

Depreciation/Amortization		**Annual Budget**
Item	**Description of Item**	**Total Amount Requested from BHA**
	Total Depreciation/Amortization	**$ -**

Professional Fees				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
				$ -
			Total Professional Fees	**$ -**

Capital Costs				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
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	$ 31,503.00	1	$ 31,503.00
				$ -
			Total Capital Costs	**$ 31,503.00**
			TOTAL DIRECT COSTS (TDC)	**$ 538,774.50**

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.	$ 31,503.00
Total Expenses per OMB 2CFR § 200	**$ 109,423.00**
MODIFIED TOTAL DIRECT COSTS (MTDC)	**$ 429,351.50**

Indirect Costs			**Annual Budget**
Item	**Description of Item**	**Percentage**	**Total Amount Requested from BHA**
10% De Minmis Rate	Indirect costs cover general administrative and operations and maintenance	10%	$ 42,935.15
		Total Indirect	$ 42,935.15
		Grand Total Expenses	**$ 581,710.00**

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%	
small	less than $20,000,000	2.5%	5.0%
Award of $50,000 or less	any size	0%	

MATCH AMOUNT REQUIRED **$ 29,086.00**

Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds

Revenue Offset	Annual Budget
Client Services	
Medicaid Fee for Service Cash	
Medicaid Capitation Encounters	
*valued at the Cost Per Unit of Service per unit Cost Report of Negotiated Rates received from Regional Accountable Entity (RAE)**	
BHA Indigent Encounters**	
3rd Party Insurance Cash Receipts	
Medicare Cash	
Self-Pay/Client Fees	
Cash from other Sources: (Specify below)	
Total Client Services	$ -
**The rate that your entity is receiving must be used to offset costs in this area* ***Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount*	
Matching Funds	
Contracts and Grants	
Non-Governmental Contracts	
Other State Revenue/Accrual	
Federal Grant Funds/Accrual	$ 29,086.00
Local Funds/Accrual	
Private Grant Funds/Accrual	
Public Support	
Private Support	
In-Kind Donations	
Other Funds (Specify below)	
Total Contracts and Grants	$ 29,086.00
Grand Total Revenue Offset	$ 29,086.00
Net Cost	**$ 552,624.00**

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

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Exhibit C-1
Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

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D. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (http://www.colorado.gov/ladders) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

F. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. The Contractor shall comply with all the provisions and requirements of RFP 2023*168 and with Contractor's solicitation response thereto.

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.
    a. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
5. 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,

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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

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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.

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III. Financial Requirements

A. Funding Sources

The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget." If federal grant dollars,** the Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Program Income

Program income generated through grant funded programs are additive funding that must be utilized for a consistent purpose as outlined in 2 CFR 200.307(e)(2). If Contractor charges and receives fees for services, or otherwise receives income associated with the sponsored program, this is considered program income and is required to be tracked and managed in accordance with the conditions of the award.

C. Budget Reallocations

1. The Contractor may reallocate funds between the budget categories of this contract, up to ten percent (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, and requests for supporting documentation.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us.
4. Year-end invoice estimates are due by June 15. Final invoice requests in excess of the submitted estimates are payable contingent on available funds.
5. Final invoices are due no later than August 30.
6. If the Contractor is a recipient of Federal Funds, final invoices are due no later than 45 days after the end date of the grant.
7. Invoices for the prior fiscal year received by August 30 which require revisions must be final by September 10 or they may not be paid.
8. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
9. The State will make payment on invoices within forty-five (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 forty-five (45) days after invoice submission to the State.

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

EXHIBIT E-1 - 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 **September 11, 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	**$552,624.00**	**$552,624.00**	**$552,624.00**

   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 $3,828,761,790.
   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.

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

1.1.1.2. Award ***does not*** include:

1.1.1.2.1. Technical assistance, which provides services in lieu of money;

1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

1.1.1.2.3. Any award classified for security purposes; or

1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.1.2. "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.

1.1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.1.4. "Unique Entity ID number" or "UEI" is the Unique Entity ID number established by the federal government in the Unique Entity ID System to uniquely identify a business entity. For more, see: www.sam.gov.

1.1.5. "Entity" means:

1.1.5.1. If the source of funding is a Grant:

1.1.5.1.1. a Non-Federal Entity;

1.1.5.1.2. a foreign public entity;

1.1.5.1.3. a foreign organization;

1.1.5.1.4. a non-profit organization;

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

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

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

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

1.1.5.2. If the source of funding is not a Grant:

1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;

1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;

1.1.5.3. a foreign public entity;

1.1.5.4. a domestic or foreign non-profit organization;

1.1.5.5. a domestic or foreign for-profit organization; and

1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

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

1.1.7. If the source of funding is a Grant, "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

1.1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.1.9. "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1.1.10. If the source of funding is a Grant, "Grant" as used herein is the Contract to which these Federal Provisions are attached.

1.1.11. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.

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

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

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

1.1.13.2. Is not organized primarily for profit; and

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

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

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

1.1.16. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

1.1.18. "Subrecipient" or, if the source of funding is a Grant, "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

1.1.19. "Subrecipient Parent UEI Number" means the subrecipient parent organization's 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.1.20. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

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

1.1.21.1. Salary and bonus;

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

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

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

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

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

1.1.22. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.

1.1.23. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.1.24. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

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

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

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

3.2. UEI. Contractor/Grantee shall provide its UEI number to its Prime Recipient, and shall update Contractor's/Grantee's information in www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. TOTAL COMPENSATION.

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

4.1.1. The total Federal funding authorized to date under the Award is $30,000 or more if the source of funding is a Grant, or otherwise $25,000 or more if the source of funding is not a Grant; and

4.1.2. In the preceding fiscal year, Contractor/Grantee received:

4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

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

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

6.3. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

7.1.1.1. Subrecipient UEI Number;

7.1.1.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;

7.1.1.3. Subrecipient parent's organization UEI Number;

7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;

7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

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

7.1.2.1. Subrecipient's UEI Number as registered in SAM.

7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

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

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

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS.

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

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

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

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

11. CONTRACT/GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

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

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

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

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

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

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

11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

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

14. EVENT OF DEFAULT AND TERMINATION.

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

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

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

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

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

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

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

EXHIBIT END

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

EXHIBIT F-1 - 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

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Subrecipient execute an Amendment to formalize implementation of and/or acknowledgment of updates to this Exhibit, Subrecipient shall promptly comply.

Subrecipient agrees to stay abreast of and comply with the most current iterations of the requirements re SLFRF funding set forth on https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).

APPENDIX 1 TO SLFRF EXHIBIT- BUDGET SUPPLEMENT

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in this Appendix will determine what is reported on as outlined in 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	**$552,624.00**
Total			**$552,624.00**

2. BUDGET BY FUNCTION

3. EXPENDITURE CATEGORY MODIFICATIONS

1.1 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab). ***In no event may this be used to modify the overall total of this Agreement or otherwise any non SLFRF expenditures.***

APPENDIX 2 TO SLFRF EXHIBIT- FEDERAL PROVISIONS SUPPLEMENT

1. APPLICABILITY OF PROVISIONS.

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

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1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

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

2. DEFINITIONS.

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

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

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

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

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

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

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

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

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

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

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

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

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

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

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

2.1.9.2. Is not organized primarily for profit; and

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

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

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

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

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

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial

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Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

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

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

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

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

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

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

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

3. COMPLIANCE.

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

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

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

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

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

5. TOTAL COMPENSATION.

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

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

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

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

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

6. REPORTING.

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

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7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Appendix 4 to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

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EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served
b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

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EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report
    ii. Project labor agreement certification or project workforce continuity plan
    iii. Prioritization of local hires
    iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
    ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

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b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:

i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

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8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient Unique Entity ID;

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

8.1.2.3. Subrecipient parent's organization Unique Entity ID;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker

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receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational 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

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access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5– SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

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

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

10. ACCESS TO RECORDS.

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

11. SINGLE AUDIT REQUIREMENTS.

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

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

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

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

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

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

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

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

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

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

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

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

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12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.

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

14. EXEMPTIONS.

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

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

15. EVENT OF DEFAULT AND TERMINATION.

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

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

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

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

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

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

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

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APPENDIX 3 TO SLFRF EXHIBIT- SUBRECIPIENT CERTIFICATION AGREEMENT

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: Jonathan Houck Gunnison County

Authorized Representative: Jonathan Houck

Title: Chair-Gunnison BOCC

Signature: DocuSigned by: D9072877079D4CD... 5/8/2024

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AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto – Reporting Modification Form.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

   Cost Sharing. Cost sharing or matching funds are not required to be provided by

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7. Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

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vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any

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10. additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish

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an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for Agreement or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and

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Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF
1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall

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initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42
   U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include

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investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

APPENDIX 4 TO SLFRF EXHIBIT- SLFRF SUBRECIPIENT QUARTERLY REPORT REQUIREMENTS

1. **SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**
   - 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).
   - 1.2 The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.

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APPENDIX 5 TO SLFRF EXHIBIT- SAMPLE SLFRF REPORTING MODIFICATIONS FORM

Grantee:			Grant Agreement No:		
Project Title:			Project No:		
Project Duration:	To:		From:		
State Agency:					

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

_____ _____

Grantee Date

_____ _____

State Agency Grant Manager Date

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

STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

CMS #: 24 IBEH 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

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Division of Contracts and Procurement

Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in §10: Worker's Compensation: Yes General Liability: Yes Automobile Liability: **Yes** Protected Information: **Yes** Professional Liability Insurance: **Yes** Cyber/Net. Security-Privacy Liability Insurance: **No** Crime Insurance: **No**	**Miscellaneous** Authority to enter into this Contract exists in: C.R.S. 27-60-402. Law-Specified Vendor Statute (if any): NA Procurement Method: Request for Proposals (RFP) Solicitation Number (if any): IBEH 2023000168
State Representative 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	**Contractor Representative** Perry Solheim, Chief Financial Officer Gunnison County 200 E. Virginia Ave., Gunnison, CO 81230 970-641-2203 | psolheim@gunnisoncounty.org

Exhibits
The following Exhibits are attached and incorporated into this Contract:
Exhibit A - Statement of Work
Exhbiit 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

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.

Signature Page Begins On Next Page

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Department of Human Services
Division of Contracts and Procurement

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR Jonathan Houck, Chairperson Gunnision County Commissioners	**STATE OF COLORADO** Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director
By: Jonathan Houck, Chairperson Gunnison County Commissioners	DocuSigned by: Michelle Barnes 44E9E443866A493... By: Michelle Barnes, Interim Commissioner, Behavioral Health Administration
Date: 9-5-2023	Date: 9/11/2023
2nd State or Contractor Signature if Needed	**LEGAL REVIEW** Philip J. Weiser, Attorney General
By: Name & Title of Person Signing for Signatory	By: _____ Assistant Attorney General
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Toni Williamson D2A31DEB619C416...
Andrea Eurich/Toni Williamson

Effective Date: 9/11/2023

-- Signature and Cover Pages End --

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

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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State's Option

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

D. End of Term Extension

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

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

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

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

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

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

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

v. Option to Increase Maximum Amount

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

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

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

B. Litigation Reporting

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

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

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

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

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or

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

D. Incident Notice and Remediation

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

E. Data Protection and Handling

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

F. Safeguarding PII

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

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

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

10. INSURANCE

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

A. Workers' Compensation

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

B. General Liability

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

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

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

iv. $50,000 any one fire.

C. Automobile Liability

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

D. Protected Information

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

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

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

ii. $2,000,000 general aggregate.

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

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

E. Professional Liability Insurance

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

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

ii. $1,000,000 general aggregate.

F. Crime Insurance

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

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

ii. $1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

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

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

ii. $2,000,000 general aggregate.

H. Additional Insured

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

I. Primacy of Coverage

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

J. Cancellation

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

K. Subrogation Waiver

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

L. Public Entities

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

M. Certificates

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

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

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach of Contract

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

a. Obligations and Rights

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

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Intellectual Property

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

B. Contractor's Remedies

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

13. STATE'S RIGHT OF REMOVAL

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

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

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

the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

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

ii. Patents

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

iii. Assignments and Assistance

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

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software, (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

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

applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

18. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. HIPAA Business Associate Agreement (if any).
ii. Federal Provisions (if any).
iii. Colorado Special Provisions in §19 of the main body of this Contract.
iv. Information Technology Provisions Exhibit (if any).
v. The provisions of the other sections of the main body of this Contract.
vi. PII Certification (if any)
viii. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

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

M. Severability

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

N. Survival of Certain Contract Terms

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

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq. C.R.S.

(Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

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

Q. Waiver

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

R. CORA Disclosure

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

S. Standard and Manner of Performance

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

T. Licenses, Permits, and Other Authorizations.

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

U. Indemnification

i. Applicability

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

ii. General Indemnification

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

iii. Confidential Information Indemnification

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

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor's subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

V. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*,

C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by the Governor's Office Of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, *et seq*., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

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

W. Other

i. Compliance with State and Federal Law, Regulations, & Executive Orders

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements

between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any other identity.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

21. THIRD PARTY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S, if Contractor is to be granted access to Personal Identifying Information through a database or automated network that is not publicly available information, Contractor certifies, and will certify annually, under penalty of perjury that Contractor has not and

will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

If Contractor's agents, employees, assigns or Subcontractors require certification pursuant to § 24-74-105, C.R.S., Contractor shall require annually that its agents, employees, assigns or Subcontractors sign and date the following certifications as applicable, which shall be made available to the State upon request:

For an individual: *Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*

For and entity/organization: *Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

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

SAMPLE OPTION LETTER (IF APPLICABLE)

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** Month Day, Year **Current Contract Expiration Date** Month Day, Year

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

A. For use with Option 1(A): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. For use with Options 1(B and C): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. For use with Option 1(D): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. For use with Option 1€: In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. For use with all Options that modify the Contract Maximum Amount: The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date:

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

STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE SAMPLE ONLY – DO NOT SIGN By: Name & Title of Person Signing for Agency or IHE Date: SAMPLE ONLY – DO NOT SIGN	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** SAMPLE ONLY – DO NOT SIGN Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: SAMPLE ONLY – DO NOT SIGN

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Exhibit A - Statement of Work
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)

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:

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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.

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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

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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.

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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).

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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.

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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 Intervetion 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 offerred 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	Janitoral 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 Motorolla 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 certificiation, 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%	

small	less than $20,000,000	2.5%	5.0%
Award of $50,000 or less	any size	0%	

MATCH AMOUNT REQUIRED **$ 40,326.00**

Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds

Revenue Offset	Annual Budget
Client Services	
Medicaid Fee for Service Cash	
Medicaid Capitation Encounters *valued at the Cost Per Unit of Service per unit Cost Report of Negotiated Rates received from Regional Accountable Entity (RAE)**	
BHA Indigent Encounters**	
3rd Party Insurance Cash Receipts	
Medicare Cash	
Self-Pay/Client Fees	
Cash from other Sources: (Specify below)	
Total Client Services	$ -
**The rate that your entity is receiving must be used to offset costs in this area* ***Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount*	
Matching Funds	
Contracts and Grants	
Non-Governmental Contracts	
Other State Revenue/Accrual	
Federal Grant Funds/Accrual	$ 35,030.00
Local Funds/Accrual	$ 49,987.00
Private Grant Funds/Accrual	
Public Support	
Private Support	
In-Kind Donations	
Other Funds (Specify below)	
Total Contracts and Grants	$ 85,017.00
Grand Total Revenue Offset	$ 85,017.00
Net Cost	**$ 721,511.00**

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

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Exhibit C
Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

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D. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (http://www.colorado.gov/ladders) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

F. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. The Contractor shall comply with all the provisions and requirements of RFP 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,

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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

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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.

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III. Financial Requirements

A. Funding Sources
The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget." If federal grant dollars,** the Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Program Income
Program income generated through grant funded programs are additive funding that must be utilized for a consistent purpose as outlined in 2 CFR 200.307(e)(2). If Contractor charges and receives fees for services, or otherwise receives income associated with the sponsored program, this is considered program income and is required to be tracked and managed in accordance with the conditions of the award.

C. Budget Reallocations
1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

D. Payment Terms
1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA. Contractor shall comply with the invoicing instructions contained within the invoice template.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.

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

EXHIBIT D
HIPAA BUSINESS ASSOCIATE / 42 PART 2 QUALIFIED SERVICE ORGANIZATION AGREEMENT

This HIPAA Business Associate/42 Part 2 Qualified Service Organization Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

1. PURPOSE

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

2. DEFINITIONS

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

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

a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103 and, and shall refer to Contractor.

b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.

c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;

B. the person notifies Business Associate of any Breach involving PHI of which it is aware.

iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

d. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

e. Impermissible Uses and Disclosures.

i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

f. Business Associate's Subcontractors.

i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

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ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

g. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at https://oit.colorado.gov/standards-policies-guides/technical-standards-policies.

h. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

i. Amendment of PHI.

i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

j. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

k. Restrictions and Confidential Communications.

i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or

B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.

ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

l. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

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m. Audit, Inspection and Enforcement.

i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

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

n. Appropriate Safeguards.

i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.

ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.

iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.

iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

o. Safeguard During Transmission.

i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

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

i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is

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required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

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

q. Business Associate's Insurance and Notification Costs.

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

A. loss of PHI data;

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

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

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

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

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

r. Subcontractors and Breaches.

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

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

s. Data Ownership.

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

ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes.

i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.

ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

a. Breach.

i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.

ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

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b. Effect of Termination.

i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.

ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

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

7. LIMITATION OF LIABILITY

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

8. DISCLAIMER

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

9. CERTIFICATION

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

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10. AMENDMENT

a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.

ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may

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include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

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

13. SURVIVAL

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

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APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. PURPOSE

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

2. ADDITIONAL TERMS

a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

    i. Reserved.

b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

    i. Reserved.

c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

    i. Reserved.

d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

    i. Reserved.

e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

    i. Reserved.

    ii. The Associate:
        A. Acknowledges this agreement qualifies as a Qualified Service Organization Addendum as the agreement is between a Substance Abuse Program ("Program") and a Qualified Service Organization as defined by 42 C.F.R. Part 2.

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B. Acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any information received from the Program identifying or otherwise relating to the patient in the Program ("protected information"), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2. Protected information encompasses protected health information ("PHI") and references to PHI shall be understood to include protected information.
C. Agrees to resist any efforts in judicial proceeding to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse patient Records, 42 C.F.R. Part 2.
D. Agrees that if the Associate enters into a contract with any agent or subcontractor, the agent or subcontractor will agree to comply with 42 C.F.R Part 2.
E. Agrees to ensure that any agent or subcontractor to whom the Associate provides protected information received from the Program, or creates or receives on behalf of the Program, agrees to the same restrictions and conditions that apply through this agreement to the Associate with respect to such information.
F. Agrees that redisclosure of protected information is prohibited unless permitted by 42 C.F.R. Part 2.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement.

i. Reserved.

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

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. 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.

1.1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

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1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

1.1.1.2. Award ***does not*** include:

1.1.1.2.1. Technical assistance, which provides services in lieu of money;

1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

1.1.1.2.3. Any award classified for security purposes; or

1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.1.2. "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.

1.1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.1.4. "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).

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1.1.5.2. If the source of funding is not a Grant:

1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;

1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;

1.1.5.3. a foreign public entity;

1.1.5.4. a domestic or foreign non-profit organization;

1.1.5.5. a domestic or foreign for-profit organization; and

1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

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

1.1.7. If the source of funding is a Grant, "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

1.1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.1.9. "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1.1.10. If the source of funding is a Grant, "Grant" as used herein is the Contract to which these Federal Provisions are attached.

1.1.11. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.

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

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

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

1.1.13.2. Is not organized primarily for profit; and

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

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

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

1.1.16. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

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1.1.18. "Subrecipient" or, if the source of funding is a Grant, "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

1.1.19. "Subrecipient Parent 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.

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6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

6.3. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

7.1.1.1. Subrecipient 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.

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

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS.

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

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

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

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

11. CONTRACT/GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

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

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

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

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

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

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

11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

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

14. EVENT OF DEFAULT AND TERMINATION.

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

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

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

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

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

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

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

EXHIBIT END

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

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

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Subrecipient execute an Amendment to formalize implementation of and/or acknowledgment of updates to this Exhibit, Subrecipient shall promptly comply.

Subrecipient agrees to stay abreast of and comply with the most current iterations of the requirements re SLFRF funding set forth on https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).

APPENDIX 1 TO SLFRF EXHIBIT- BUDGET SUPPLEMENT

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in this Appendix will determine what is reported on as outlined in 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.

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1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

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

2. DEFINITIONS.

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

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

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

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

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

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

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

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

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

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

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

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

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

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

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

2.1.9.2. Is not organized primarily for profit; and

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

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

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

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

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

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial

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Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

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

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

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

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

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

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

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

3. COMPLIANCE.

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

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

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

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

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

5. TOTAL COMPENSATION.

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

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

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

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

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

6. REPORTING.

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

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7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Appendix 4 to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

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EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served
b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

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EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report
    ii. Project labor agreement certification or project workforce continuity plan
    iii. Prioritization of local hires
    iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
    ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

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b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:

i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

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8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient Unique Entity ID;

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

8.1.2.3. Subrecipient parent's organization Unique Entity ID;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker

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receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational 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

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access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5– SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

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

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

10. ACCESS TO RECORDS.

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

11. SINGLE AUDIT REQUIREMENTS.

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

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

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

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

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

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

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

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

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

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

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

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

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12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.

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

14. EXEMPTIONS.

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

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

15. EVENT OF DEFAULT AND TERMINATION.

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

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

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

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

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

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

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

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APPENDIX 3 TO SLFRF EXHIBIT- SUBRECIPIENT CERTIFICATION AGREEMENT

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: Gunnison County Commissioners

Authorized Representative: Jonathan Houck

Title: Chair, Board of County Commissioners

Signature: 

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AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto – Reporting Modification Form.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

   Cost Sharing. Cost sharing or matching funds are not required to be provided by

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7. Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

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vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any

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10. additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish

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an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for Agreement or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and

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Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF
1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall

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initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42
   U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include

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investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

APPENDIX 4 TO SLFRF EXHIBIT- SLFRF SUBRECIPIENT QUARTERLY REPORT REQUIREMENTS

1. **SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**
   - 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).
   - 1.2 The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.

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APPENDIX 5 TO SLFRF EXHIBIT- SAMPLE SLFRF REPORTING MODIFICATIONS FORM

Grantee:				Grant Agreement No:	
Project Title:				Project No:	
Project Duration:	To:			From:	
State Agency:					

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

_____ _____

Grantee Date

_____ _____

State Agency Grant Manager Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Scope of Work Amendment; Cover All Coloradoans Com

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Health Institute

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

Summary:

Gunnison County HHS is part of the Cover All Coloradans Ambassador program and is receiving $25,000 for that work. HHS would like to complete the contract amendment for the Cover All Coloradans Ambassador program, which removes requirements for in person events.

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 3/12/2025

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

Comments:
Legally sufficient. SO 3/11/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/11/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

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

Agenda Date: 3/18/2025

Revised April 2015

COLORADO **HEALTH** INSTITUTE

Scope of Work Amendment

Cover All Coloradans Community Health Ambassador Program

This amendment (the "Amendment") to the 2024-2025 Cover All Coloradans Community Health Ambassador Program Agreement (the "Agreement") scope of work is effective for work carried out from February 1, 2025 through program completion on June 30, 2025.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between the Amendment and the Agreement or any earlier amendment, the terms of the Amendment will prevail.

This Amendment updates the scope of work as follows:

- Update to the Project Description: Updates the defined role of community organizations (known as ambassadors) from "partnering with CHI and HCPF to increase their capacity and prepare to engage and enroll pregnant persons and children" into Colorado's Medicaid and CHP+ programs to "partnering with CHI and HCPF to increase their capacity and prepare to **engage and educate community members on their health care options under Health First Colorado (HFC) and CHP+**". This redefines the focus of the ambassador program to information sharing and education rather than promoting enrollment.
- Removal of required Activity #1, Sub-activity #3: to host in-person events.
- Removal of required reporting deliverables related to "In-person events summary, including number of enrollees and participants and any feedback received."

Organization Name: Gunnison County

Acceptance of Amended Scope of Work (check one):

X **Yes**

_____ **No: we would like to withdraw from the Cover All Coloradans Community Ambassador Program (see note)**

Note: If an organization wishes to withdraw from the Cover All Coloradans Community Health Ambassador Program, they may do so, without penalty or consequence, at any time assuming the following from participants/partnering organizations upon termination:

- Participant has completed and submitted all deliverables due up to the date of their termination, including the prior month's Monthly Report.
- Participant has completed an up to date monthly financial expenditure report outlining program expenditures up until the date of termination.
- Participant has agreed to return unspent funds to CHI within 5 days of contract termination.

X _____ _____

Signature **Date**

COLORADO **HEALTH** INSTITUTE

Revised Ambassador Scope of Work

Note: Updates are highlighted in red

Project Description
Community organizations (known as ambassadors) will partner with CHI and HCPF to increase their capacity and prepare to engage and educate community members on their health care coverage options under Health First Colorado (HFC) and CHP+. ~~enroll pregnant persons and children regardless of immigration status into Colorado's Medicaid and CHP+ programs in 2025.~~ Community organizations will do this through education, outreach, and messaging surrounding the Cover All Coloradans program, as well as other strategies that the ambassador may see as fit to achieve the program goals. This may include ~~includes~~ facilitating enrollment for people who currently qualify for Medicaid and CHP+ programs and preparing staff and team members for January 1,2025 when Cover All Coloradans' benefits begin.

Timeline
This scope of work will be carried out from October 15, 2024 – June 30, 2025, after the Stipend Request Form is signed and submitted.

Consent to Share Content
CHI and HCPF partners would like to use quotes and other ambassador-generated content included in their program plans, monthly reports, and other promotional materials. By sharing this content with CHI through these deliverables, you are granting us permission to use it for any media or promotion of the program in the future. Please contact hoffmastera@coloradohealthinstitute.org with any questions.

Definitions
- **Community touchpoint:** A strategy for reaching a person or group of people to disseminate information about the program. Outreach work should be as interactive as possible, and we recommend delivering messages in a variety of formats each month. Organizations should draw on their strengths and connections to the community. Examples may include, but are not limited to:
    - Publicizing social media content
    - Disseminating fliers, email blasts, or newsletter content
    - Pushing out information via mobile applications (such as WhatsApp)
    - Taking advantage of free media opportunities
    - Knocking on doors and talking with people in a neighborhood
    - Staffing a booth or table at a community event such as health fairs or church events
    - Hosting talking circles, webinars, or one-on-one conversations
    - Training community or team members
    - Hosting public meetings
    - Facilitating enrollment, such as referring individuals to enrollment sites or enrolling pregnant persons and children without qualifying immigration status into Colorado's Medicaid and CHP+ programs

Table 1: Scope of Work

Activity	Sub Activities
The ambassador shall partner with CHI and HCPF to engage and support the education of community members on their health care coverage options under HFC and CHP+, ~~enrollment of pregnant persons and children regardless of immigration status to the state's Medicaid and CHP+ programs~~ based upon the ambassador's population of reach.	1. The ambassador will outline the enrollment needs of their community and how they plan to use their funds to inform and/or facilitate enrollments via a program plan. 2. The ambassador is responsible for implementing at least one community touchpoint a month to address fear and concerns regarding public charge implications and/or to help support enrollment. Ambassadors should implement community touchpoints they have experience in and resources for, which will be outlined in ambassadors' program plans. • In the case an ambassador wishes to host a public meeting as a community touchpoint, the ambassador will connect with CHI prior to ensure materials are aligned with the program. • Ambassadors may cohost meetings with other ambassadors and invite other partners if interested. Example topics include Medicaid/CHP+ enrollment, eligibility, and related concerns; the public's understanding of the Cover All Coloradans benefit; and/or the public charge. • CHI will support the ambassador with meeting agenda topics, but the ambassador will be responsible for providing resources, food, child care, incentives, supplies, and/or logistics for each meeting as needed, including translation and live interpretation services. CHI can help schedule translation and live interpretation through recommended companies. ~~3. The ambassador shall additionally be responsible for a minimum of three in-person events held with the community for information-sharing about the Cover All Coloradans program. The ambassadors will include the number of enrollees and participants during these events in a report. The timeline for these three in-person events follows:~~ ~~• One in-person event held between October and November 2024 focused on upcoming enrollment eligibility on January 1, 2025.~~ ~~• One in-person event held between January and February 2025 hosting enrollment assistance for community members, primarily focused on the newly eligible population of Coloradans regardless of their immigration status.~~ ~~• One in-person event held between March and April 2025 hosting enrollment assistance for community members, primarily focused on the newly eligible~~

	~~population of Coloradans regardless of their immigration status.~~ 4. The ambassador will collaborate with CHI and HCPF to transcreate, test and revise, and retest messaging regarding the Cover All Coloradans program and public charge policies that are easy to process and understand. 5. Ambassadors are strongly encouraged to use existing HCPF communications materials in any of their outreach efforts. If the ambassador would like to create their own communications materials, it will take at minimum five business days for review and approval from HCPF and CHI. If creating their own new materials, ambassadors shall use key messaging and terminology that is approved and provided by HCPF and CHI. 6. The ambassador will complete a pre- and post-grant survey to assess knowledge, attitudes, comfort level, and understanding related to the Cover All Coloradans program. 7. The ambassador will submit financial expenditure and program reports monthly (using templates provided) detailing their activities, including type of programming and estimated reach. The report will also be an opportunity for ambassadors to provide ongoing feedback to HCPF and CHI staff. 8. The ambassador will work closely with CHI staff to answer questions, navigate systems and identify areas where they need support.
The ambassador will collaborate with CHI and other ambassadors to learn from one another.	1. Ambassadors are required to attend monthly Community of Practice meetings with other ambassadors. In the case an ambassador cannot attend a meeting, the ambassador will assign a delegate to attend the meeting in their place. 2. Ambassadors will be encouraged to learn and work together across projects and collective efforts. CHI will gather input from ambassadors on their needs and share training and learning opportunities in the Community of Practice or through alternative methods such as a listserv. 3. The ambassador will be required to attend an enrollment webinar hosted by HCPF and CHI. 4. The ambassador will be required to attend the media preparation training provided by CHI. 5. Ambassadors may have opportunity to collaborate with CHI on other CHI/HCPF-hosted stakeholder engagement meetings if requested and interested. These public meeting(s) can take the place of a community touchpoint.

Deliverables	**Due Dates**
Program plan.	October 24, 2024
Monthly report, including list of touchpoints ~~promotions~~, number of enrollments (if applicable),	November 6, 2024 December 6, 2024

communications materials, and/or outreach activities created and used.	January 6, 2025 February 6, 2025 March 6, 2025 April 6, 2025 May 6, 2025 June 6, 2025 (to include anticipated and actual activities to-date)
Monthly financial expenditure report with receipts outlining program expenditures.	November 6, 2024 December 6, 2024 January 6, 2025 February 6, 2025 March 6, 2025 April 6, 2025 May 6, 2025 June 6, 2025 (to include anticipated and actual funds spent)
Pre- and post-program survey responses.	October 24, 2024 and June 6, 2025
~~In-person events summary, including number of enrollees and participants and any feedback received.~~	December 1, 2024 ~~March 1, 2025~~ ~~May 1, 2025~~

Contract Termination: Scope of Work Cover All Coloradans Community Health Ambassador Program

If an organization wishes to withdraw from the Cover All Coloradans Community Health Ambassador Program, they may do so, without penalty or consequence, assuming the following from participants/partnering organizations upon termination:

1. Participant has completed and submitted all deliverables due up to the date of their termination, including the prior month's Monthly Report.
2. Participant has completed an up to date monthly financial expenditure report outlining program expenditures up until the date of termination.

- Participant has agreed to return unspent funds to CHI within 5 days of contract termination.
- Checks shall be made payable to the Colorado Health Institute

Colorado Health Institute
1999 Broadway, Suite 600
Denver, CO 80202

COLORADO **HEALTH** INSTITUTE

Health Benefits for Children and Pregnant Persons or Cover All Coloradans - Community Organization Ambassador Program

Organizational Stipend Request Form and Scope of Work

Please complete this form, including all areas highlighted in yellow, and email it along with a completed Form W-9 to coloradohealthinstitute2@bill.com and copy Amy Hoffmaster at hoffmastera@coloradohealthinstitute.org.

After submission, the financial contact will receive notice from Bill.com to manage payment preferences including paper check or ACH deposit.

COLORADO **HEALTH** INSTITUTE

Stipend Request Form

Cover All Coloradans Community Health Ambassador Program

Colorado Health Institute
1999 Broadway, Suite 600
Denver, CO 80202

Organization name: Gunnison County

Organization address: 220 N. Spruce St, Gunnison CO 81230

Organization website:
https://gunnisoncounty.org/149/Health-Human-Services

Primary contact name: Margaret Wacker

Primary contact phone:
970-641-7913

Primary contact email (to send program reporting, survey, and other project requirements):
mwacker@gunnisoncounty.org

If there are others from your organization you would like included on updates about the program or the learning listserv, please include their emails here:
ymolina@gunnisoncounty.org

Payment and schedule: Ambassadors receive a total of $25,000 for their efforts outlined in the scope of work. The $25,000 will be distributed by Colorado Health Institute (CHI) once this Stipend Request Form is signed and submitted. Monthly financial expenditure reports and receipts are due based on the deliverable schedule in the scope of work. Funds that ambassadors expect not to spend by June 30, 2025 must be returned to CHI by June 6, 2025.

Project Title: Health Benefits for Pregnant People and Children or Cover All Coloradans – Community Ambassador Organization Program

Purpose of funds: Community organizations (known as ambassadors) will partner with CHI and the Colorado Department of Health Care Policy and Financing (HCPF), to increase their capacity and prepare to engage and enroll pregnant persons and children regardless of immigration status into Colorado's Medicaid and CHP+ programs in 2025. Community organizations will do this through education, outreach, and messaging surrounding the Cover All Coloradans program, as well as other strategies that the ambassador may see as fit to achieve the program goals. This includes facilitating enrollment for people who

currently qualify for Medicaid and CHP+ programs and preparing staff and team members for January 1, 2025 when Cover All Coloradans benefits begin.

Name of your organization's financial contact: Jody Wise

Financial contact title: Accountant

Financial contact phone: 970-641-7679

Financial contact email address: jwise@gunnisoncounty.org

After submission, the financial contact will receive notice from Bill.com to manage payment preferences including paper check or ACH deposit.

Terms: When accepting the stipend, we assume the following from participants/partnering organizations:

1. Participants shall follow the Scope of Work beginning on page 4.
2. Participants shall uphold the values of trust, openness, collaboration, and best intent in all efforts.
3. Participants shall not use these funds for direct lobbying efforts.
4. Participating organizations shall not use more than 50% of their funds on indirect costs. If more than 50% is needed for indirect costs or if you have any questions about using your stipend, contact Amy Hoffmaster at hoffmastera@coloradohealthinstitute.org before spending.
5. If an organization anticipates they will have unspent funds by end of their contract or has misspent their funds on unallowable costs or costs not associated with the contract, **those funds must be returned to CHI by June 6, 2025.**
6. If an organization is unable to comply with the scope of work and/or the deliverables outlined, organizations must work with CHI to determine how unspent or misused funds will be returned to the granting organization.



10/10/24

Signature **Date**

Contract number (for CHI internal use only): 24-057

COLORADO HEALTH INSTITUTE

Scope of Work

Cover All Coloradans Community Health Ambassador Program

Project Description
Community organizations (known as ambassadors) will partner with CHI and HCPF to increase their capacity and prepare to engage and enroll pregnant persons and children regardless of immigration status into Colorado's Medicaid and CHP+ programs in 2025. Community organizations will do this through education, outreach, and messaging surrounding the Cover All Coloradans program, as well as other strategies that the ambassador may see as fit to achieve the program goals. This includes facilitating enrollment for people who currently qualify for Medicaid and CHP+ programs and preparing staff and team members for January 1,2025 when Cover All Coloradans' benefits begin.

Timeline
This scope of work will be carried out from October 15, 2024 – June 30, 2025, after the Stipend Request Form is signed and submitted.

Consent to Share Content
CHI and HCPF partners would like to use quotes and other ambassador-generated content included in their program plans, monthly reports, and other promotional materials. By sharing this content with CHI through these deliverables, you are granting us permission to use it for any media or promotion of the program in the future. Please contact hoffmastera@coloradohealthinstitute.org with any questions.

Definitions

- **Community touchpoint:** A strategy for reaching a person or group of people to disseminate information about the program. Outreach work should be as interactive as possible, and we recommend delivering messages in a variety of formats each month. Organizations should draw on their strengths and connections to the community. Examples may include, but are not limited to:
    - Publicizing social media content
    - Disseminating fliers, email blasts, or newsletter content
    - Pushing out information via mobile applications (such as WhatsApp)
    - Taking advantage of free media opportunities
    - Knocking on doors and talking with people in a neighborhood
    - Staffing a booth or table at a community event such as health fairs or church events
    - Hosting talking circles, webinars, or one-on-one conversations
    - Training community or team members
    - Hosting public meetings
    - Facilitating enrollment, such as referring individuals to enrollment sites or enrolling pregnant persons and children without qualifying immigration status into Colorado's Medicaid and CHP+ programs

Table 1: Scope of Work

Activity	Sub Activities
The ambassador shall partner with CHI and HCPF to engage and support the enrollment of pregnant persons and children regardless of immigration status to the state's Medicaid and CHP+ programs based upon the ambassador's population of reach.	1. The ambassador will outline the enrollment needs of their community and how they plan to use their funds to inform and/or facilitate enrollments via a program plan. 2. The ambassador is responsible for implementing at least one community touchpoint a month to address fear and concerns regarding public charge implications and/or to help support enrollment. Ambassadors should implement community touchpoints they have experience in and resources for, which will be outlined in ambassadors' program plans. • In the case an ambassador wishes to host a public meeting as a community touchpoint, the ambassador will connect with CHI prior to ensure materials are aligned with the program. • Ambassadors may cohost meetings with other ambassadors and invite other partners if interested. Example topics include Medicaid/CHP+ enrollment, eligibility, and related concerns; the public's understanding of the Cover All Coloradans benefit; and/or the public charge. • CHI will support the ambassador with meeting agenda topics, but the ambassador will be responsible for providing resources, food, child care, incentives, supplies, and/or logistics for each meeting as needed, including translation and live interpretation services. CHI can help schedule translation and live interpretation through recommended companies. 3. The ambassador shall additionally be responsible for a minimum of three in-person events held with the community for information-sharing about the Cover All Coloradans program. The ambassadors will include the number of enrollees and participants during these events in a report. The timeline for these three in-person events follows: • One in-person event held between October and November 2024 focused on upcoming enrollment eligibility on January 1, 2025. • One in-person event held between January and February 2025 hosting enrollment assistance for community members, primarily focused on the newly eligible population of Coloradans regardless of their immigration status. • One in-person event held between March and April 2025 hosting enrollment assistance for community members, primarily focused on the newly eligible

	population of Coloradans regardless of their immigration status. 4. The ambassador will collaborate with CHI and HCPF to transcreate, test and revise, and retest messaging regarding the Cover All Coloradans program and public charge policies that are easy to process and understand. 5. Ambassadors are strongly encouraged to use existing HCPF communications materials in any of their outreach efforts. If the ambassador would like to create their own communications materials, it will take at minimum five business days for review and approval from HCPF and CHI. If creating their own new materials, ambassadors shall use key messaging and terminology that is approved and provided by HCPF and CHI. 6. The ambassador will complete a pre- and post-grant survey to assess knowledge, attitudes, comfort level, and understanding related to the Cover All Coloradans program. 7. The ambassador will submit financial expenditure and program reports monthly (using templates provided) detailing their activities, including type of programming and estimated reach. The report will also be an opportunity for ambassadors to provide ongoing feedback to HCPF and CHI staff. 8. The ambassador will work closely with CHI staff to answer questions, navigate systems and identify areas where they need support.
The ambassador will collaborate with CHI and other ambassadors to learn from one another.	1. Ambassadors are required to attend monthly Community of Practice meetings with other ambassadors. In the case an ambassador cannot attend a meeting, the ambassador will assign a delegate to attend the meeting in their place. 2. Ambassadors will be encouraged to learn and work together across projects and collective efforts. CHI will gather input from ambassadors on their needs and share training and learning opportunities in the Community of Practice or through alternative methods such as a listserv. 3. The ambassador will be required to attend an enrollment webinar hosted by HCPF and CHI. 4. The ambassador will be required to attend the media preparation training provided by CHI. 5. Ambassadors may have opportunity to collaborate with CHI on other CHI/HCPF-hosted stakeholder engagement meetings if requested and interested. These public meeting(s) can take the place of a community touchpoint.

Deliverables	**Due Dates**
Program plan.	October 24, 2024
Monthly report, including list of promotions, number of enrollments, communications materials, and/or	November 6, 2024 December 6, 2024

outreach activities created and used.	January 6, 2025 February 6, 2025 March 6, 2025 April 6, 2025 May 6, 2025 June 6, 2025 (to include anticipated and actual activities to-date)
Monthly financial expenditure report with receipts outlining program expenditures.	November 6, 2024 December 6, 2024 January 6, 2025 February 6, 2025 March 6, 2025 April 6, 2025 May 6, 2025 June 6, 2025 (to include anticipated and actual funds spent)
Pre- and post-program survey responses.	October 24, 2024 and June 6, 2025
In-person events summary, including number of enrollees and participants and any feedback received.	December 1, 2024 March 1, 2025 May 1, 2025

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of Commissioner Houck's signature; St

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Ratification of J. Houck Sig; Letter of Support; Stirrup Bar Ranch

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/5/2025

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

Agenda Date: 3/18/2025

Revised April 2015

GUNNISON COUNTY
COUNTY COMMISSIONERS

Gunnison County Board of County Commissioners

Phone: (970) 641-0248 | Fax: (970) 641-3061
Email: bocc@gunnisoncounty.org
Website: www.GunnisonCounty.org

March 4, 2025

Ms. Jackie Miller
Executive Director
Great Outdoors Colorado Trust Fund (GOCO)
1900 Grant Street, Suite 725
Denver, CO 80203

Re: Stirrup Bar Ranch Conservation Easement Phase 1 – GOCO Land Acquisition Grant Program Application

Dear Ms. Miller:

Thank you for your consideration of the Trust for Public Land's (TPL) and the Colorado Cattlemen's Agricultural Land Trust's (CCALT) application to the Great Outdoor Colorado Trust Fund's (GOCO) Land Acquisition Grant Program to fund the first phase of a two phased conservation easement (CE) project on the Stirrup Bar Ranch. The Gunnison County Board of County Commissioners urge you to fund this impressive conservation project.

The ranch is along the West Elk Loop Scenic Byway and it is instrumental to the culture of the North Fork Valley. It contains important water rights and a diverse range of riparian, grassland, and forested habitat. The owners have a history of partnering with state wildlife efforts, as evidenced by the landowner running annual youth hunts with CPW and the local Boys and Girls Club. Fortunately, the next generation of Stirrup Bar wants to continue to own and manage the ranch long term.

Beyond its large borders, this ranch is very important to other ranching operations by providing the scale needed for ranching markets and resources. It also plays a critical role in wildlife habitat, particularly Gunnison Sage-grouse and an important elk herd within the North Fork Valley.

While phase 1 is not within Gunnison County, phase 2 contains roughly 1,170 acres within the western edge of Gunnison County. More importantly, the impact of conserving this ranch in its entirety on the long-term culture of the North Fork Valley cannot be overstated.

This project aligns very well with Gunnison County's Land Use Resolution, which encourages the protection of rural character, agriculture, and wildlife habitats. In addition, the Board of County Commissioners has set an annual goal of conserving 1700 acres of private land annually.

Thank you for your time and consideration of this valuable project.

Sincerely,

Laura Puckett Daniels, Chairperson Jonathan Houck, Commissioner Liz Smith, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment 1; Charter Airline Operating Agreement a

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Please see the attached renewal. This will extend the term from 6/1/25 through 5/31/26.

Fiscal Impact:

Submitted by: Stephanie Petch **Submitter's Email Address:** spetch@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 3/12/2025

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

Comments:
Legally sufficient. SO 3/13/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/13/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

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

Agenda Date: 3/18/2025

Revised April 2015

AMENDMENT ONE

CHARTER AIRLINE OPERATING AGREEMENT AND

LEASE OF AIRPORT FACILITIES

EFFECTIVE JUNE 1ST 2025

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado entered into an Agreement effective July 16, 2024, with Delux Public Charter, LLC (dba JSX) engaged in the business of transporting persons, property, cargo and mail by aircraft

WHEREAS, said agreement provides for an extension of the initial term by one (1) year under 5 TERM para 5.1; and

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners and JSX mutually agree to extend said agreement by ONE (1) year commencing June 1st 2025 and ending May 31st 2026 and all other terms and conditions Agreement dated July 16 2024 remain in full force and effect

In witness whereof, the parties hereto have set their hand and seals on

_____ of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____
Laura Puckett Daniels, Chairperson

_____
Elizabeth Smith, Commissioner

_____
Jonathan Houck, Commissioner

Attest:_____

Delux Public Charter, LLC (dba JSX)

_____

Attest:_____

CHARTER OPERATOR OPERATING AGREEMENT AND LEASE OF AIRPORT FACILITIES

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado

Lessor:
BOARD OF COUNTY COMMISSIONS
OF GUNNISION COUNTY, COLORADO
200 East Virginia
Gunnison, Colorado 81230
Facsimile: (970) 641-3061

Lessee:
Delux Public Charter, LLC (dba JSX)

Dated: July 16th, 2024

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EXHIBIT 1	Minimum Standards
EXHIBIT 2	Rules and Regulations

CHARTER AIRLINE OPERATING AGREEMENT AND LEASE OF AIRPORT FACILITIES

THIS LEASE made effective as of July 16th 2024 between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO, herein called the "County" and Delux Public Charter, LLC (dba JSX), herein called the "Operator".

The parties recite and declare that:

A. The County is a political subdivision of the State of Colorado, and owns and operates the Gunnison-Crested Butte Regional Airport located within and adjacent to the City of Gunnison;

B. The Operator is engaged in the business of transporting persons, property, cargo and mail by aircraft; and

C. For and in consideration of the mutual covenants and agreements contained herein, the County is willing to lease and grant to the Operator and the Operator is willing to rent and obtain from the County certain premises and facilities on the Airport, together with certain rights, licenses and privileges thereon.

1. DEFINITIONS

As used in this Lease, defined words and terms shall have the following meanings:

1.1 "Airport" is the Gunnison-Crested Butte Regional Airport located within and adjacent to the City of Gunnison, Gunnison County, Colorado, including the Terminal and other public improvements and facilities located thereon.

1.2 "Airport Director" is the manager of the Airport as may be designated from time to time by the County.

1.3 "Employees" means Operator's officers, employees, contractors and/or agents performing activities at the Airport.

1.4 "Common Operator Areas" shall mean the security hold room, baggage claim area, passenger waiting areas, and passenger queuing areas in front of Operator ticket counters in the Terminal,

1.5 "Lease" is this Operator Operating Agreement and Lease of Airport Facilities.

1.6 "Leased Premises" refers to the premises described in Sections 2.2.1 and 2.2.4 of this Lease, the Ramp, , including that which may be described for Operator's preferential use and use in common with others.

1.7 "Terminal" is the Passenger Terminal Building at the Airport.

1.8 "Preferential Premises" consists of the preferential use counter, office and other space described in Section 2.2.4 of this Lease, if any.

1.9 "Ramp" is that portion of the aircraft ramp/apron at the Airport designated by the Airport Director from time to time for use by air carrier aircraft.

1.10 "Weight" shall mean the maximum certified landing weight (MLW) of an aircraft as designated by the Federal Aviation Administration.

2. USE OF AIRPORT FACILITIES

Subject to the terms, conditions and covenants of this Lease, Operator is granted the following:

2.1 Grant of Airport Use Operator is granted the use of the Airport, in common with others similarly authorized, together with all public facilities, improvements and services which have been or may hereafter be provided at or in connection with the Airport from time to time, including, but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, the Ramp, sewage and water facilities, floodlights, landing lights, beacons, control tower, signals, radio aids and all other conveniences for flying, landings and takeoffs.

2.2 Terminal Building and Adjacent Space Operator is also granted the use of the following space in and adjacent to the Terminal:

2.2.1 Use of space within the bag claim area and storage/equipment facility.

2.2.2 In common with others, use of portions of the Ramp to permit the taxiing, servicing, loading and unloading of Operator's aircraft, provided, however, that the Airport Director shall at all times have the right to establish and enforce such non-discriminatory rules and regulations as he reasonably deems necessary to control the parking and movement of aircraft on the common aircraft areas. Such rules may prohibit the long-term parking or storage of aircraft, including disabled aircraft, on ramp and apron areas. Long-term parking is hereby defined as parking that exceeds forty-eight (48) consecutive hours. If Operator works in good faith to repair and/or remove a disabled aircraft, but is unable to do so within forty-eight (48) hours, Operator shall not be deemed to have breached the terms of this Section;

2.2.3 In common with others, the use of all public space in the Terminal for Operator, its employees, customers, guests and other invitees, subject to such reasonable policies as the County may establish; and

2.2.4 Operator will not operate from or require Preferential Premises. However, Operator will, prior to each flight and until flight has departed, utilize temporarily dedicated space within the bag claim area of the terminal for the sale of tickets and the reservation of space, manifesting of passengers and cargo and the handling of baggage and cargo. During the time operator's aircraft is on the ramp, Operator may

distribute and display on the temporarily dedicated space Operator schedules and promotional materials so long as in the Airport Director's reasonable discretion the same are tasteful and compatible with Terminal design and the other provisions of this Lease. Operator shall not display or distribute from such Premises (except with written permission of the Airport Director) advertising or promotional materials for non-Operator businesses or service.

2.2.5 Operator, in support of operator's flight activities, may place operator specific passenger directive and company signage within the terminal only prior to each flight in locations as approved by Airport Director. Operator will remove and store such signage once flight has departed.

2.3 Access to Airport

2.3.1 Operator, its passengers, agents, servants, invitees, employees and furnishers of goods or services shall have an unimpeded and unobstructed right of ingress to and egress from the Terminal. Such access shall, without exception, be in common with such other persons (including, at the option of the County, the general public) as the County may authorize or permit; and the County may, at any time or times, close, relocate, reconstruct, change, alter or modify such means of access, either temporarily or permanently, provided that another reasonably convenient and adequate means of ingress and egress is available for the same purposes.

2.3.2 The County may charge the operators of vehicles carrying passengers and property for the privilege of entering upon Airport property or using the roadways in or on the Airport, parking vehicles on the Airport, soliciting passengers on the Airport, or otherwise operating on the Airport. Provided, however, that the County will make available a reasonable number of parking spaces on Airport property for the use of Operator's employees, at no charge to Operator or its employees, and the County's failure to charge fees for such parking areas shall not affect its ability to charge and collect fees from other users.

2.4 Public Address and Paging System. Operator and others similarly authorized shall have the right to use the public address and paging system in the Terminal for flight announcements, paging, and similar purposes, subject to reasonable rules and policies established by the Airport Director.

2.5 Limitation on Use

2.5.1 Operator's use of the Airport authorized and granted herein shall be limited to the operation of a transportation system by aircraft for the carriage of persons, property, cargo and mail, including without limitation, the landing, take-off, parking, servicing, repairing, storing and testing of Operator's aircraft; the loading and unloading of persons, property, cargo and mail at the Airport: all of the uses shall be subject to County rules and policies then in effect.

2.5.2 Nothing contained herein is or shall be construed to prevent the County from enforcing the provisions of applicable ordinances, resolutions or regulations relating to the control of landside parking at the Airport or the collection of fees for such parking.

2.5.3 The County reserves the right to install or lease space in the public areas of the Airport for concessions (including, but not limited to, ground transportation and rental cars), which the County, in its sole discretion, deems desirable. Concessions will not adversely impact Operator's rights, use or access to the Preferential and Common Operator Areas.

2.5.4 Operator shall assure that no amusement, vending machines, public pay phones, facsimile, copy machines or other machines operated by coins, tokens, or credit cards are installed or maintained in or at the Preferential Premises unless approved by the Airport Director.

2.6 Acceptance by Operator. Operator has inspected the Airport, Terminal and Leased Premises and is fully aware of the equipment, location and condition thereof. Operator accepts the same in their present "as is" condition.

2.7 Air Carrier Accommodation. To accommodate the public interest, including to maximize the efficient use of Terminal space; to comply with the County's obligations under federal law to provide reasonable access to the Airport for commercial aeronautical operators and to accommodate entry to the Airport of new scheduled and charter air carriers; and to ensure uniform treatment of all Operators, the County reserves the right unilaterally to change, during the term of this Lease, the rights and obligations of Operator in areas designated as Preferential Premises, in accordance with the standards and process set forth below:

2.7.1 If an Operator desires to begin or renew service to the Airport and desires space in the Terminal, such Operator (the "Requesting Operator") may file a request for access with the Airport Director, containing details of the proposed Operator operations including, the amount, type and location of facilities requested; the type, schedule and seasonal duration of aeronautical services proposed; the proposed commencement date; the number and type of aircraft and ground support equipment; and the types and number of personnel to be used. Upon receipt of such a request, the Airport Director will determine whether the Requesting Operator requires Preferential Premises within the air carrier counter, office and/or ops/cargo area of the Terminal.

2.7.2 If the Airport Director determines that the Requesting Operator needs Preferential Premises in the Terminal and such space is not then vacant, the Airport Director shall forward the request for access to all Operators renting space in the Terminal. The Requesting Operator and tenant Operators all shall then have the obligation to negotiate in good faith to reach an agreement to accommodate the Requesting Operator, whether by sublease, sub-license, "handling agreement" or the like.

2.7.3 If negotiations are fruitless and the Requesting Operator demonstrates to the satisfaction of the Airport Director that it has pursued all reasonable efforts to secure accommodation by the tenant Operators without success, the Airport Director shall notify all tenant Operators in writing that, if the Requesting Operator is not accommodated within a reasonable period, not less than forty-five (45) days, from the receipt of such notice, the Airport Director shall select one or more of the tenant Operators to accommodate the Requesting Operator.

2.7.4 If, at the end of the specified period, the Requesting Operator has not been accommodated, the Airport Director shall select Operator and/or another Operator tenant or tenants to accommodate the Requesting Operator, by sharing all or a portion of the Preferential Premises assigned to one or more tenant Operators, including possibly the Operator, with Requesting Operator in the manner determined by the Airport Director. Such reduction and reallocation shall be determined by taking into consideration factors including, but not necessarily limited to: current relative utilization of Preferential Premises (on a gross flight number and/or enplaned passenger basis), schedule compatibility, union work rules, and competitive relationships. Once a decision is made, the Airport Director shall send written notice to the tenant Operator(s) selected to accommodate the Requesting Operator to begin accommodation of such Requesting Operator within ten (10) business days from the receipt of such notice. Operator shall not be required to bear the expense of any such reduction in size or reconfiguration of the Preferential Premises and Operator may require the Requesting Operator to enter into an agreement, acceptable to the Operator, for Requesting Operators' use of Operator's Preferential Use Space. The Airport Director shall include in such notice the basis for the decision. The decision of the Airport Director shall be final.

2.7.5 If during the term of this Agreement, Operator suspends flight operations at the Airport for a period in excess of sixty (60) days, during the months of December through March inclusive, and another Operator makes application for use of new or additional space in the Terminal, the County reserves the right to delete all or a portion of the Preferential Premises from this Lease for the remainder of its term, and to make such space available to the Requesting Operator.

2.8 Acknowledgment of Facilities Limitations. The County has advised Operator, and Operator acknowledges and understands, that the scheduling of service to the Airport by large aircraft (more than 30 seats), during the same or in close proximity to periods in which the Airport is being served by other large aircraft may result in schedule delays, and inconvenience and discomfort to passengers. The County encourages Operator and other Operator tenants to take these considerations into account when scheduling service by large aircraft at the Airport. Upon request of Operator, the County will share with Operator all non-confidential information in its possession regarding the scheduling and proposed scheduling of Operator service at the Airport.

2.9 Entry and Inspection By County. County and its authorized officers, employees, agents and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to the Operator's operations as is reasonably practicable, and with prior written notice to the Operator) to enter upon the Operator's Preferential Premises for the following purposes:

2.9.1 To inspect such Premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether the Operator has complied and is complying with the terms and conditions of the Lease with respect to such Premises.

2.9.2 To perform maintenance and make repairs and replacements in any case where Operator is obligated to do so and has failed after reasonable written notice to do so, in which event Operator shall reimburse County for the reasonable cost thereof promptly upon demand.

2.9.3 To perform maintenance and make repairs and replacements in any case where the County is obligated to do so, and in any other case where the County, in its reasonable judgment, determines that it is necessary or desirable to do so in order to preserve the structural safety of such Premises or the building in which they are located or to correct any condition likely to cause injuries or damages to persons or property.

2.9.4 In the exercise of the County's police power, nothing herein shall limit the rights of County to enter the Preferential Premises with or without notice in the event of an emergency. No such entry by or on behalf of the County upon such Premises shall in and of itself cause or constitute a termination of this Lease or be deemed to constitute an interference with Operator's possession of the Premises.

3. OBLIGATIONS OF OPERATOR

3.1 Rentals and Charges. Operator agrees to pay the County rentals and charges for the use of the Leased Premises, and the services and privileges granted hereunder, according to the following schedule:

3.1.1 For Airport services connected with its operations scheduled to be landed and non-scheduled operations actually landed at the Airport, Operator shall pay a landing fee based on the **maximum certified landing weight of the aircraft landed**, which landing fee shall be **$10.00 per 1,000 pounds of Weight**.

3.1.2 For use of passenger, cargo and baggage processing space within the terminal bag claim area and space for aircraft maintenance supplies and parts storage, Operator agrees to pay the County an annual rate of **$11.19/sq. ft.** for **450 sq.ft.** space desired for operators use **($420/mth).**

3.1.3 Such additional fees or charges as are necessary to reimburse the County for expenditures required to comply with standards, regulations, orders or directives from the Federal Aviation Administration and/or Transportation Security Administration concerning security to the extent that the federal government is not obligated to provide such reimbursement. To the extent that the Operator provides such services at its own expense, it shall be relieved of any obligation to reimburse the County under this section.

3.1.4 Operator agrees to faithfully collect and promptly remit to County (without notice or demand by County and in accordance with FAR Part 158) the proceeds of the County's Passenger Facility Charge as long as the County has an FAA approved Passenger Facility Charge in effect. Operator shall pay the County interest for late payment of Passenger Facility Charge proceeds to County in accordance with Section 3.1.8 below. Both Operator and County hereby covenant to fulfill their responsibilities under the terms of FAR Part 158. If legislation and regulations, in effect on the date of this Lease, governing passenger facilities charges, use fees, or similar charges on Operator's passengers using the Airport are amended, changed, or eliminated during the term of this Lease, the County reserves the right to appropriately adjust such charges, levy new charges, revise charges, or implement additional charges as reasonably determined by the County to be necessary. In the event that any rental, fee or charge set forth in this Lease shall not be paid to the County within the calendar month of the due date, Operator agrees to pay a late charge equal to one and one-half percent (1 1/2%) per month on the unpaid balance, accruing from the due date until paid.

3.1.5 Operator shall pay for any identification badges required for its or its assigns or subtenants' employees, at a rate established by the County from time to time, and the cost of finger print based FBI background checks in addition to any other requirements of the TSA. The initial badge rate currently charged by the County is $75.00 per badge. Operator shall also pay fees as established by the County from time to time for the replacement of said badges. When requested by Operator, the County shall issue keys to Operator employees, to provide access to those areas of the Terminal which the County in its discretion deems necessary or appropriate for Operator's activities. Operator agrees to pay the County $10.00 for each such key issued. If any such key is lost or stolen, Operator agrees to pay the County $100, plus the actual cost incurred by the County for re-keying the affected locks and producing replacement keys. Operator acknowledges that, depending on the key lost, the cost incurred for re-keying locks and providing replacement keys may be significant.

3.2 Terms and Conditions of Payment.

3.2.1 Rentals under subparagraph 3.1.1 and 3.1.4 above shall be paid in advance in monthly installments due the first day of each month and payable no later than the 15th day of each month. The first such payment shall be due on **June 1st, 2024**.

3.2.2 Operator shall provide to the County information required in calculating fees set forth in subparagraphs 3.1.2 and 3.1.3, above, and warrants that all information contained in these reports shall be true and accurate as of the date the same is given. By the second business day of each month during the Lease term, Operator shall deliver to the County, on a form to be provided by the County, all information concerning Operator's aircraft landed and landed Weight for the previous calendar month, together with flight cancellations and the reasons therefore. The County will thereafter invoice Operator the appropriate fee for the previous month, which amount shall be paid by Operator within twenty (20) days following billing by the County.

3.2.3 Payment for any cost reimbursement shall be made within thirty (30) days following receipt by the Operator of a statement or invoice itemizing such costs unless Operator, at its option, exercised in writing upon notice to the county, elects to carry forward.

3.2.4 Payments shall be made to the Gunnison County Finance Office, 200 East Virginia, Gunnison, Colorado 81230, and should be made payable to the "Gunnison County Treasurer." Any check or other order shall be accepted subject to collection and the Operator agrees to pay any bank charges made for the collection of any such check.

3.3 Insurance. Operator shall have the obligation to maintain, during the Term of this Lease and at Operator's expense, aircraft liability insurance and comprehensive general form liability insurance, covering bodily injury, personal injury, property damage, products/completed operations liability, premises liability and contractual liability, with liability limits of at least those set forth in the County's Minimum Standards and Requirements of Commercial Aeronautical Activities (the "Minimum Standards") at the Airport, as the same now exist or as they may be hereafter amended after notice to Operator, including acceptable sub-limits. A copy of the Minimum Standards is annexed to this Lease at **Exhibit 2**. Said aircraft liability shall be applicable to owned, non-owned, and hired aircraft, and shall cover Operator's use and occupation of the Leased Premises and aircraft operations at or upon the Airport. Said policy shall include an endorsement covering the indemnity owed by Operator to the County under this Lease. Operator may insure in such amounts as Operator shall deem appropriate with respect to any other risk, including risk to personal property or trade fixtures located on the Preferential Premises. Operator shall also maintain worker's compensation insurance or evidence of self-insurance, in accordance with the laws of the State of Colorado, covering all its employees who may from time to time be at the Airport in such capacity. Operator shall furnish current certificates of insurance to the County within 30 days of executing this agreement. Regarding Section 1.7.5 Insurance of the Minimum Standards, Operator will provide thirty (30) days notice of cancellation, except ten (10) days notice with respect to nonpayment of premium and seven (7) days notice (or such shorter period as may be required) with respect to War.

3.4 Indemnification of the County. To the extent permitted by law, each of the Operator and the County agrees to indemnify the other against all liability for injuries to persons or damage to property caused by the other's intentional and/or negligent operations at or upon, or use or occupancy of the Leased Premises, except to the extent that such injuries or damage are caused by the gross negligence or willful misconduct of such party. the parties hereto expressly agree that under no circumstances shall either party or its affiliates be liable for special or exemplary damages, whether in contract or tort (including strict liability, negligence, and nuisance), such as, without limitation, punitive damages.

3.5 Security Requirements.

3.5.1 Operator shall conduct criminal and such other checks on its employees as may be required by applicable federal law and/or regulations, whether the same applies to Operator directly, or to the operation of any part of the Airport. Operator shall also timely provide the County with such information as may be necessary for the County to comply with federal law or regulation, including those relating to the issuance of SIDA badges. Employees will not be assigned duties in which they are required to have unescorted access to controlled areas until such checks have been made and appropriate authority granted by the County. Operator further agrees that Operator and its Employees shall fully comply with the County's security program.

3.5.2 Operator shall maintain the Premises in such a manner as to keep them reasonably secure from unauthorized intrusion and shall with respect to any area of the Premises opening to an Air Operations Area (AOA) of the Airport, provide for an adequate security procedure designed to prevent unauthorized persons or vehicles from entering such Air Operations Area. An "Air Operations Area" is defined to mean any area of the Airport used or intended to be used for landing, takeoff or surface maneuvering of aircraft. An "adequate security system" is further defined as providing for security at the standard no less than required and set out in Part 1542 of the Federal Aviation Regulations of the Federal Aviation Administration, as may be amended.

3.5.3 At any time during the term hereof, when requested in writing by the Airport Director, the Operator shall, within a reasonable period following such request, submit to the Airport Director written descriptions of the security procedures that are to be used and are being used by the Operator on any or all of the Leased Premises.

3.5.4 It is understood and agreed by the Operator that the TSA screening check point located in the Airport Terminal and the services provided by the TSA screening staff will not be utilized and instead will be provide by Operator. It is understood and agreed that all screening, security and related operating procedures by Operator will remain compliant with FAA 14 CFR 135 regulations and the Operator's TSA approved Twelve-Five Standard Security Program (TFSSP). Operator and the County will use their best reasonable efforts to ensure that Operator's departing passengers will not enter the TSA screening check point.

3.5.5 If Operator uses any access gate or door ("Access Gate") providing access to the Security Identification Display Area ("SIDA") of the Airport. Any such Access Gate shall be constantly monitored by Operator while open to prevent access to the SIDA by any person who does not properly display a County-issued security badge, or by any person who is not actively escorted by such a properly badged person. If unauthorized access to the SIDA occurs though an Access Gate being used by Operator it shall be a violation of this Lease and of the County's security program. For any such violation, Operator shall pay the County liquidated contract damages, which shall not be considered a penalty, in accordance with the following schedule, for violations occurring during the same calendar year:

1st Violation	Notice of Violation—Next Offense to Result in Fine
2nd Violation	$250 (gate will be locked by County until fee is paid)
3rd Violation	$500 (gate will be locked by County until fee is paid and

Operator shall provide assurances which, in the sole discretion of the County, are sufficient to prevent future Access Gate violations). Regardless of the number of such Access Gate violations which occur, should any such violation(s) result in a damage award, citation, or fine being assessed against the County, then Operator shall promptly reimburse the County for said damage award, citation, or fine, and for all costs and expenses, including reasonable attorney's fees, incurred by the County in defending against and satisfying the same

3.6 Operator's Employees. Operator hereby covenants and agrees, that with respect to operations authorized under this Lease;

3.6.1 Operator shall require all of its Employees, representatives, contractors, subcontractors, licensees, subtenants, invitees excluding passengers, and suppliers hired by Operator and working about the Terminal to wear clean and neat attire and to display appropriate identification.

3.6.2 Operator shall not permit its Employees to enter the Airport's security areas without the Employee's valid identification or an approved escort; and it shall immediately notify the Airport Director or his designee whenever an Employee's access authority has been revoked, an access medium has been lost or stolen, or it becomes aware that the access control system or its components have been compromised or threatened.

3.7 Records. Operator agrees that it shall keep or cause to be kept at the Airport true, accurate and complete records of Operator's activity conducted at the Airport upon which reports required in Subparagraph 3.2.2 above are based, for a period of two (2) years after the activity conducted, and shall permit the County to inspect the same at all reasonable times. Operator will provide passenger deplanement and enplanement records to the Airport Director by the 30th of each month after the month of the recorded activity.

3.8 Liens. Operator shall immediately cause to be removed, and shall cause a bond to be posted for the benefit of County to secure the payment of any and all liens or encumbrances of any nature arising out of or imposed because of any improvements or repairs performed by Operator or any of its contractors or subcontractors upon the Preferential Premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use on the Preferential Premises.

3.9 Removal of Disabled Aircraft. Operator shall promptly remove any of its disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways, aprons and gate positions) and place any such disabled aircraft in such storage areas as may be designated by Airport Director. Operator may store such disabled aircraft only for such length of time and on such terms and conditions as may be established by Airport Director. If Operator fails to remove any of its disabled promptly, County may, but shall not be obligated to, cause the removal of such disabled aircraft, provided, however, the obligation to remove or store such disabled aircraft shall not be inconsistent with federal and state laws and regulations. Operator agrees to reimburse County for all reasonable and actual costs of such removal.

4. OBLIGATIONS OF THE COUNTY

4.1. Quiet Enjoyment. The County covenants that on paying the rent and performing the covenants herein contained, Operator shall peacefully and quietly have, hold and enjoy the rights granted herein for the agreed term.

4.2. Maintenance and Utilities. During the term of this Lease, the County shall maintain and keep in good repair so much of the Airport, including the Terminal, as is not under the preferential or exclusive control of individual tenants, in accordance with applicable laws, rules and regulations. The County shall also maintain and operate sewage and water facilities, janitorial services, electrical and electronic facilities, and such other appurtenances and services as are now or may hereafter be connected with the operation of the Airport, for the common areas of the Terminal.

4.3. Snow Removal The duties of the County shall include the removal of snow from the ramps, runways and taxiways of the Airport, to the standard of a reasonable airport operator under similar circumstances and in light of equipment and personnel reasonably available to the County except as provided for in 4.4.

4.4. Operator Snow Removal Operator agrees to remove ice and snow from (a) an area around each aircraft measuring ten (10) feet from the nose, tail, and wings, and (b) a ramp area designated by the Airport Director for housing Operator ground handling equipment, such areas identified as the "Exterior Exclusive Use Premises" if any taking into account the equipment and personnel reasonably available to the Operator except as provided in Section 4.3 above. Operator shall indemnify and hold the County harmless from any and all claims arising out of Operator's failure to clear ice and snow from the Exterior Exclusive Use Premises. Operator assumes full responsibility for the safety of its employees, contractors,

agents, and passengers moving between the terminal and its own aircraft, regardless of weather conditions.

5. TERM

5.1 Term. Subject to earlier termination as hereinafter provided, the term of this Lease shall be 12 months (twelve) period commencing June 1st 2024 and ending May 31st 2025 (Initial Term). At the request of the operator, an additional term commencing June1st 2025 and ending May 31st 2026 (Additional Term) may be approved by mutual agreement.

5.2 Holding Over. Holding over or failure to vacate the Preferential Premises at the end of the term shall not be construed to be the granting or exercise of an additional term, but shall create only a month to month tenancy, under the other terms and conditions of this Lease, which may be terminated by either party upon 30-days notice to the other.

6. TERMINATION, SURRENDER AND DAMAGES

6.1 Termination by Operator.

6.1.1 Operator may terminate this Lease at any time if it withdraws from providing scheduled air service to the Airport, providing that it first delivers to the County a written notice specifying an early termination date, which date shall not be less than thirty (30) days from the date of delivery of said notice to the County. In such event, this Lease shall terminate on the date specified in the notice, provided that Operator is not then in default under the terms of this Lease and all amounts due and owing to the County are fully paid on and to the termination date specified. If Operator continues to provide service after the date specified, is in default hereunder or otherwise continues to owe monetary obligations to the County on said date, Operator's obligations under this Lease shall not terminate, but shall continue during the term.

6.1.2 If the County fails to perform any material act or acts or render any service required to be performed or rendered by the County under the terms of this Lease, and if the County fails to remedy any such default within thirty (30) days following Operator's written notice to remedy the same, Operator may terminate this Lease.

6.1.3 Operator shall also have the right to terminate this Lease in the event of any of the following: the order or action of a federal agency terminating or suspending Operator's right to operate into and from the Airport; issuance by any court of competent jurisdiction of any injunction preventing or restraining the use of the Airport or any part thereof for airport purposes, and the remaining in force of such injunction for a period of at least thirty (30) days; any action of a federal agency hereafter refusing to permit Operator to operate into, from or through the Airport such aircraft as Operator may reasonably desire to operate thereon; the inability of

Operator to use said premises and facilities continuing for a longer period of thirty (30) days due to any deficiency of the Airport or unsafe condition for operating at the Airport of the type of aircraft then being flown by Operator or any law, order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of Operator or due to war or other casualty; the assumption by the United States or any authorized agency thereof of control of the Airport or any substantial part thereof; or the erection of any obstacle on or in the vicinity of the Airport which would occasion a modification of Operator's air carrier operating certificate or similar authorization establishing minimum safety standards for the operation of Operator.

6.2 Operator's Default and County Remedies.

6.2.1 County may terminate this lease if Operator is in default under this Lease in the event of any of the following:

6.2.1.1 appointment of a receiver or trustee of Operator's assets;

6.2.1.2 default by Operator in the performance of any covenant or agreement herein required to be performed by Operator other than the payment of money or the occurrence of the events described in this paragraph, and failure of Operator to remedy such default for a period of thirty (30) days after receipt of written notice to remedy the same; or

6.2.1.3 failure of the Operator to make any payment due hereunder within fifteen (15) days after receipt of notice of such overdue payment.

6.2.2 In the event of default, the County may, at its option, in addition to other remedies, and with or without terminating this Lease, utilize Operator's security deposit to satisfy all or a portion of Operator's obligations to the County. The County need not terminate this Lease upon Operator's default, but at its discretion and without terminating the Lease, may seek specific performance, damages incurred by it as a result of Operator's default, and/or such other and further relief as may be available at law or equity. In the event of Operator's default, the County need not elect remedies, but may pursue any combination of remedies available to it at law or equity.

6.3 Surrender of Possession.

6.3.1 On the expiration or other termination of this Lease, Operator's rights to use the Leased Premises, facilities and services described herein shall cease, and Operator shall promptly vacate the Preferential Premises, if any.

6.3.2 Except as otherwise provided in this Lease, all fixtures, improvements, equipment and other property bought, installed, erected or placed by Operator in, on or about

the Airport shall be deemed to be personal property and shall remain the property of Operator. Operator shall have the right at any time during the term of this Lease, or any renewal or extension hereof, and for an additional period of thirty (30) days after the expiration or sooner termination of this Lease, to remove any or all of such property from the Airport, subject, however, to Operator's obligation to repair all damage, if any, resulting from such removal, reasonable wear and tear excluded. Any and all property not removed by Operator prior to the expiration of the aforesaid period shall be deemed abandoned thereupon become a part of the land on which it is located and title thereto shall vest in the County. The County may, however, require and accomplish the removal of said property at its option and at the expense of Operator. Neither the County, nor its officers, employees or contractors shall have any liability to Operator with respect to such abandoned property.

6.4 Damage or Destruction of Premises.

6.4.1 If the Preferential Premises are partially damaged by fire, the elements, the public enemy or other casualty, and the damage is so extensive as to render the Preferential Premises untenantable, but said damage is capable of being repaired in 60 days or prior to the termination date hereof, whichever date first occurs, the Preferential Premises shall be repaired with due diligence by the County at its own cost and expense, and the rent payable hereunder with respect to that portion damaged, if any, shall be proportionately paid up to the time of such damage and shall thenceforth abate in the ratio the space rendered unusable bears to the total space leased until such time as the Preferential Premises shall be fully restored. If the Preferential Premises are completely destroyed or are so damaged that they will remain untenantable for more than 60 days or beyond the termination date hereof, whichever date first occurs, either party may, at its option, cancel so much of this Lease as relates to the untenantable space, such cancellation to be effective as of the date the Preferential Premises were damaged or destroyed. In such event, County shall make reasonable efforts to provide Operator with substitute space, to the extent the same is reasonably available.

6.4.2 Except as provided in subparagraph 6.4.1 above, destruction of all or part of the Preferential Premises shall not affect the obligation of Operator to pay the rents and charges set forth in this Lease.

6.4.3 In the event that the Preferential Premises are rendered untenantable for reasons other than those set forth above, there shall be a reasonable and proportionate abatement of the rentals, fees and charges provided for herein during the period that the same are so untenantable or unusable.

6.4.4 Notwithstanding any of the foregoing, in the event any damage or destruction to the Airport is caused by a negligent act or omission by Operator, its subtenants or Employees, Operator shall reimburse the County for its actual costs incurred in repairing such damage. Nothing herein shall be construed as a waiver of the right of

the County to recover damages from Operator arising out of the fault or negligence of Operator.

6.4.5 In the application of this Paragraph 6.4, the County's obligations shall be limited to repair or reconstruction of the Preferential Premises to the extent and of equal quality as obtained at the commencement of operations hereunder, and the County shall not be responsible for any consequential damages. Redecoration or replacement of Operator's furniture, equipment and supplies shall be the responsibility of Operator, unless damage thereto is caused by a negligent act or omission of the County, its agents or employees, in which event the County shall be responsible for such redecoration and replacement. Any such redecoration or refurnishing shall be of equivalent quality to that originally existing at the commencement of the Lease.

7. ASSIGNMENTS AND SUBLETTING

7.1 Assignments and Subletting. Operator shall not at any time assign or sublet its rights under this Lease or any part thereof without the prior written consent of the County; provided, however, that the foregoing shall not prevent the assignment of such rights to any corporation with which Operator may merge or consolidate, or which may succeed to the business of Operator. No such assignment or subletting shall release Operator from its obligations to pay any and all of the rentals and charges and to otherwise perform Operator's obligations set forth herein.

7.2 Successors to the County. The rights and obligations of the County under this Lease may be assigned by the County, at the option of the County, and without the necessity for the concurrence of the Operator in any such assignment.

8. OTHER AGREEMENTS

8.1 Compliance with Laws, Rules and Regulations.

8.1.1 Operator shall obtain and pay for all licenses, fees, permits or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Lease and the privileges extended hereunder. Operator shall also pay all taxes lawfully imposed upon it with respect to its property or operations on the Airport.

8.1.2 Operator shall, at all times, faithfully obey and comply with all applicable existing and future laws, rules and regulations adopted by federal, state, local and other governmental bodies and applicable to or affecting Operator and its operations and activities in and at the Airport.

8.1.3 Operator agrees to abide by and be subject to all (a) the Minimum Standards, and (b) Airport Rules and Regulations which are now, or may from time to time be, lawfully promulgated by the County and/or other agencies with authority concerning management,

operation or use of the Airport. A copy of the County's existing Minimum Standards and Rules and Regulations relating to operations at the Airport are annexed to this Lease as Exhibit 1 and 2.

8.1.4 Nothing herein shall limit the right of Operator to challenge any rule or regulation, or the application of such rule or regulation to Operator, or to seek any legal or equitable remedy.

8.1.5 Operator acknowledges that it has reviewed and is familiar with Assurances which are imposed upon the County by the Federal Aviation Administration by nature of its having received grant funding. Operator agrees that it will faithfully comply with such Assurances to the extent that they apply or hereafter apply to the Operator, and shall take no action or make no omission which would cause the County to be in default under such Assurances.

8.2 Lease Subordinate. This Lease shall be subordinate to any existing or future agreement between the County and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition to the expenditure of federal funds for development of the Airport. If such an Agreement is entered into between the County and the United States, the parties agree to execute an amendment to this Lease so as to remove any material inconsistencies between this document and any agreement with the United States. In the event that by reason of any such Agreement with the United States, it becomes necessary to modify, relocate or remove any improvements or other structures situated on the Leased Premises, Operator agrees to modify, relocate or remove any such improvements or structures, as directed by the County, and the County shall compensate and reimburse Operator for reasonable costs and expenses (including modification, removal or relocation costs) so incurred by Operator.

8.3 Non-Discrimination. In operations at and use of the Airport, the Operator shall not, on the grounds of race, color, national origin or sex, discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable law, shall abide by the provisions of Part 21 of the Rules and Regulations of the Office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964.

8.4 Service Entrances. The County shall have no obligation to provide any special service entrances for utilities other than those, which presently exist in the Terminal. In the event Operator requires any additional or special service entrances, the same shall be installed at the cost and expense of Operator, and only upon prior County approval.

8.5 Availability of Governmental Facilities. In the event that air navigation aids or other facilities now or hereafter supplied by the United States and needed for Operator's operation at the Airport are discontinued, the County shall have no obligation to furnish such aids or facilities.

8.6 Relocation by the County. If in the opinion of the County, proper development or operation of the Airport requires that any part of the Leased Premises be devoted to a different use, the County shall have the right, upon six (6) months advance written notice to Operator ("Relocation Notice"), and without cost or expense to Operator, to relocate all or a part of the Leased Premises, on a temporary or permanent basis, provided that such notice details the specifics and timing of such relocation and what specific areas of the Lease Premises are affected. If the Preferential Premises is so relocated it shall be of no less area, and as conveniently located with reference to the Security Holding Area as is reasonable, considering all demands for space at the Airport. In such event, all of Operator's improvements and trade fixtures shall, without cost or expense to Operator, be relocated or replaced on said relocated Preferential Premises, and this Lease shall continue in effect with respect to such relocated Preferential Premises. In the event of such Relocation Notice, Operator shall the right in its sole discretion to terminate this Agreement.

8.7 Force Majeure. Neither the County nor Operator shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of aircraft or fuel or tires as the direct result of governmental decree, acts of God, acts of the public enemy, acts of superior governmental authority, weather condition, riots, rebellion, sabotage or any other circumstances for which it is not responsible and which is not under its control.

8.8 Reservation of County Rights. Notwithstanding anything herein to the contrary, the County reserves the following rights:

8.9.1 For the use and benefit of the public, the right of flight for the passage of aircraft in the air space above the surface of the Leased Premises, together with the right to cause in that air space such noise as may be inherent in the operation of aircraft utilizing the Airport.

8.9.2 The right to protect the aerial approaches of the Airport against obstruction, including the right to prohibit Operator from erecting, or permitting to be erected, any building or other structure on the Leased Premises which would, in the reasonable judgment of the County, constitute a hazard to aviation.

8.9.3 During time of war or national emergency, the right to lease the Airport or any part thereof, including the Leased Premises or any part thereof, to the United States Government for military purposes, and, in the event of such lease to the United States for military purposes, the provisions of this Lease shall be suspended insofar as such provisions may be inconsistent with the provisions of the lease to the United States.

8.9.4 The right to direct all activities of Operator at the Airport in the event of an emergency.

8.9.5 The right to grant other leases, licenses, permits or rights to occupancy or use of the Airport so long as such other grants do not unreasonably interfere with or impair Operator's rights hereunder or Operator's occupancy or use of the Leased Premises, and the right to direct changes in the way Operator conducts its Airport operations in the event that the County determines, in the exercise of its reasonable judgment, that one or more aspects of Operator's method of operation is unreasonably interfering with the lawful and proper occupancy or use by others of the Airport. Provided, that this reserved right is not intended to allow the County to deny Operator the basic right to use the Leased Premises for any of the uses permitted hereunder.

8.9.6 The right to further develop and/or improve the Airport, including the Leased Premises, as the County deems appropriate, without interference or hindrance by Operator, and the County shall have no liability hereunder to Operator by reason of any interruption to its operations on the Leased Premises occasioned by such development and/or improvement of the Airport; provided, that if Operator shall be unable to conduct reasonably normal business operations on the Leased Premises by reason of any such development and/or improvement of the Airport, then rent and other fees payable by Operator hereunder shall be subject to an equitable adjustment during the period of such interruption.

8.9.7 Prior to taking any such action which would adversely affect the operations of the Operator, the County agrees to consult with the Operator's local and/or designated representative; provided, however, that this shall not preclude the County from taking any action it deems necessary for the immediate protection of persons or property or which is necessitated by circumstances which the Airport Director or other authorized person reasonably believes to be a threat to the general welfare.

9. MISCELLANEOUS PROVISIONS

9.1 Non-Exclusive Right. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the County reserves the right to grant to others the privilege and right of conducting any one or all of the aeronautical activities specified herein, or any other activities of an aeronautical nature.

9.2 Operator's Subcontracts. The requirements of this Lease shall apply to Operator's approved subcontractors hereunder, and Operator shall ensure that such subcontractors agree to and comply with the obligations of paragraphs hereof to the same extent required of Operator.

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

9.4 Time of Essence. Time is of the essence in this Lease.

9.5 Non-Waiver. Waiver by either party of or the failure of either party to insist upon the strict performance of any provision of this Lease shall not constitute a waiver of the right or prevent any such party from requiring the strict performance of any provision in the future.

9.6 Limitation of Benefit and Liability. This Lease does not create in or bestow upon any other person or entity not a party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not a party. No director, officer, official or employee of either party shall be held personally liable under the terms of this Lease.

9.7 Severability. Any covenant, condition or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice the County or Operator in their rights and obligations contained in valid covenants, conditions or provisions.

9.8 Effect of Lease. All covenants, conditions and provisions in this Lease shall extend to and bind the successors of the parties hereto, the assigns of the County and the permitted assigns of Operator.

9.9 Notices. Notice to the County provided for herein shall be sufficient if sent by registered mail addressed to:

Gunnison-Crested Butte Regional Airport
Mathew Birnie, County Manager
200 E. Virginia
Gunnison, Colorado 81230

and notices to the Operator, by e-mail or if sent by registered mail, addressed to

legal@jsx.com
realestate@jsx.com

Delux Public Charter, LLC
7201 Lemmon Ave
Dallas, Tx 75209

9.10 Governing Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Any action to enforce or interpret this Lease shall be brought in a court in and for Gunnison County, Colorado, or in the United States District Court for the District of Colorado.

9.11 Entire Lease. This Lease embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.

9.12 Attorneys' Fees. In any action to enforce or interpret the provisions of this Lease, the court may award reasonable attorney fees and costs to the prevailing party.

9.13 No Personal Liability. No director, officer or employee of either party hereto shall be held personally liable under this Lease.

9.14 Modification of Lease. This Lease may not be altered, modified or changed in any manner whatsoever except by a writing signed by all parties hereto.

9.15 Capacity to Execute. The County and Operator each warrant and represent to one another that this Lease constitutes the legal, valid and binding obligation of that party.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By: _____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Commissioner

_____
Laura Puckett Daniels, Commissioner

Attest:

_____
~~Katherine Haase~~, Deputy Clerk
Holly Perry

GUNNISON COUNTY SEAL COLORADO

Delux Public Charter, LLC (dba JSX)

_____
Jeff Simmons, Chief Financial Officer

Attest:

_____
KEN EDMONDSON, VP

EXHIBIT 1
Minimum Standards

EXHIBIT 2
Rules and Regulations

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Caring for Colorado Foundation;

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: July 1, 2025 **Term Ends:** **Grant Contract #:**

Summary:

Looking for approval to apply for a ReproCollab Grant through Caring For Colorado to support community support through Family Planning

Fiscal Impact:

Submitted by: Shonna Gray **Submitter's Email Address:** sgray@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 3/14/2025

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

Comments:
Legally sufficient. SO 3/13/25

Reveiwed by: Discharge Date: 3/14/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: Discharge Date: 3/14/2025

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

Agenda Date: 3/18/2025

Revised April 2015

Caring for Colorado FOUNDATION

ReproCollab: Part 1 Application Template

Your responses must be submitted in the Part 1 Application online form by 5:00 p.m. on Thursday, March 20.
Remember, the online form does not allow you to save your work.

Part 1 Application Questions	Guidance
Are you using a Fiscal Agent for this application? ☐Yes ☒No **If yes:** Select one of the prepopulated fiscal agents or select "Other" **If "Other,"** Please type the Full Name, Address, City, State, Zip, Full Name of the Primary Contact (Signs Contracts), and the Primary Contact's email.	New or emerging organizations or for-profits are permitted to apply through a tax-exempt organization acting as a fiscal agent. The most common type of fiscal agent arrangement is between a 501(c)(3) tax-exempt charitable organization and a non-tax-exempt group. The fiscal agent has the ultimate authority and responsibility to see that the funds are used for the intended purpose; it cannot simply be a pass-through organization.
Has the organization previously applied for CFC funding? ☒Yes ☐No **If yes,** Did the organization receive funding? ☒Yes ☐No	This question helps us identify if you are a first-time applicant, a returning applicant, or a previous grantee. If you are unsure if your organization has applied or been funded in the past, please select "no."
Organizational Information: Organization Name: Gunnison County Health and Human Services Legal Name: Gunnison County Health and Human Services Tax ID: Tax Class: Address 1: 220 N Spruce St Address 2: City: Gunnison Country (drop-down selection):	

Caring for Colorado FOUNDATION

ReproCollab: Part 1 Application Template

State/Province (drop-down selection): CO Postal Code (Zip): 81230 County where primary office is located (drop-down selection): Gunnison Organization Phone: 970-641-3244 Website Address: www.gunnisoncounty.org	
Executive Director Information: First Name: Matthew Last Name: Birnie Title if different from Executive Director: County Manager E-mail: MBirnie@gunnisoncounty.org Address 1: 300 E Virginia Ave Address 2: City: Gunnison State:CO Postal Code (Zip): 81230 Office Phone: 970-641-3244 Direct Phone: 970-641-7600	The executive director/CEO listed in the application will receive an email acknowledging receipt of Part 1 submission within one business day.
Project Primary Contact (if different than CEO/ED): Primary Contact First Name: Amelia Primary Contact Last Name: Meyer Primary Contact Suffix: Primary Contact Title: Family Planning Coordinator Primary Contact Address (enter Address, City, State, Zip if different from Organization address): Primary Contact Email: AMeyer@gunnisoncounty.org Primary Contact Office Phone: 970-641-3244 Primary Contact Direct Phone: 970-641-7952	The primary project contact will be notified via email within four weeks about the next steps in the review process.
Organization Annual Budget: $8,791,566	This is the organization's current operating budget. For applications using a fiscal sponsor, please use the program's operating budget, not the fiscal sponsor's budget.

Caring for Colorado FOUNDATION

ReproCollab: Part 1 Application Template

Proposal Title: Gunnison County HHS Family Planning Clinic	If awarded funding, the "Proposal Title" will be used in funding announcements and in the grants database on Caring for Colorado's website. *Considerations:* ▪ Format is brief and should not exceed five words. ▪ Do not include your organization's name in the title. ▪ Do not enter punctuation.
Proposal Summary: Click or tap here to enter text. • Update and enhance clinical billing practices • Support and strengthen existing clinical services • Build on and improve existing policies and procedures • Enhance rural access to person centered contraceptive care • Enhance community outreach and engagement through collaboration with community partners and stakeholders.	If awarded funding, the "Proposal Summary" might be used in funding announcements and in the grants database on Caring for Colorado's website. *Considerations:* ▪ Format is brief and should not exceed 15 words. ▪ To start the description, use an active verb – for example: ○ Implement or provide (current programs or services) ○ Enhance or expand (change or strengthen existing service or program) ○ Create, develop, or build (new services or programs) ○ Facilitate, train, or educate (participants/clients, staff, or volunteers) ▪ Use keywords to add context, such as rural, urban, person-centered contraceptive care, clinic improvements, etc. ▪ We respect your choice to ensure that this summary does not contain language that may be used against your organization.
Is this a general operating request? **No**	This funding opportunity only allows Project/Program requests. **Please select "no".** Of note, you will be asked to provide a separate budget in the Part 2 Application.

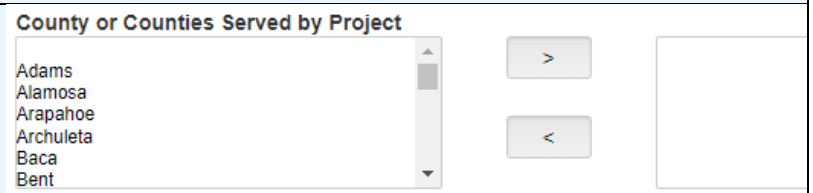
Caring for Colorado FOUNDATION

ReproCollab: Part 1 Application Template

Total Project/Program Budget: $369,784	This is the total expenses for the project.
Amount Requested: $125,000	All awards will be up to $125,000.
Proposal Start Date: 7/1/2025	All proposal start dates should be July 1, 2025.
Proposal Term in Months: 18 Months	This field only accepts number values in months. **Please input 18. Grants will be awarded for 18 months.**
Number of years the organization has been in operation (if less than 1 year, type 0): 50	This field should be calculated based on the date of incorporation. Organizations that have been in operation for less than one year *are* eligible to apply.
Number of Full-Time Staff: 30	Number of paid full-time staff in the entire organization, not just the proposed work.
Number of Part-Time Staff: 15	Number of paid part-time staff in the entire organization, not just the proposed work.
Anticipated Number Reached: 500	This field should only include a number. The value represents the estimated number of individuals that will be served by the proposed work.
Describe how the Anticipated Number Reached is calculated: The population served last year was 330. We are wanting to expand through community outreach and grow our support for our community. We anticipate being able to increase our number of clients to 500.	Describe how the number listed above was calculated. For example, this project will serve an estimated 50 patients of reproductive age at our ABC clinic location and 150 patients of reproductive age at our XYZ clinic location.

Caring for Colorado FOUNDATION

ReproCollab: Part 1 Application Template

Geography: Rural Choose an item.	If your proposed work serves multiple counties that include both rural and urban counties, select the option that best defines the intended geography.
Geographical Area Served: **Multi-County**	If your proposed work serves multiple counties that include both rural and urban counties, select the option that best defines the intended geography. Your organization does not have to work in all 64 counties to be considered "statewide."
County or Counties Served by Project: *Option to add county or counties in the online form.* **Gunnison County** **Hinsdale County**	

Caring for Colorado FOUNDATION

ReproCollab: Part 1 Application Template

Age Group(s) Served by Proposed Work: ☐0 to 5 years old ☐6 to 8 years old ☐9 to 10 years old ☐11 to 14 years old ☒15 to 18 years old ☒19 to 21 years old ☒22 to 25 years old ☒26 years or older ☒Adult Parents/Caregivers	Please select only the age ranges for the *proposed work*. Do not select every age group your organization serves.

Caring for Colorado collects demographic information on grant applications to ensure that we are directing resources to our priority populations and taking a statewide approach to our work. Your application data is secure and confidential. Data from applicants or grantees is shared only in an aggregated form across all applicants or grantees.

What percentage of the population served by your organization identifies as a person of color? **25 - 49%** **If "Do not track":** **Select the primary reason for not tracking this information:** Choose an item.	This question asks about the demographics of your *entire organization*, not just the proposed work in your application. We use this data to assess who applicants and Caring for Colorado grantees are serving. As an organization focused on creating equity in health, well-being, and opportunity, we ask demographic questions about income in every Part 1 Application as one way to measure our progress in centering equity in our grantmaking.

Caring for Colorado FOUNDATION

ReproCollab: Part 1 Application Template

	The Part 2 Application asks detailed demographic questions about the applicant's board, staff, and community served.
What percentage of the population served by your organization lives with incomes at or below 260% of the federal poverty level? **75 - 100%**	This question asks about the demographics of your *entire organization*, not just the proposed work in your application. We use this data to assess who applicants and Caring for Colorado grantees are serving. As an organization focused on creating equity in health, well-being, and opportunity, we ask demographic questions about income in every Part 1 Application as one way to measure our progress in centering equity in our grantmaking. The Part 2 Application asks detailed demographic questions about the applicant's board, staff, and community served.

Narrative Questions:

1. Tell us about your organization:

Our Family Planning Clinic is a Title X clinic located in Gunnison and serves two frontier counties, Gunnison and Hinsdale. The clinic has been in operation for over 30 years. In that time the overseeing organization has developed and changed and is now the Department of Health and Human Services. Our mission is to provide competent advocacy, prevention, protection and support services to families of Gunnison and Hinsdale counties so they can prosper and thrive in a healthy and supportive community. The majority of the patients that we see at the Family Planning Clinic fall under 200% of the federal poverty level, and approximately 36% of our patient population identifies as Hispanic; some of the individuals who identify as Hispanic also identify as undocumented and/or asylees. We see patients from adolescence through adult hood, with the majority of our patients falling between the ages of 18 and 34. The services we provide include provision of most all contraceptive methods including long-acting reversible contraceptives, fertility awareness-based methods, hormonal contraceptives and barrier methods. We refer out for vasectomy and tubal ligation. Our family planning services also typically include breast and cervical cancer screenings as indicated as well as colposcopy. We also provide STI testing and treatment. We conduct outreach STI screening at the local university and provide community education on STI prevention. We also provide pregnancy testing and counseling.

Caring for Colorado FOUNDATION

ReproCollab: Part 1 Application Template

As previously mentioned we serve two frontier counties. Our patients sometimes live over 50 miles away. Rural health care challenges include physical access to clinic, but also present challenges in outreach and education. The increased cost and inconvenience of transport along with health care costs can also affect our patient population. From an organizational perspective our rural location makes it hard to find provider coverage making available clinic times more scarce. We also lack local funding sources making our clinic very reliant on Federal funding. In the face of these challenges we actively strive to provide competent patient centered care at as low a cost as possible to our patients. One way we achieve this is by using a sliding scale fee schedule. We are part of the Women's Wellness Collective through CDPHE which helps us provide more breast and cervical cancer screening. We have in person interpretation and health navigation for our Spanish speaking clients. We provide outreach in the local schools, at the university, and other commonly accessed service sites such as the library and the food pantry. We have found creative ways to reach out and educate our community considering our rural location.

Patient centered and patient led care is a priority for our clinic. Our staff annually participates in cultural sensitivity training, and as previously mentioned we have in person interpretation and health navigation available to Spanish speaking patients. We strive to make it known through advertising and outreach that we are a safe and respectful place for those who identify as 2SGBTQIA+ to receive care. Trauma informed care is also a pilar of our practice with specific sensitivity to sexual assault, trafficking and asylum seekers. As previously mentioned we bill based off a sliding scale fee schedule and also attempt to provide gas cards and travel assistance to patients whose incomes and financial challenges are obstacles to care.

Click or tap here to enter text.

1. **Provide a summary of the type of work your organization anticipates prioritizing within your Contraceptive Access Action Plan and the population(s) that will be served by your organization's efforts:**

The ReproCollab funding opportunity would give our clinic the financial assistance needed to improve several areas that would help us reach more patients and improve the experience of our existing patient populations. We would like to improve our billing processes through trainings for our billing staff. We feel that this will increase our reimbursement from third parties which would allow us to use our funding for other opportunities other than simply keeping the doors open. We would also like to provide trainings to clinical staff to improve the standardization of patient assessment to ensure all patients are receiving the highest quality patient centered care and that we are fully evaluating each patient. We know that we are sometimes the only health care that our patients can access and we want to ensure we are assessing their whole well being. This funding would be utilized to increase our partnership with our Spanish speaking health navigation team. This would lead to increased outreach for our Spanish speaking population including those who are undocumented and seeking asylum. We would also use this funding to help support the outreach we are doing in the adolescent community and help us initiate outreach to those who identify as 2SLGBTQIA+. We are also hoping to participate in the collaboration set up within this grant to help with improving our existing policies and ensuring we are making as many opportunities available for the best provider competency. At this time we are planning on changing our EHR, and would use some of this funding to ensure the highest EHR proficiency we can attain.

This funding would be utilized in multiple areas of our clinical functioning. Each concept is a step in our process to update and improve our clinic operations. We feel that optimizing multiple areas of our clinic will lead to a higher functioning service that will allow us to see more patients and provide higher levels of

care. We also feel that some of the challenges we face base on our rural frontier location will be aided by improving multiple areas of our operations. With a higher baseline functioning status we can expend more efforts in outreach to the marginalized communities within the population that we serve.

Click or tap here to enter text.

Caring for Colorado Grant Proposal

Proposal Title:

Proposal Summary:

- Update and enhance clinical billing practices
- Support and strengthen existing clinical services
- Build on and improve existing policies and procedures
- Enhance rural access to person centered contraceptive care
- Enhance community outreach and engagement through collaboration with community partners and stakeholders.

Tell us about your organization:

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cervical cancer screening. We have in person interpretation and health navigation for our Spanish speaking clients. We provide outreach in the local schools, at the university, and other commonly accessed service sites such as the library and the food pantry. We have found creative ways to reach out and educate our community considering our rural location.

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Type of work:

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functioning status we can expend more efforts in outreach to the marginalized communities within the population that we serve.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Authorizing an Intergovernmental Agree

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Resolution Adopting the Access Control Plans for West US Highway 50 and Colorado Highway 135.

Fiscal Impact:

Submitted by: MARTIN SCHMIDT **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: ◯ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ◯ Not Required

Comments:
Legally sufficient. SO 3/13/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/13/2025 Certificate of Insurance Required

Yes ◯ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

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

Agenda Date: 3/18/2025

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, STATE OF COLORADO
RESOLUTION NO. 2025-

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF GUNNISON, COLORADO, THE CITY OF GUNNISON, COLORADO AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) REGARDING UNITED STATES HIGHWAY 50 ACCESS CONTROL PLAN AND COLORADO HIGHWAY 135 ACCESS CONTROL PLAN

WHEREAS, United States Highway 50 is an important transportation resource for the County of Gunnison and other communities in the region. As growth continues, traffic volumes and development pressures on United States Highway 50 in the study segment are expected to grow significantly.

WHEREAS, Colorado Highway 135 is an important transportation resource for the County of Gunnison and other communities in the region. As growth continues, traffic volumes and development pressures on Colorado Highway 135 in the study segment are expected to grow significantly.

WHEREAS, recognizing the need to plan for future growth along the corridors to maintain the capacity and increase safety, the Colorado Department of Transportation, the City of Gunnison and Gunnison County contracted an engineering consulting firm to conduct a study and develop a comprehensive roadway access control plan to manage existing and future access points.

WHEREAS, the goal of the United States Highway 50 plan is to provide appropriate access to United States Highway 50, while maintaining the safety and efficiency of the facility.

WHEREAS, the goal of the Colorado Highway 135 plan is to provide appropriate access to Colorado Highway 135, while maintaining the safety and efficiency of the facility.

WHEREAS, the adopted plans will provide landowners who develop their property with a predictable known location, configuration, and conditions for their access, as well as the location of future intersection treatments on the Highway.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that:

a. The intergovernmental agreement will provide for the coordinated regulation of vehicular access for the subject section of United States Highway 50.
b. The intergovernmental agreement will provide for the coordinated regulation of vehicular access for the subject section of Colorado Highway 135.
c. The County Manager of Gunnison County is authorized to execute the

Intergovernmental Agreement.

INTRODUCED by Commissioner _____, seconded by

Commissioner _____, and adopted this ___ day of March, 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Laura Puckett-Daniels, Chairperson

By: _____
Elizabeth K Smith, Vice Chairperson

By: _____
Jonathan Houck, Commissioner

ATTEST:

_____
Deputy County Clerk

CITY OF GUNNISON/GUNNISON COUNTY
US HIGHWAY 50 and COLORADO HIGHWAY 135 ACCESS STUDY

US 50 – County Road 726 (MP 151.23) to
Colorado State Highway 135 (MP 157.39)

CO 135 – US 50 (MP 0.0) to
Colorado State Highway 135 (MP 6.1)

March 11, 2025

Prepared for:

City of Gunnison
201 W. Virginia Avenue
PO Box 239
Gunnison, CO 82130
Anton Sinkewich, AICP, LEED AP, Community Development Director

Gunnison County
200 E. Virginia Avenue
Gunnison, CO 81230
Martin Schmidt, Assistant County Manager for Public Works

Colorado Department of Transportation Region 3 – Traffic and Safety
222 South 6th Street
Grand Junction, CO 81501
Mark Bunnell, Traffic Design Engineer

Prepared by:

Mead & Hunt
999 18th Street, Suite 2300S
Denver, CO 80202
Paul Silberman, P.E., PTOE, Project Manager

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EXECUTIVE SUMMARY

Project Background

CDOT, Gunnison County, and the City of Gunnison worked together to develop the US 50 and CO 135 Access Control Plan (ACP). The purpose of this plan is to prepare for future, new, or redevelopment by establishing a coordinated corridor access system that can balance the parcel access needs with transportation needs for the local community and traveling public. The goals for the project were:

- Improve safety and reduce the risk of crashes at intersections with US 50 by optimizing future access improvements that balance effective, efficient, and safe through travel on the highway with reasonable highway access to local streets and abutting development parcels.
- Provide efficient and safe connections with existing and proposed connecting routes.
- Develop a plan that can be implemented in many phases as development occurs and is supported (adoptable by resolution) by all three partner agencies.
- Support and promote the long-term economic viability of the corridor study area.
- Develop recommendations that are in-line with previous local and regional plans.

This report summarizes the process, data, assumptions, analyses, and recommendations for access modifications along the US 50 and CO 135 corridor.

Study Area

US 50: The study area encompasses 6.17 miles of US 50, with approximately 4.47 miles in Gunnison County, and approximately 1.7 miles within the City of Gunnison. This section of US 50 (officially designated Route 050A) is classified as a Principal Arterial – Other from the west to MP 154. East of there, it is classified as Principal Arterial – Freeways and Expressways. It is a Mainline of the National Highway System. It is also designated a National Truck Route. The posted speed limit along US 50 starts at 65 mph at the west end before lowering to 55 mph at MP 152.9 and 50 mph at MP 154.2. As US 50 approaches the City of Gunnison, the speed limit lowers to 45 mph at MP 155.341 and 35 mph at MP 156.3.

The study area corridor consists of one 12-foot lane per direction from the west to just inside the City of Gunnison line, where it widens to two 12-foot lanes per direction. There are no median or auxiliary lanes in the Gunnison County portion. A center two-way left turn lane, which is striped as exclusive left turn lanes at several key intersections, exists within most of the City of Gunnison. Shoulders are present in the Gunnison County Section, varying from two to eight feet wide. Within the City of Gunnison, some portions have no shoulders, while sections in the Central Business District provide eight-foot parking aisles and sidewalks on both sides of the road.

There are currently 141 existing access points along US 50 within the study area. There are 3 existing signalized intersections along the corridor. The remaining access points include 80 unsignalized public road intersection access points, 37 private residential or field access points, and 21 business access points.

CO 135: The study area encompasses approximately 6.1 miles of CO 135 in Gunnison County, Colorado, including approximately 1.0 miles within the City of Gunnison. The section of CO 135 within the City has an Access Control classification of NR-B: Non-Rural Arterial and a functional classification of Minor Arterial. Within the County, the Access Control Classification is R-A: Regional Highway. The posted speed

limit starts at 25 mph, increasing to 30 mph at Ohio Avenue, 40 mph around milepost 0.6, and 55 mph at milepost 1.0.

The study area corridor consists of two 12-foot lanes per direction from US 50, narrowing to one 12-foot lane per direction at County Route 10. A 14-foot painted median starts just north of US 50 before ending at County Route 10a. Exclusive left turn lanes exist at E. Virginia Avenue and E. Georgia Avenue. North of there, a center two-way left turn lane exists to the north of CR 10. Curbing exists on both sides of the road up to north of W. Denver Avenue, before transitioning to shoulders of varying widths through the rest of the study area. Parking and sidewalks exist on both sides of the road to W. Denver Avenue.

There are currently 129 existing access points along CO 135 within the study area. There are 4 existing signalized intersections along the corridor. The remaining access points are unsignalized full movements apart from 1 right-in, right-out movement.

Coordination and Public Involvement

This study is a joint partnership between CDOT, Gunnison County, and the City of Gunnison. Input from corridor stakeholders, including property owners, tenants, and the general public was a critical element of the project. Multiple interagency and interdepartmental work sessions have taken place to develop the final draft recommendations included in the Access Control Plan. Following City Council and Board of County Commissioners (BOCC) review of the draft ACP, project partners proceeded to a public meetings phase including Public Open House meetings and individual property owner meetings in accordance with CDOT required process. Every property owner abutting the corridors was directly notified via postcards, including materials in Spanish translation. Key stakeholders such as Gunnison Valley Transportation Authority (RTA) and emergency responders were also consulted. Following input from the public meetings, necessary updates were integrated into the final draft plan that will return to City Council and BOCC for approval and possible adoption, with an Intergovernmental Agreement between the City, County, and CDOT.

Multiple techniques were used to engage stakeholders, including an advertised public open house, one-on-one meetings/phone calls with interested stakeholders, public presentations with the BOCC and City Council, and project information posted on the City and County websites. Exhibits presenting access management principles, the study process, the recommended Access Control Plan (ACP) and the implementation process were displayed at the public open house and on the County's website. Representatives from the CDOT, the County, the City, and the consultant team were available for questions at public outreach events. Comments were accepted at all outreach events, and via email or mail throughout the project.

Development of the Access Control Plan

The Plan was developed in conjunction with CDOT, Gunnison County, the City of Gunnison, and the public. As part of this plan, the existing physical and operational characteristics of US 50 were inventoried and mapped. Several work sessions with the project partners were held to review each existing access point, identify new development locations, safety concerns, street hierarchy/local roadway circulation and improvements, and access management needs. Using this information, a draft ACP was developed and reviewed. Based on input from the project team, agency representatives, and the public, the draft plan was refined. Plan adoption by CDOT, County, and the City is recommended.

Access Plan Recommendations

After evaluating the existing access conditions and potential future access needs, the Plan defines the configuration and traffic control for each access, as well as recommended access closures and parcel cross connection points. Key major full movement intersections with likely auxiliary lanes were identified. The Colorado State Highway Access Code was followed in determining locations of and spacing between major intersections, including a maximum "out of direction" travel of one-half mile in each direction.

Where feasible, highway access was reduced to one location per parcel and shared with adjacent properties. The functional intersection areas were kept clear of any other access points, where possible. Where safe, feasible, and so not to cause congestion, access was provided to the local street system instead of the main highway. Within the City of Gunnison, the Plan limits full movement access to major intersections and either closes or restricts the movement at all other access points to either right-in, right-out or ¾ - movement access. Traffic control measures that may be used to achieve long-range proposed conditions include raised medians, channelizing islands at limited access points, and signage and marking.

Along US 50, the ACP will reduce the number of access points from 141 to 70. This reduction in access includes the following:

- 10 public road closures (connections to Frontage Roads)
- 25 field access closures
- 8 consolidated access points to one access per parcel
- 17 accesses relocated to a side road
- 6 shared access points
- 11 access points relocated to improved locations

Major intersections that are identified as full movement intersections with a potential for a traffic signal, if warranted or other traffic control measures such as a roundabout, in the future include:

- CR 726/Cooper Trail Access
- Prosper Lane/Neverlink Trail Access
- Moncrief Property Access (north)
- McCabes Lane
- Phyllis Lane
- Moncrief Property Access (south)
- CR 18/Que Qua Lane
- Cam Del Rio
- CR 38
- Rio Grande Avenue
- W. Bidwell Avenue
- 10th Street
- S. Spruce Street
- Main Street (CO 135)

Along CO 135, the ACP will reduce the number of access points from 129 to 58. This reduction in access includes the following:

- 6 public road closures
- 7 converted to right-in, right-out
- 2 converted to ¾ access (no left out)

- 8 consolidated access points to one access per parcel
- 32 accesses relocated to a side road
- 25 shared access points
- 8 access points relocated/realigned to improved locations

Major intersections that are identified as full movement intersections with a potential for a traffic signal, if warranted or other traffic control measures such as a roundabout, in the future include:

- Tomichi Avenue (US 50)
- Virginia Avenue
- Denver Avenue
- Spencer Avenue
- Colorado Avenue/Van Tuyl Circle
- Connection to CR 10/Connection to CR 13
- Riverwalk and Gunnison Gateway property/Campbell property
- CR 11/Riverwalk Drive
- Arapahoe Road/Shady Island Park access
- CR 730/Bar Ranch property
- Bar Ranch Property/Zach property
- Gunnison Ranch property (south access)
- Gunnison Ranch property (north access)
- CR 10/CR 8

Access Plan Implementation

Generally, there is no set timeframe for implementing an Access Control Plan; the pace of development within the corridor, the commitment of the local jurisdiction, and available resources will determine the schedule for implementation. The access changes and improvements recommended in the Plan can be implemented over time as new or re-development occurs, programmed roadway improvements occur, or as location-specific traffic and safety needs arise and as funding becomes available. Both public and private funds may be used. This document is a planning tool only, no design plans have been developed. The following cases will trigger construction:

1. Change in Land Use/Redevelopment by Landowner Changes Traffic Volumes: A property redevelops or changes use, resulting in an increase in traffic to and from the site of 20% or more. In most cases, per State Highway Access Code, a traffic study will evaluate the site-specific potential safety and traffic impact, and limited improvements or full implementation of the ACP may be required by CDOT at the specific access point. As part of the local agency's development review process, additional improvements compatible with the Plan may also be necessary to address traffic-related impacts created by the development. (Private Funding).

   In some cases, temporary access will be allowed until adjacent parcels develop and/or cross-parcel easement access is granted and/or a local roadway connection is constructed. During this time, if the ultimate intersection traffic control is not warranted/constructed, some turn restrictions may be required.

2. Public Funded Project by the City, County, or CDOT: If any public agency obtains local, state, or federal funding to complete improvements to a segment of the US 50 corridor or a local route. Typically, a project will be identified in a local Capital Improvement Plan (CIP) or the Statewide Transportation Improvement Program (STIP) to obtain funding. (Public Funding). This could include existing or new local

roadway connection improvements, intersection redesign, traffic control upgrades, streetscape improvements, or others.

3. Safety or Operational Need: A safety or operational issue develops that can be mitigated through the implementation of access management techniques consistent with the Access Plan. Public funding from any combination of agencies may be obtained to construct improvements. (Public Funding). This may include responding to unexpected crash patterns, changes in seasonal traffic levels, or maintenance issues.

To provide for continued commitment to the access modifications recommended by this study, it is recommended that CDOT, Gunnison County, and the City of Gunnison execute Intergovernmental Agreements (IGAs) to adopt the Plan as an ACP for these segments of US 50 and CO 135. In recognition of the plan's long-range nature and the potential for conditions to change over time, a critical element of the IGA is the definition of a process for plan modifications.

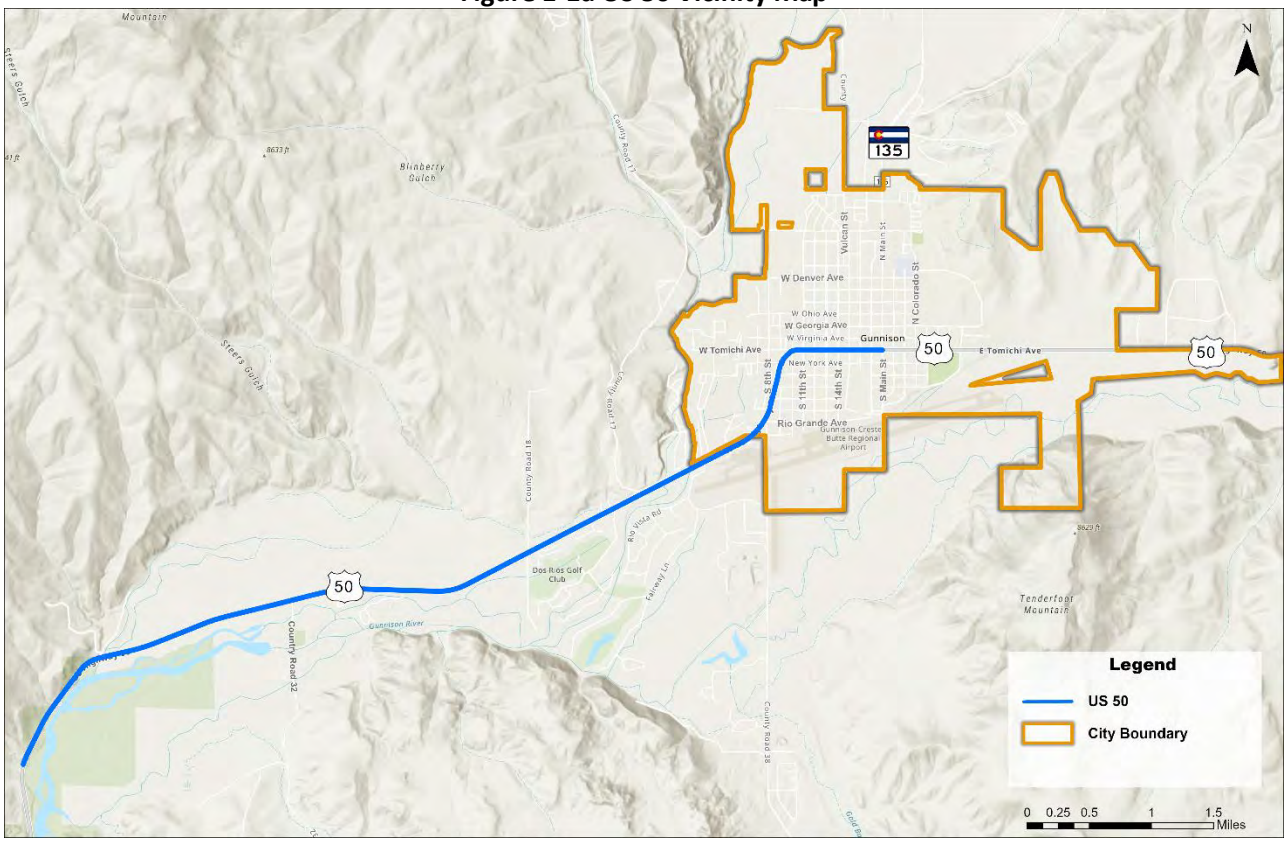
1.0 INTRODUCTION

1.1 Project Background

US 50 is a key east-west part of the National Highway System that extends through Colorado from Grand Junction and Montrose where it turns east and extends to the east coast of the US in Maryland. US 50 serves as an alternate route to I-70 for east-west travel and passes through the City of Gunnison.

Recognizing the need to be proactive in anticipation of future development along US 50, CDOT, the City of Gunnison, and Gunnison County have partnered to develop the US Highway 50 Access Control Plan (ACP). The limits of the US Highway 50 Access Study are illustrated in the Vicinity Map in Figure 1-1a and includes US 50 from County Road 726 to the Highway 135/Main Street.

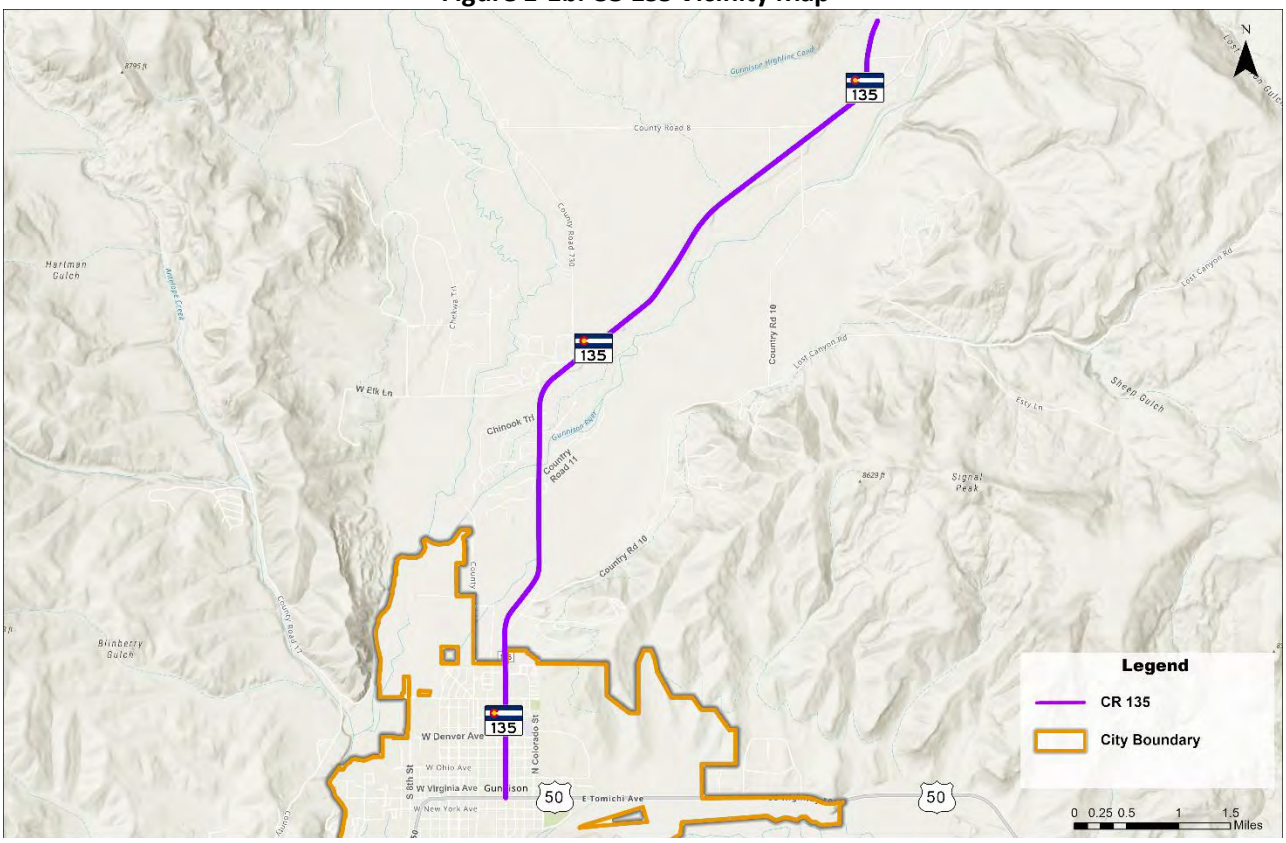
Figure 1-1a US 50 Vicinity Map



CO 135 is a key regional north/south route that starts at US 50 in the City of Gunnison and serving as the primary access route to/from Crested Butte.

Recognizing the need to be proactive in anticipation of future development along CO 135, CDOT, the City of Gunnison, and Gunnison County have partnered to develop the CO Highway 135 Access Control Plan (ACP). The limits of the CO 135 Access Study are illustrated in the Vicinity Map in Figure 1-1b and includes CO 135 from US 50 to the County Route 8.

Figure 1-1b. CO 135 Vicinity Map



Access management seeks to preserve the traffic carrying capacity and operational safety along State roadways by reducing the number of signals, driveways, and points of conflict, as well as balance vehicle traffic flow with multimodal accessibility and safety. The purpose of this study is to examine potential development and growth that would access US 50 and CO 135 in the study area, as well as the transportation and safety needs for the local community and traveling public. The goals for the project are as follows:

- Reduce crash risk along US 50 by planning and defining future access locations and improvements that provide a) effective and efficient through travel and b) sufficient highway access to adjacent parcels of land.
- Develop a plan that is supported by all involved entities and can be implemented in phases.
- Support economic viability of parcels in the study area.
- Support local planning efforts.
- Lay the foundation for Intergovernmental Agreements (IGAs) for the plan.

This report summarizes the study process, analyses, findings, and recommendations for access modifications within the US 50 corridor.

1.2 Project Coordination

The study areas of US 50 and CO 135 are in Gunnison County, with the eastern portion of US 50 and the southern portion of CO 135 within the City of Gunnison. Operations and maintenance of US 50 are managed by CDOT – Region 3. Gunnison County has jurisdiction over all the lands adjacent to US 50 and CO 135 outside of the City of Gunnison, with the City having jurisdiction over adjacent parcels within its

limits. This study is a partnership between CDOT, Gunnison County, and the City of Gunnison.

The project team for development of the project consisted of representatives from CDOT – Region 3 Traffic and Safety Unit, staff from Gunnison County, and the City of Gunnison.

1.3 Public Involvement

Input from corridor stakeholders, including property owners, tenants, and the general public was a critical element of the project. Multiple techniques were used to engage stakeholders, including advertised public open houses, one-on-one meetings/phone calls with interested stakeholders, public presentations with the Gunnison County Board of County Commissioners and Gunnison City Council, and project information posted on the county and city websites and Gunnison County Times.

Open Houses – One advertised project-specific public open house was held at the Gunnison County Courthouse to present and discuss the recommended draft ACP, review access management principles and techniques, and gather public input on the draft plan. The meeting was held in the afternoon and again in the evening of October 16, 2024. All property owners abutting the corridor, the general public, local government representatives, and other interested individuals were invited to the open house. Postcards were mailed to 266 property owners. Invitations were also posted on City and County social media sites along with a legal public notice posted in Gunnison Country Times.

The same exhibits shown at the open house were also available for review on the County and City website. Representatives from CDOT, the County, the City, and the consultant team were available for questions and discussion at the open house. Thirty-five stakeholders signed in at the open house.

One on One Meetings – Following the open house, the project team held a series of one-on-one meetings with corridor property owners. Face-to-face meetings were held at the Gunnison County Courthouse on November 5 and 6, 2024 and via Zoom on December 4, 2024. One-on-one meetings were arranged directly with property owners affected by the plan, typically those that were unable to attend the open house. There were ten interested parties that participated in the one-on-one meetings, including property owners and business representatives. CDOT, County, and City representatives participated in each of these meetings.

Public comments were accepted at the open house with paper forms and the option to mail them to the project team at a later date. An email address for submitting comments was provided on the public meeting announcements and websites. Six comments were received through either the paper or the digital options. A list of one-on-one meeting participants, comment sheets, and open house sign-in sheets can be found in Appendix A.

Interactive Mapping Application – An interactive mapping application was developed to allow people to see key data on traffic, safety, and access conditions in the corridor. The application is located at: Gunnison Citywide Safe Streets Project. The application illustrates the study area, existing land use, pedestrian/bicycle/transit infrastructure, ridership, lighting locations, crash data, traffic/bike/pedestrian volumes, existing level of service, parking regulations and speed data.

Elected Officials – The project team updated and engaged the Gunnison Board of County Commissioners and City Council on project progress and development on August 27, 2024. All of these meetings were open to the public. Final presentations to the BOCC and City Council for plan adoption are anticipated at their regularly scheduled meetings of March 11, 2025 and April 22, 2025, respectively.

2.0 ACCESS MANAGEMENT – BENEFITS, PRINCIPLES & TECHNIQUES

The Transportation Research Board (TRB), *Access Management Manual, Second Edition 2014*, defined access management as "the coordinated planning, regulation, and design of access between roadways and land development. It involves the systematic control of the location, spacing, design, and operation of driveways, median openings, interchanges, and street connections to a roadway." The *State of Colorado - State Highway Access Code, March 2002 Amendment* (*SHAC*) described the access management rules and process that CDOT follows for Colorado state highways. Per Section 2.12 of the *SHAC*, CDOT or a local authority may develop an ACP for a segment of highway that defines access locations, level of access, and traffic control for future conditions.

An ACP functions as a blueprint for coordinated planning of access points along a segment of highway. Rather than examining each individual access point as it is proposed, the ACP allows specification of optimal locations and configuration of access points, to provide safer and more efficient operating conditions. Corridor factors such as land use, planned developments and road improvements, intersection spacing, circulation, topography, alternative access opportunities, and local planning documents may be considered in developing an ACP.

An ACP is not an all-encompassing document that defines access requirements. An ACP does not address capacity improvements, funding sources, or off-network improvements, although local governments often consider off-network improvements for their communities in conjunction with an ACP. The ACP is a long-range planning document that identifies access locations and any restricted movements that will be implemented as land is developed and access to state highways is requested. ACPs for State Highways are adopted by CDOT and the local authorities through an IGA.

The State Highway System consists of facilities with varying degrees of access control:

- Fully Controlled Facilities (freeways): Access permitted only via interchanges where there is no direct access from private driveways or at-grade intersections. Median breaks are permitted for emergency vehicle use only.
- Partially Controlled Facilities: Access permitted via public roads; at-grade intersections and selected interchanges may be considered.
- Uncontrolled Facilities: No control of access.

2.1 Access Management Benefits

Access management is implemented to improve vehicular and pedestrian safety, reduce travel time, increase mobility, and improve traffic carrying capacity and operations. Access management helps balance flow of through traffic with local access needs of businesses and residents. The safety characteristics of any highway are related to the driver's expectation of hazards and points of conflict that may arise. By reducing the number of driveways and other points of potential conflict, driver expectations, and therefore attention, can be focused on navigating the roadway. In addition to human costs, accidents have economic costs such as medical bills, property damage, and loss of productive work hours (including increased travel time). Nationwide, costs attributed to accidents add up to billions of dollars annually.

Implementation of access management principles and techniques on State and local transportation networks can provide the following long-term benefits for highway users, communities, and businesses:

- Improves safety
  - Fewer decision and conflict points result in a reduced number of crashes.
  - Safe access to parcels is provided with less stress for turning motorists.
- Increases ability to accommodate traffic demands
  - Limiting full movement access within a corridor results in less turn movement friction, and smoother through movement traffic flow.
  - Smoother traffic flow results in less congestion, lower delays, and lower travel times.
  - Controlling highway access is a cost-effective means of maintaining and improving the traffic carrying capacity of an existing highway.
  - Fewer stops and starts produced lower air pollutants and reduces fuel consumption.
- Preserves property values and the economic viability of abutting development
  - A safer and better operating corridor is more attractive to developers.
  - Facilitates orderly and rational land development patterns. Strategically locating access points promotes concentrated development patterns which can reduce costs for providing public services.
  - A safer and efficient corridor attracts customers to corridor businesses.
- Encourages use and development of local streets
  - Access to side streets allows local traffic to access parcels without using the highway, thereby reducing traffic, and turning movement along the corridor.

2.2 Guiding Principles

The following guiding principles to access management were applied in the development of this plan:

- Locate major intersections (potential signals or roundabouts) to facilitate efficient through movements at appropriate spacing.
- Consolidate and reduce public streets, private driveways, and business access points.
- Minimize locations on the corridor where vehicles merge, split, or cross.
- Remove turning vehicles from through traffic lanes.
- Provide a supporting and connected local street network and circulation system.

To evaluate the spacing between major intersections, operations, and configurations of the functional intersection area, both upstream and downstream of the intersection was examined (Figure 2-1). According to “A Policy on Geometric Design of Highways and Streets, 2011” by the American Association of State Highway and Transportation Officials (AASHTO) and the “Access Management Manual, Second Edition 2014”, by TRB, state access points should be separated at least by a distance equal to the functional area of the intersection.

The upstream distance is equal to the storage length plus deceleration and taper length, plus the perception-reaction distance required for the operating speed. The downstream distance is measured using the acceleration length – providing acceleration length that allows vehicles to accelerate to normal cruising speed.

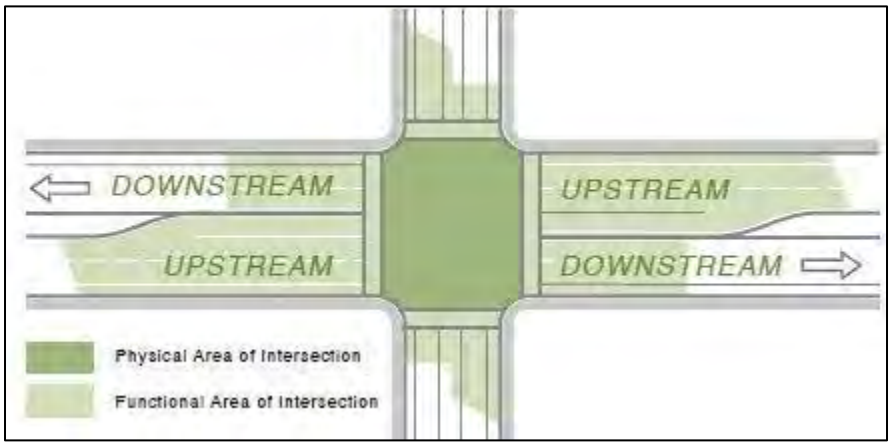


Figure 2-1. Functional Intersection Area

Source: Federal Highway Administration (FHWA) Access Management in the Vicinity of Intersections Technical Summary

2.3 Techniques

Several access management techniques (some are illustrated on the following pages) may be used to achieve the principles outlined above and to realize the benefits of access management along US 50.

Principle: Limit the number of direct access points to major roadways

Technique: Consolidate Access

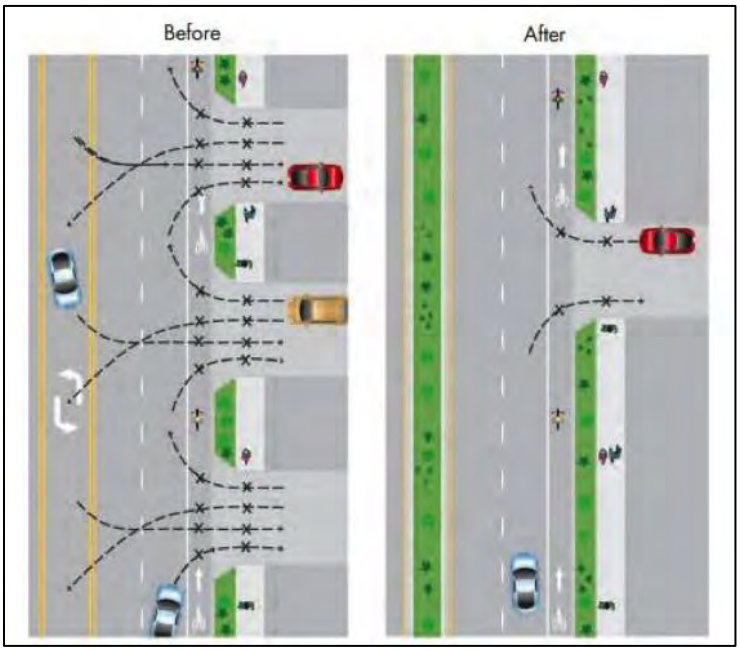


Figure 2-2. Consolidate Access

Source: Bicycle Safety Guide and Countermeasure Selection System

Consolidate access points by:

- *Minimizing the number of access points that serve a single parcel*
- *Reducing the number of frontage road access points to the main highway*
- *Providing shared access for multiple properties at or near a property line*
- *Constructing a median to reduce the number of turning movements*

Technique: Connect Adjacent Properties

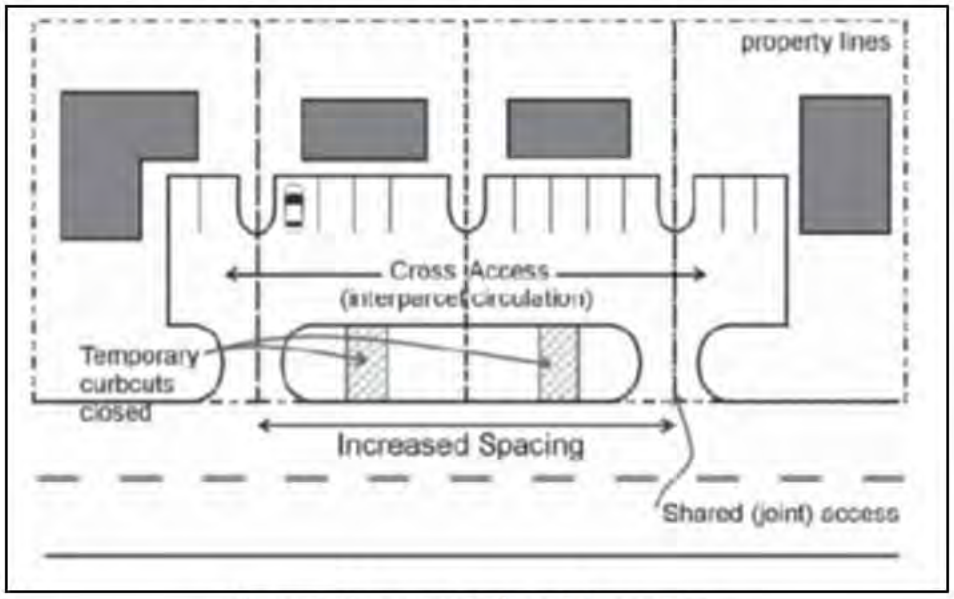


Figure 2-3. Connect Adjacent Properties

Source: Development Code, Manhattan KS

Provide cross-parcel access between adjacent properties to reduce the number of needed access points to the highway.

Technique: Define Driveways

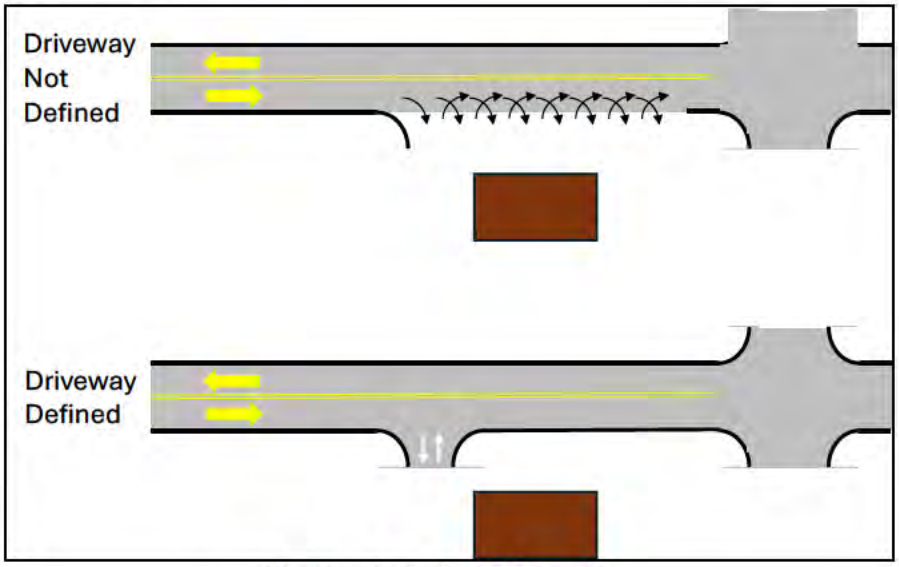


Figure 2-4. Define Driveways

Define driveways to provide clear identification of entrance and exit locations to reduce potential conflict points and improve safety.

Principle: Minimize the number of locations where vehicles merge, split, or cross

Technique: Install medians and/or channelization Islands

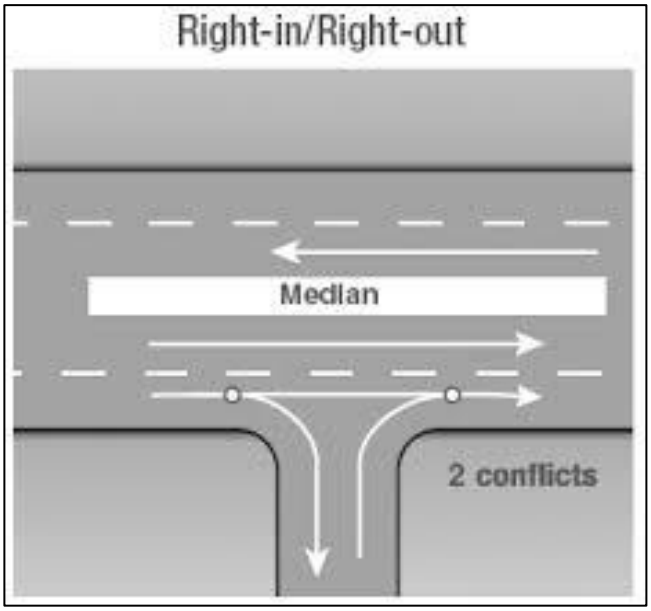


Figure 2-5. Prohibit Left Turns Out

Source: INDOT Access Management Guide – Revised Sept 2009

Limited access movements to right-in/right-out with raised median eliminates left turn movements between major intersections, reducing friction and conflict points. Right-in/right-out with channelizing island eliminates left turn movements at specific locations, eliminating conflict points.

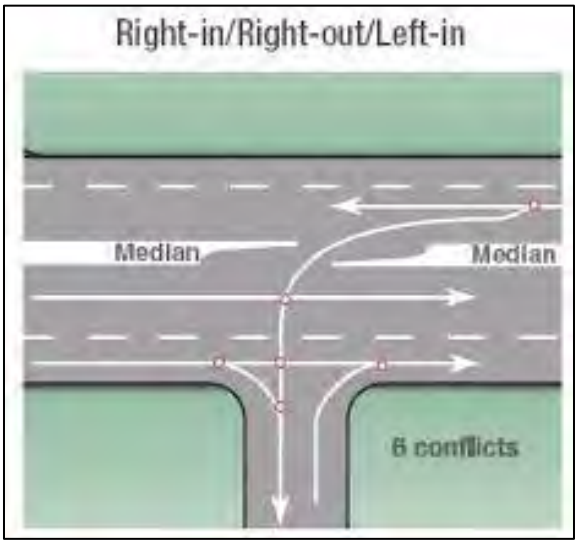


Figure 2-6. Medians and Right-in/Right-out

Source: INDOT Access Management Guide – Revised Sept 2009

Directional median opening or a ¾ movement limits left turn movements to one direction at strategic locations to reduce conflict points and friction.

Principle: Provide a supporting and connected local street network and circulation system

Technique: Provide Cross Street Access

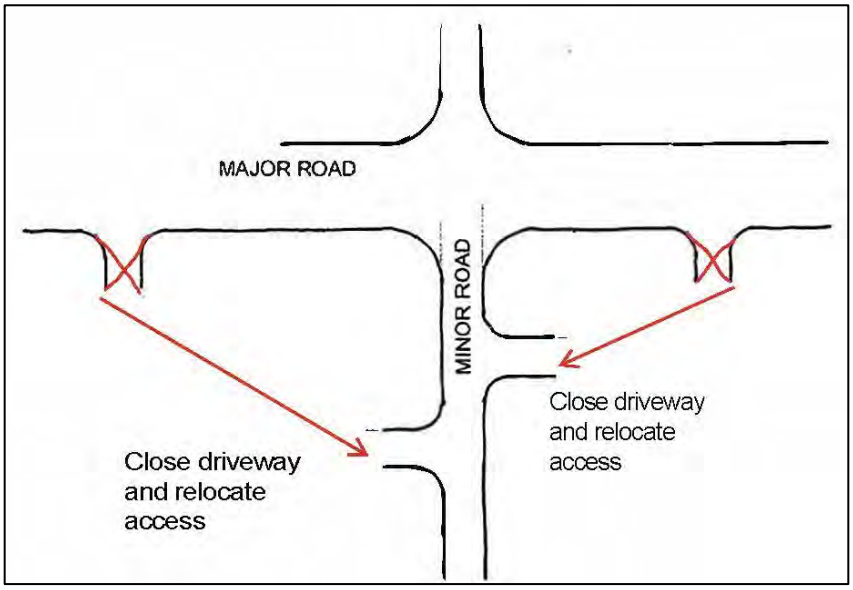


Figure 2-7. Provide Cross Street Access

Relocate access to a side street to:

- *Reduce the number of access points to the major road.*
- *Reduce friction on the major roadway and reduce conflicts with the side street intersection.*
- *Helps keep traffic off the main corridor as a side street traffic may enable local access to a parcel without using the main corridor.*

3.0 EXISTING CONDITIONS

3.1 Land Use Characteristics

US 50: The study area encompasses 6.17 miles of US 50, with approximately 4.47 miles in Gunnison County and approximately 1.7 miles within the City of Gunnison. Land use adjacent to the Gunnison County portion is primarily agricultural, federally owned, and rural residential with mid to large size parcels. Within the City of Gunnison, development becomes a denser mix of commercial, retail, lodging and residential, with zoning being "Commercial."

The Gunnison River runs along the south side of US 50 west of the City boundary, at a distance of 250 feet to ½ mile from the highway.

CO 135: The study area encompasses approximately 6.1 miles of CO 135 in Gunnison County, Colorado, including approximately 1.0 miles within the City of Gunnison. Land use adjacent to the Gunnison County portion is agricultural and rural residential with mid to large size parcels. Within the City of Gunnison, development becomes a denser mix of commercial, retail, lodging and residential, with zoning being "Commercial" and "Professional Business."

3.2 Roadway Characteristics

This section of US 50 (officially designated Route 050A) is classified at Principal Arterial – Other from the west to MP 154. East of there, it is classified as Principal Arterial – Freeways and Expressways. It is a Mainline of the National Highway System. It is also designated a National Truck Route.

The posted speed limit along US 50 starts at 65 mph at the west end before lowering to 55 mph at MP 152.9 and 50 mph at MP 154.2. As US 50 approaches the City of Gunnison, the speed limit lowers to 45 at MP 155.341 and 35 mph at MP 156.3.

The study area corridor consists of one 12-foot lane per direction from the west to just inside the City of Gunnison line, where it widens to two 12-foot lanes per direction. There are no median or auxiliary lanes in the Gunnison County portion. A center two-way left turn lane, which is striped as exclusive left turn lanes at key intersections, exists within most of the City of Gunnison. Shoulders are present in the Gunnison County Section, varying from two to eight feet wide. Within the City of Gunnison, some portions have no shoulders, while sections in the Central Business District provide eight-foot parking aisles and sidewalks on both sides of the road. The study corridor is relatively flat with several horizontal curves.

There are currently 3 signalized intersections in the study area:

- US 50 and New York Avenue
- US 50 and Spruce Street
- US 50 and CO 135

This section of CO 135 has an Access Control classification of NR-B: Non-Rural Arterial and a functional classification of Minor Arterial. The posted speed limit starts at 25 mph, increasing to 30 mph at Ohio Avenue, 40 mph around milepost 0.6, and 55 mph at milepost 1.0.

The study area corridor consists of two 12-foot lanes per direction from US 50, narrowing to one 12-foot

lane per direction at County Route 10. A 14-foot painted median starts just north of US 50 before ending at County Route 10a. Exclusive left turn lanes exist at E. Virginia Avenue and E. Georgia Avenue. North of there, a center two-way left turn lane exists to north of CR 10. Curbing exists on both sides of the road up to north of W. Denver Avenue, before transitioning to shoulders of varying widths through the rest of the study area. Parking and sidewalks exist on both sides of the road to W. Denver Avenue. The study corridor is relatively flat with several horizontal curves north of the City of Gunnison.

There are currently 4 signalized intersections in the study area:

- US 50 and CO 135
- CO 135 and W. Virginia Avenue
- CO 135 and W. Denver Avenue
- CO 135 and Spencer Avenue

3.3 Right-of-Way

US 50 and CO 135 are located inside public right-of-way (ROW). Additional ownership research and documentation will be required for future public projects in this area.

3.4 Access Category

Section 2.2 of the *SHAC* establishes eight highway categories for the purpose of defining the allowable access for a highway segment based on the intended function of that segment. The Colorado Transportation Commission assigns a category to each state highway segment throughout Colorado. Within the study limits, US 50 is categorized as a Regional Highway (R-A) throughout a majority of the corridor, but within the City of Gunnison is categorized as a Non-Rural Arterial (NR-B). Within the study limits, CO 135 has an Access Control classification of NR-B: Non-Rural Arterial.

According to Section 3.8 of the *SHAC*, the major access control characteristics of a highway segment for Category R-A are as follows:

- Capacity for medium to high speed and relatively medium to high traffic volumes, and long distances in an efficient and safe manner;
- Direct access to parcels is subordinate to through traffic movements;
- One access shall be granted per parcel of land if reasonable access cannot be obtained from the local street or road system;
- One-half mile spacing for full movement intersections or minimum 35% efficiency for signal progression. Access location shall also consider topography, established property ownerships, unique physical locations, or other constraints that prohibit achieving one-half mile spacing;
- If a restrictive median exists, left turns at unsignalized intersections should be restricted, unless restriction would cause safety/operational issues or causes an out-of-direction movement greater than 1 mile. If a traversable median exists, left turns will be permitted unless an operational or safety problem is identified.

According to Section 3.11 of the *SHAC*, the major access control characteristics of a highway segment for Category NR-B are as follows:

- Capacity for medium to high speed and low traffic volumes;
- Reasonable balance between safety, direct access, and mobility needs;

- One access shall be granted per parcel of land unless that access would create a significant safety or operational problem, or the access does not meet acceptable design standards;
- Turning movements shall not be restricted if the access meets sight distance requirements, auxiliary lane requirements are met, no restrictive median is present, and if 20-year projections indicate that the intersection volumes would be less than 75% of those required for MUTCD traffic signal volumes warrants. Left and right turn movement may be restricted if any movements create significant roadway congestion or safety problems or hazards.
- Additional access may be granted if the size or trip generation potential of the parcel requires additional access to maintain good traffic operations.
- Recommended spacing of intersection public ways and other significant accesses that will be full movement is one-half mile.
- If the access has the potential to meet MUTCD signal warrants, the location should meet signal spacing and location requirements.

3.5 Existing Access Inventory

US 50: There are currently 141 existing access points along US 50 within the study area. There are 3 existing signalized intersections along the corridor. The remaining access points are unsignalized full movements apart from 1 right-in right-out movement. Direct access points are located approximately evenly on each side of the highway throughout the corridor.

Access points along the corridor consist of signalized intersections, unsignalized intersections, frontage road access, residential access, business access, field access, and utility access.

The access point types are distributed as follows:

- Signalized intersection access points
- 80 Unsignalized public road intersection access points
- 37 private residential or field access points
- 21 business access points

All access points are defined by the approximate mile post (MP) along US 50 based on the CDOT Highway Segment Description MP for all major intersections along the corridor. All access points are located at the approximate centerline of the access (+/- 50 feet). A complete inventory of existing access points is included in Appendix B.

CO 135: There are currently 129 existing access points along CO 135 within the study area. There are 4 existing signalized intersections along the corridor. The remaining access points are unsignalized full movements apart from 1 right-in right-out movement. Direct access points are located approximately evenly on each side of the highway throughout the corridor.

Access points along the corridor consist of signalized intersections, unsignalized intersections, frontage road access, residential access, business access, field access, and utility access.

The access point types are distributed as follows:

- Signalized intersection access points
- 25 Unsignalized public road intersection access points
- 70 Private Drive access points
- 22 Business access points

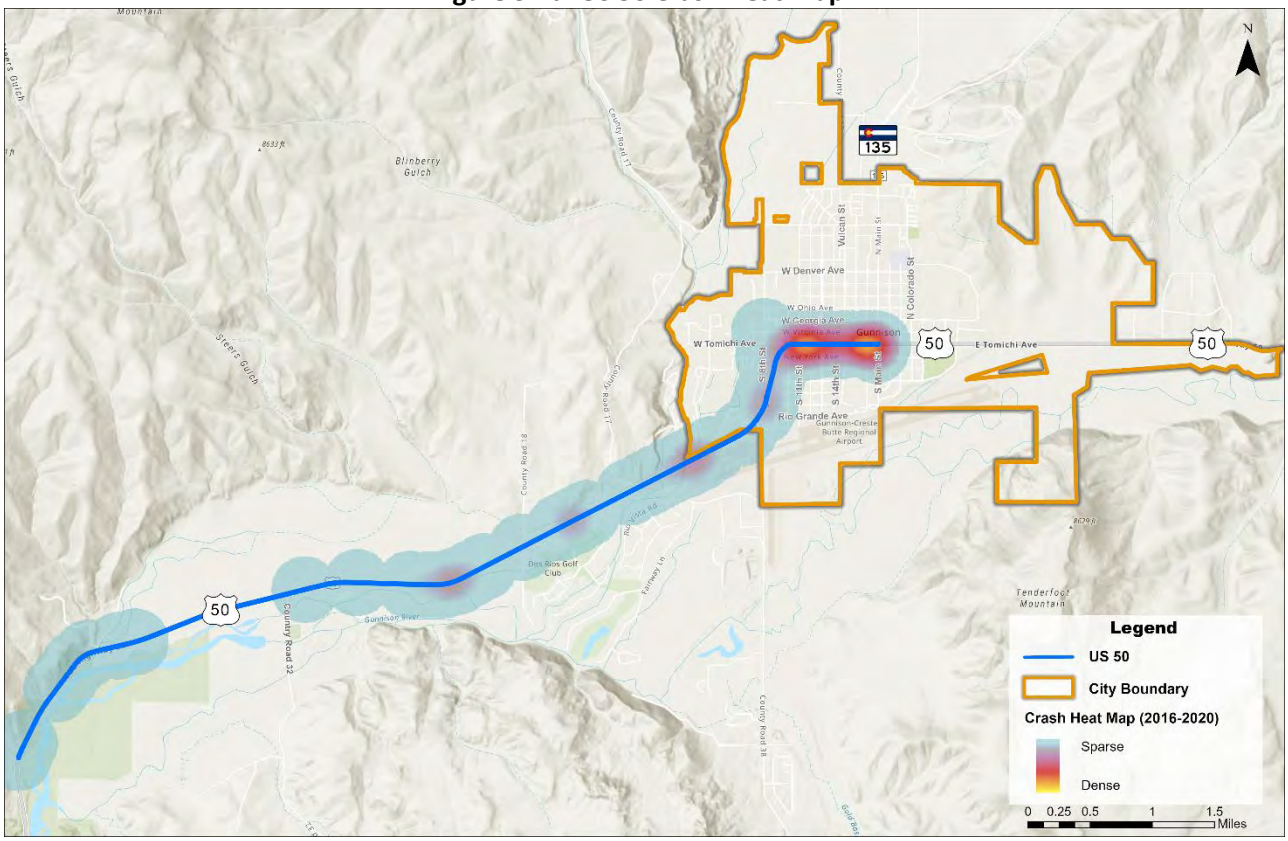
Some of the existing access points listed above are field accesses.

All access points are defined by the approximate mile post (MP) along CO 135 based on the CDOT Highway Segment Description MP for all major intersections along the corridor. All access points are located at the approximate centerline of the access (+/- 50 feet). A complete inventory of existing access points is included in Appendix B.

3.6 Crash History

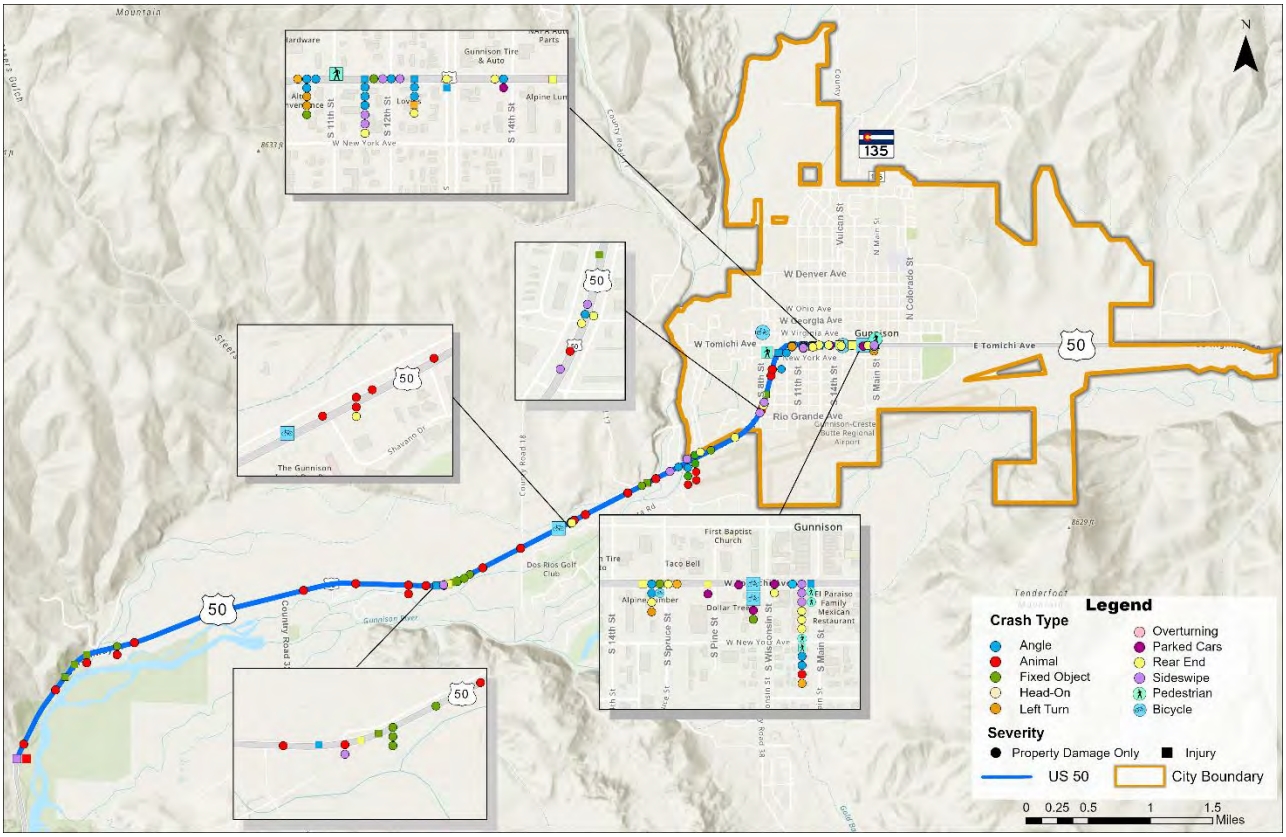
US 50: A safety analysis was conducted along the study area using available crash data from January 1, 2016 through December 31, 2020. Within the 5-year period, a total of 139 crashes were reported along the corridor. Figure 3-1a below shows the frequency of crashes by milepost along the corridor.

Figure 3-1a. US 50 Crash Heat Map



There were no fatalities and 25 injury crashes along the study segment of US 50. The highest number of crashes occurred in the Central Business District area of the City of Gunnison – from CO 135 to the west. Access points are spaced closer together and pedestrian activity is higher. The most common crash types in the study area are broadside, followed closely by wild animal and rear end crashes. Figure 3-2a below shows the types of crashes by milepost along the corridor.

Figure 3-2. US 50 Crash Type Map



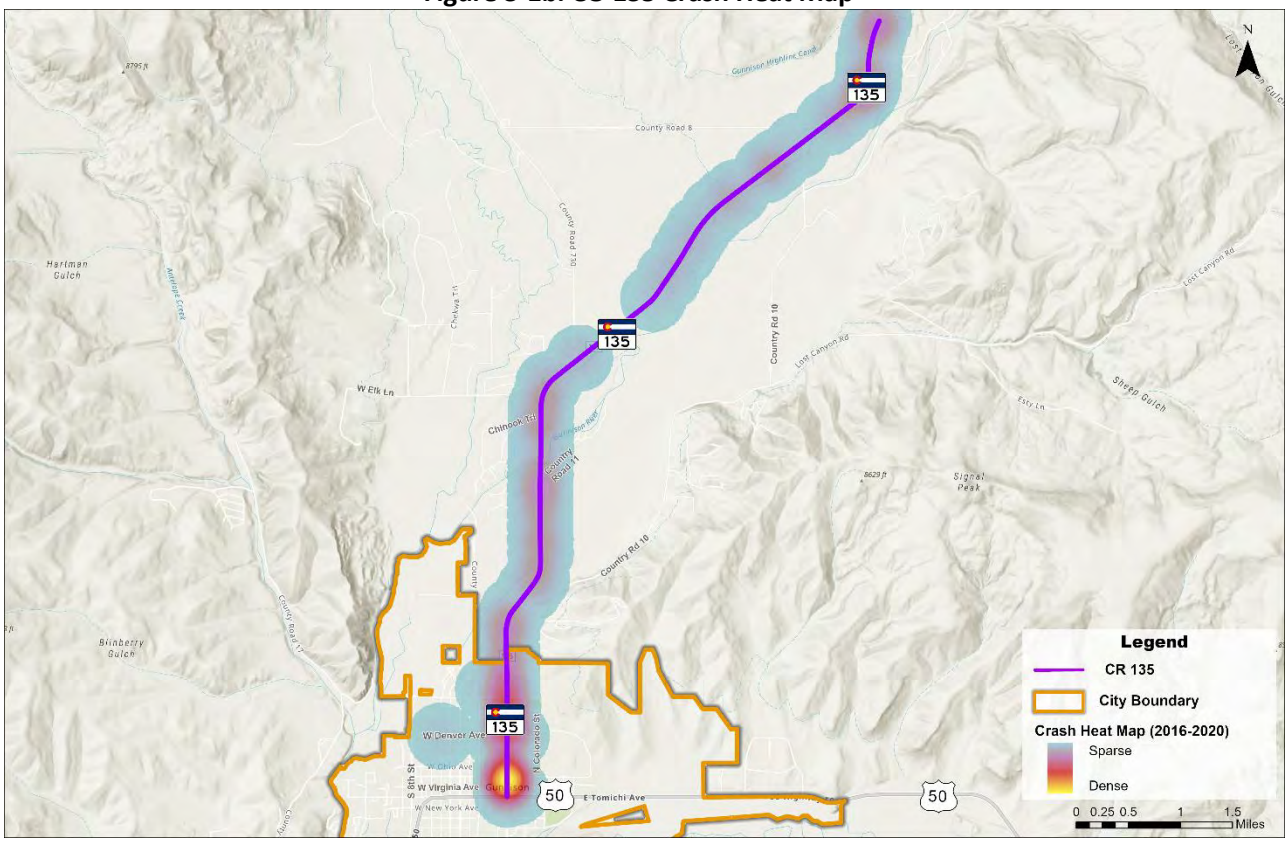
Crash patterns near access points along the corridor were examined to identify any access points that should or should not be closed due to safety concerns. The following locations along the corridor had 4 or more intersection-related crashes and pose a concern to safety:

Highway	MP	Street	Access #	# of Crashes	Access Type	ACP Decision
US 50	156.87	10th Street	81 & 83	5	Full	No change/possible roundabout
US 50	156.94	11th Street	90 & 91	6	Full	No change
US 50	157.00	12th Street	98 & 99	5	Full	No change
US 50	157.18	Spruce Street	121 & 122	4	Full	No change
US 50	157.39	Main Street/CO 135	131 & 132	11	Full	No change/potential closure of south leg

Over the 5-year period, none of the public street roads had more than 3 crashes, other than the locations listed above.

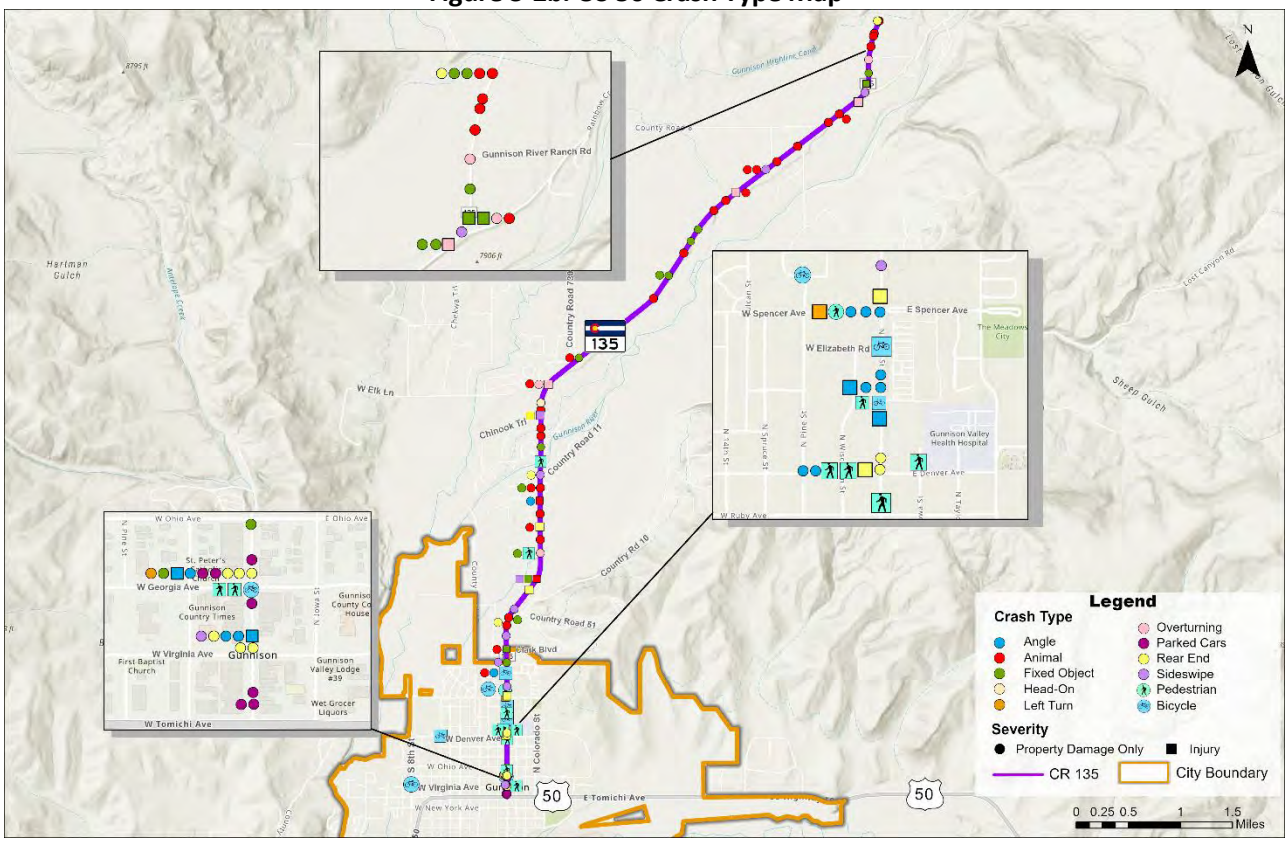
CO 135: A safety analysis was conducted along the study area using available crash data from January 1, 2016 through December 31, 2020. Within the 5-year period, a total of 119 crashes were reported along the corridor. Figure 3-1b below shows the frequency of crashes by milepost along the corridor

Figure 3-1b. CO 135 Crash Heat Map



There were no fatalities and 25 injury crashes. The highest number of crashes occurred in the Central Business District area of the City of Gunnison – from CR 135 to the west. Access points are spaced closer together and pedestrian activity is higher. The most common crash types in the study area are broadside, followed closely by wild animal and rear end crashes. Figure 3-1b below shows the types of accidents by milepost along the corridor.

Figure 3-2b. US 50 Crash Type Map



Crash patterns near access points along the corridor were examined to identify any access points that should or should not be closed due to safety concerns. The following locations along the corridor had 4 or more intersection-related crashes and pose a concern to safety:

Highway	MP	Street	Access #	# of Crashes	Access Type	ACP Decision
CO 135	0.08	Virginia Avenue	#137 & #138	5	Full	No change
CO 135	0.15	Georgia Avenue	#139 & #140	5	Full	No change
CO 135	0.74	Denver Avenue	#155 & #156	5	Full	No change

Over the 5-year period, none of the public street roads had more than 3 crashes, other than the locations listed above.

4.0 ACCESS PLAN DEVELOPMENT PROCESS

Using existing physical and operational characteristics of US 50, mapping, traffic volumes, new development locations, safety concerns, street hierarchy/ local roadway circulation and improvements, and access management needs, input from the participating agencies and the public, and guidance from the *SHAC*, an ACP was developed. This Plan considers access points in logical groupings, plus circulation opportunities via the existing local street system.

The Access Plan was developed using the following process:

1) Field Review of the Corridor

The project sponsors walked (in the City) and drove (in the County) portions of the corridor to become familiar with existing access controls, safety and operational issues, and land uses. Representatives from engineering, maintenance, planning, and police attended.

2) Project Work Sessions

The project sponsors met several times to evaluate access needs at a location-by-location basis, using roll plans, aerial imagery, and local knowledge. The existing inventory of access points was reviewed with existing parcel and ownership information. This review determined which parcels adjacent to US 50 and CO 135 lacked access to the highway, which parcels relied on the frontage road to access the highway, which parcels had multiple accesses to consider for consolidation, and which parcels had access or potential access to an existing or proposed local road.

3) Development of the Access Plan

The recommendations were developed assuming future land use changes and by applying access management principles and techniques discussed in Section 2. The major full movement intersections were located based on traffic projections, County and City planning documents, and anticipated growth patterns. Access for each parcel between major intersections was either limited to one access per ownership or provided via a local road. Shared access between parcels was developed wherever feasible.

4) Refine the Access Plan

A draft ACP was presented to an internal review team consisting of CDOT, County, and City staff. Based on comments received from the team, the draft plans were refined and presented at the public open house. Public comments were reviewed and the Plan modified, as appropriate. Improvements that are considered cost prohibitive, have unmanageable physical constraints, have significant traffic operational deficiencies, are inconsistent with overall community expectations, or don't appear to provide a reasonable level of access were revised in the Plan. In some cases, access conditions were defined to allow phased implementation of long-term solutions.

5.0 ACCESS PLAN RECOMMENDATIONS

This section presents details of the recommended Access Control Plan for US 50 and CO 135 in Gunnison County and City of Gunnison. The Plan has been developed in conjunction with CDOT, Gunnison County, City of Gunnison, and the public. After evaluating the existing access conditions and potential future access needs, the Plan defines the configuration and traffic control for each access, as well as recommended access closures and parcel cross connection points. Key full movement intersections with likely auxiliary lanes were identified. The *SHAC* was followed in determining locations of and spacing between major intersections, including a maximum "out of direction" travel of one-half mile in each direction.

Where feasible, highway access was reduced to one location per parcel and shared with adjacent properties. The functional intersection areas were kept clear of any other access points, where possible. Where safe, feasible, and so not to cause congestion, access was provided to the local street system instead of the main highway. Within the City of Gunnison, the Plan limits full movement access to major intersections and either closes or restricts the movement at all other access points to either right-in, right-out or ¾ - movement access. Traffic control measures that may be used to achieve long-range proposed conditions include raised medians, channelizing islands at limited access points, signage, and striping.

The following section summarizes the key features of the Plan, by plan sheet. The sheets, starting on page 17, provide a graphical illustration of the Plan. A detailed explanation of each access in the study area, by MP, is presented in the ACP Table, Appendix E. Milepost designations are approximate. The IGA is located in Appendix F.

Access Plan

US 50: Key Plan recommendations are summarized on the following pages and illustrated in the plan sheets starting on page 22. Auxiliary lanes shall be provided at major intersections identified in the Plan as prescribed by the *SHAC*. Traffic control will be evaluated on a case-by-case basis as future conditions warrant. Potential traffic control may include stop signs, traffic signals, roundabouts, interchanges, or other traffic control recognized by the Manual on Uniform Traffic Control Devices (MUTCD).

The ACP will reduce the number of access points from 141 to 70. This reduction in access includes *the following:*

- *10 public* road closures (connections to Frontage Roads)
- 25 field access closures
- 8 consolidated access points to one access per parcel
- 17 accesses relocated to a side road
- 6 shared access points
- 11 access points relocated to improved locations

Access #1 to Access #8 (ACP Map Page 2 of 11)
This sheet includes access #1 to #8. CR 726 and Cooper Ranch Trail Access should be aligned with each other to form a full movement intersection and reduce the existing skew, with future consideration for signalization. Phelps Lane and Prosper Lane should be combined into one shared access point and aligned with the Neversink Trail Access. Access #6 and #8 should be closed and cross access should be sought with the Moncrieff Parcel (#37870700091) to the east. Access #7 should also be closed to provide only one access point to this parcel.

Access #8 to Access #24 (ACP Map Page 3 of 11)
Field access #10 should be aligned with access #9 to form a full movement intersection. Access #11, #13, #16 and #17 should be closed, with side street access provided to McCabe's Lane instead. Access #12, #14 and #18 should be closed and consolidated at a new shared access point #18R, aligned opposite McCabe's Lane to form a full movement intersection. Access #19, #21 (Phyllis Lane) and #22 should be closed and consolidated into a new shared access located west of the existing Phyllis Lane. Access #20 and #24 should be closed and a new consolidated access #24R should be added opposite Access #23 to make a full movement intersection.

Access #24 to Shavano Drive (ACP Map Page 4 of 11)
Access #26, #27 and #30 (North Frontage Road) should be closed and consolidated at a new access #30R, located opposite Access #29 to make a full movement intersection. Access #25 and #26 should be closed and cross-access points provided to Access #29. Two future local road connections to the North Frontage Road are indicated. Access #31, #32 and #33 should be closed and cross access connections provided to Access #33 (Que Qua Lane). Access #37 (CR 18) should be realigned to eliminate the existing skew and form a full movement intersection (Access #37R). The frontage road should be realigned on the north side to provide distance from US 50. Access #34 should be closed. Access #38 should be closed as side street access is provided to Que Qua Lane. Access #39 and #40 should be made right-in, right-out. Access #41 and #42 should be closed, with access provided by Access #40. Access #50 should be realigned to Access #50R to eliminate the skew. Access #51 should be closed.

Shavano Drive to Thornton Way (ACP Map Page 5 of 11)
Access #43 (Shavano Drive), #44 and #45 should be made right-in, right-out. Access #48 should be closed, with access provided by Access #46. Access #47 should be closed. Access #49 should be made a ¾ access.

Thornton Way to CO 135 (ACP Map Page 6 of 11)
There are 82 existing access points on this sheet alone as it covers most of the portion of US 50 in the City of Gunnison. The western section turns and runs almost north/south to W. Tomichi Avenue. Both north and south frontage roads exist on the western end. At the US 50 intersection with Rio Grande Avenue, the Access #54 to the North Frontage Road is proposed to be modified to be right-in, right-out only. The North Frontage Road would be closed between Rio Grande Avenue and S. Reed Street. Access #57 to Rio Grande Avenue would remain open, as would the South Frontage Road, although the portion leading to the west/south from Rio Grande Avenue is proposed to be made one-way southbound. The W. Bidwell approach to US 50 (Access #65) is proposed to be closed, with the South Frontage Road remaining full movement. The future east leg of W. Bidwell will remain a full movement intersection to serve new development in west Gunnison. The S. Reed Street approach is planned to remain full movement, but the North Frontage Road would be closed on both sides. Development that currently has access to the North Frontage Road would either have access via S. Reed Street to a new proposed right-in-right out access #64R. Access #69 and #72 – W. Gunnison Avenue are both proposed to be closed, with both Frontage Roads remaining full movement. The existing signal at W. New York Avenue would be removed and Access #76 and #77 would be converted to right-in, right-out.

US 50 curves back to an east-west alignment at this point. The two ramps to/from W. Tomichi Avenue to the west (Access #79 and #80) would be closed. W. Tomichi Avenue would be realigned to form a "T" intersection as Access #79R and possibly become a roundabout. Along this stretch of US 50 to CO 135, all roads and alleys are proposed to remain full movement with a recommendation to convert the alleys to one-way away from US 50. Access to parcels that have more than one access, shared access possibilities,

or access to side streets are proposed to be closed. That includes Access #84, #85, #88, #89, #93, #95, #96, #97, #100, #103, #104, #107, #110, #111, #114, #115, #118, #119, #120, #123, and #130.

CO 135: The ACP will reduce the number of access points from 129 to 58. This reduction in access includes the following:

- 6 public road closures
- 7 converted to right-in, right-out
- 2 converted to ¾ access (no left out)
- 8 consolidated access points to one access per parcel
- 32 accesses relocated to a side road
- 25 shared access points
- 8 access points relocated/realigned to improved locations

US 50 to Virginia Avenue (ACP Map Page 6 of 11)
No changes are proposed in this section.

Virginia Avenue to Access #184 (ACP Map Page 7 of 11)
This section has alleys running behind parcels on both the east and west sides up until just north of Denver Avenue. Access points #144, #147, #148, #149, #152, #153, #154, #157, #158 to be closed with rear access provided to alleys. Between Denver Avenue and Elizabeth Avenue, Wisconsin Street provides direct rear access to parcels. Access points #159, #160, #162, #163, #164, #165, #166, #167 and #168 to be closed. Access #161 to City Market and #169 – Elizabeth Avenue will be converted to ¾ access, with left turns out prohibited. Shared access and multiple parcel access points allow closure of access points #172, #173, #176, #180b, #181, #183, #183a, #183b and #184. Access points #177, #178, and #182 will be converted to right-in, right-out.

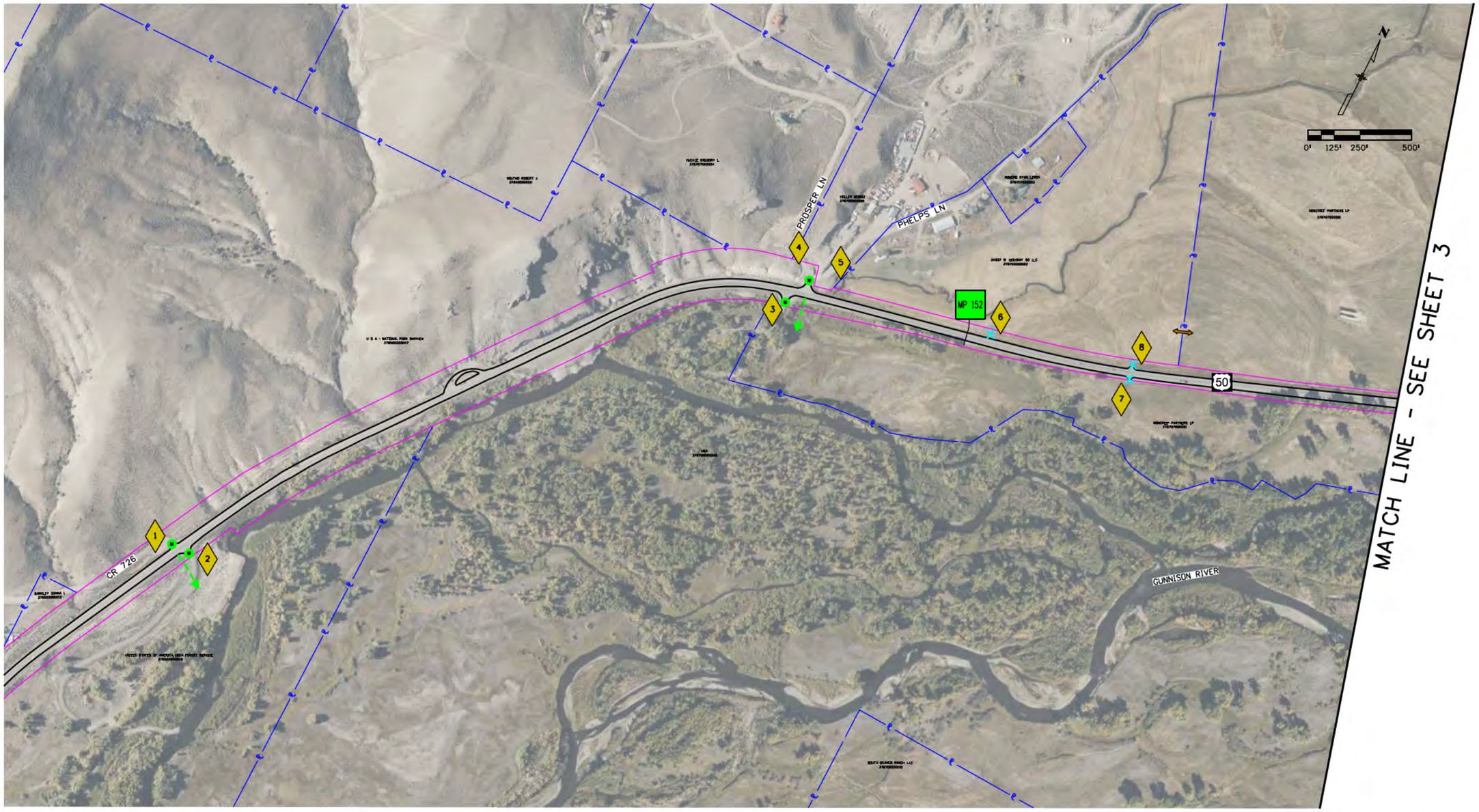
Access #184 to Access #210 (ACP Map Page 8 of 11)
Consolidation to one access per parcel and cross/shared access possibilities dominate this section of CO 135. Access points #185, #186, #188, #189, #192, #193, #194, #195, #196, #197, #199, #200, #201, #202, #204, #205, #207, #208 and #210 will be closed. New access point #188R is proposed opposite of #187 as a major intersection, with possible future signalization when warrants are met. The same is proposed for new access point #208R, opposite #209 (CR 11), and new access point #202R, opposite #103. Access points #190, #191, #198 and #206 will be converted to right-in, right-out.

Access #210 to Access #225 (ACP Map Page 9 of 11)
Access to close includes #211, #212 (Apache Road), #213, #214, #217, #218, #220, #221, #222, #224 and #225. Access #219 (Chinook Trail) will be converted to ¾ movement, with no left turns out, and the adjacent service road (Old Highway 135) closed. New access #211R and #221R will be added as right-in, right-out, plus #224R added opposite of #223 as a full movement major intersection. Access points #215 and #216 would also become a major intersection.

Access #225 to Access #242 (ACP Map Page 10 of 11)
The section currently contains mostly field accesses. Access points to close include #226, #227, #228, #230, #231, #232, #233, #234, #235, #237, #238, #239, #241, and #242. New access #226R and #236 will be added as right-in, right-out, and #239R opposite #240 as a full movement future major intersection.

Access #242 to CR 8 (ACP Map Page 11 of 11)
This final section of CO 135 includes access consolidation into single new access points. Closings include

#243, #244, #247, #248, #249, #250, #251, #254 (CR 8), and #255. New access points #252 (CR 10) and #253 (realigned CR 8) will be a full movement future major intersection, and a realignment of CR 8. Access #245 and #246 would be added opposite of each other to make a future full movement major intersection. Access #247L and #248R would be added as right-in, right-out access points.



PROPOSED CHANGES TO ACCESS ARE DEPENDENT ON FUTURE CONDITIONS, INCLUDING REDEVELOPMENT, SAFETY, AND MOBILITY IMPLICATIONS.

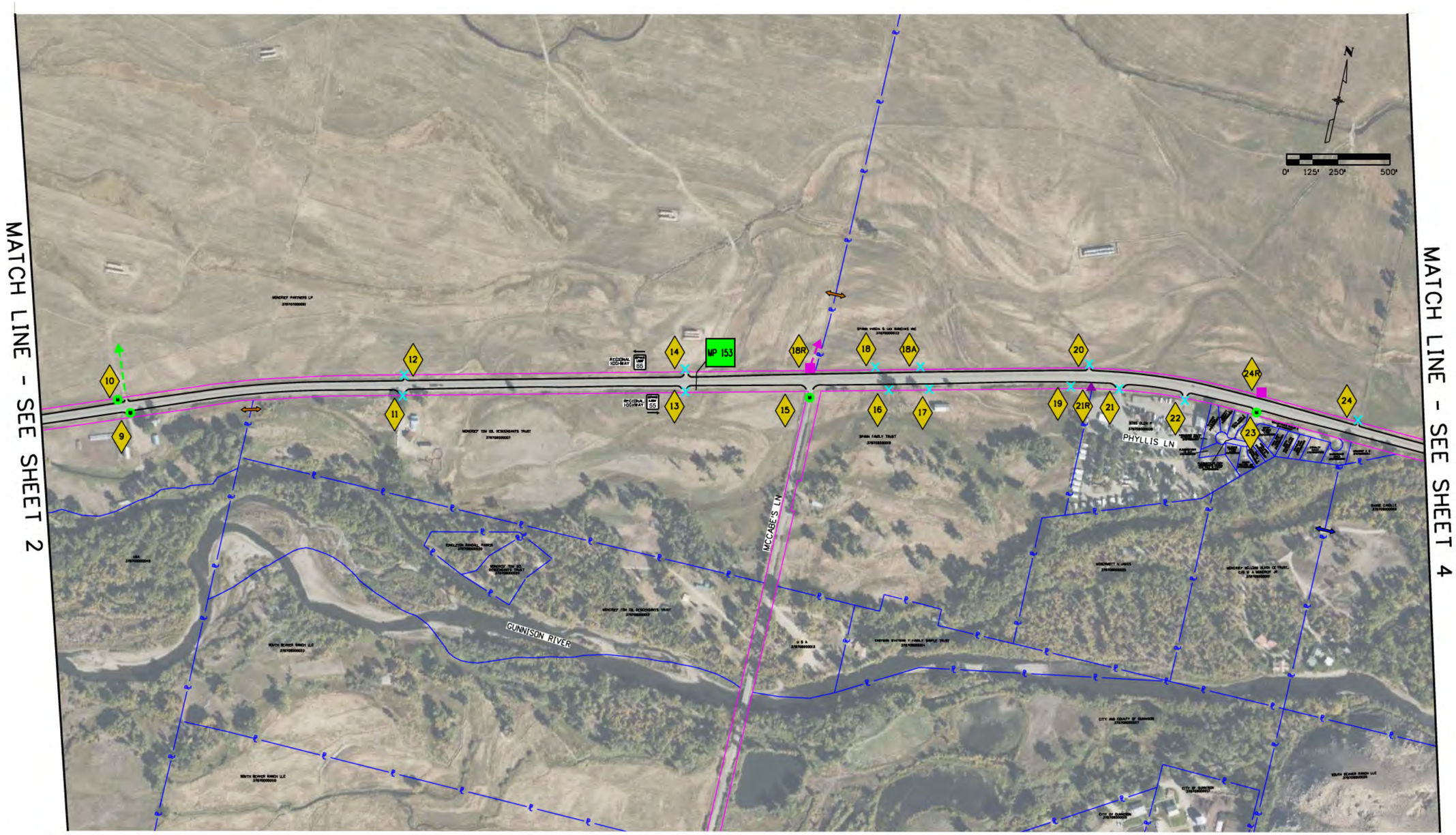
US 50 / CO 135 ACCESS CONTROL PLAN

Mead & Hunt

COLORADO Department of Transportation

LEGEND:

- Access Point Identification Number
- Milepost
- Maintain Existing Full Movement Access
- Proposed Full Movement Access
- Close Existing Access
- Proposed Right-In Right-Out Access
- Proposed ¾ Movement Access
- Existing Cross Parcel Access
- Proposed Cross Parcel Access
- XXX Close Existing Access
- New Local Roadway
- "M" Major Intersection
- Highway Right-of-Way
- Parcel Line
- Gunnison City Limits



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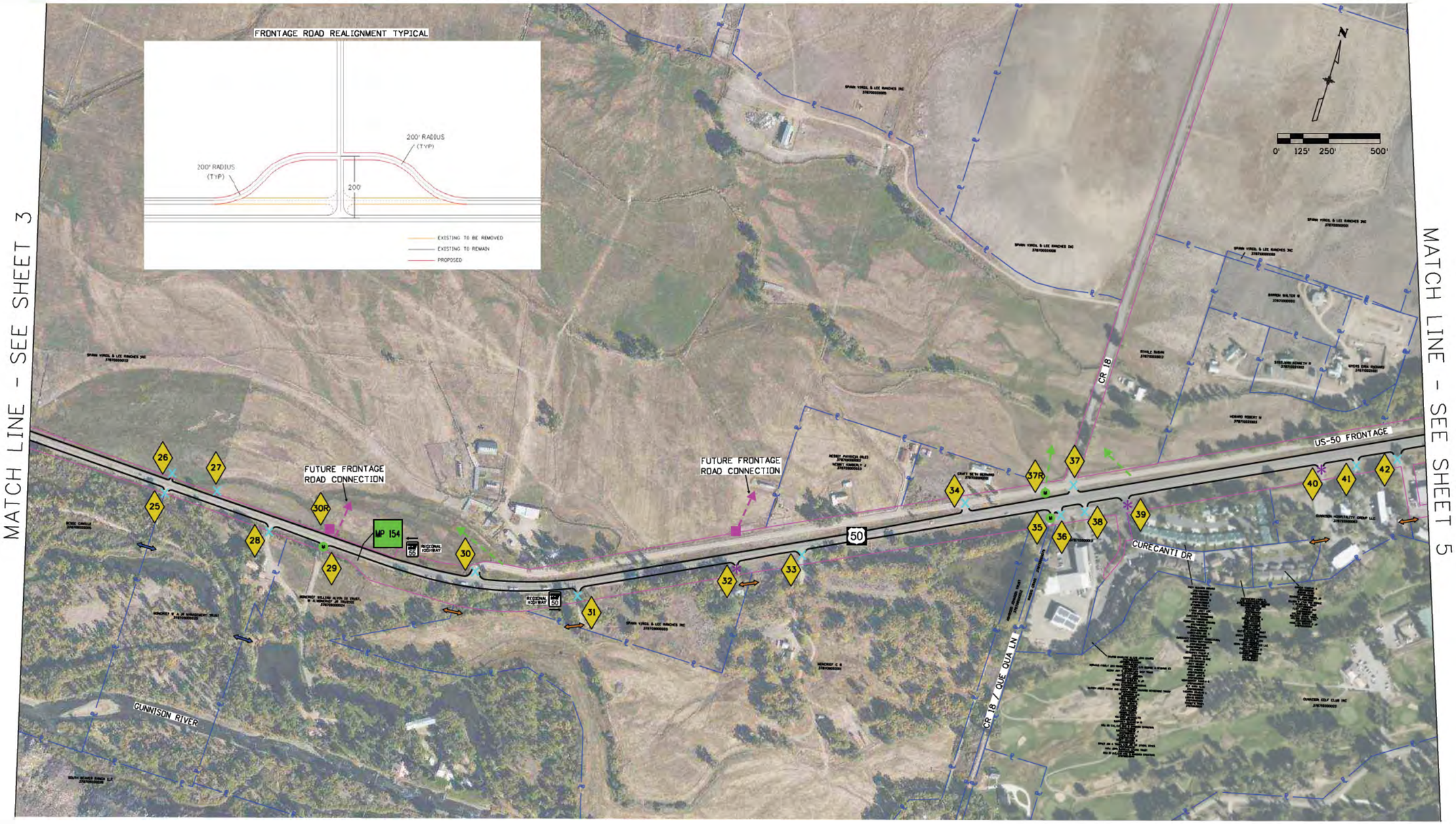
US 50 / CO 135 ACCESS CONTROL PLAN

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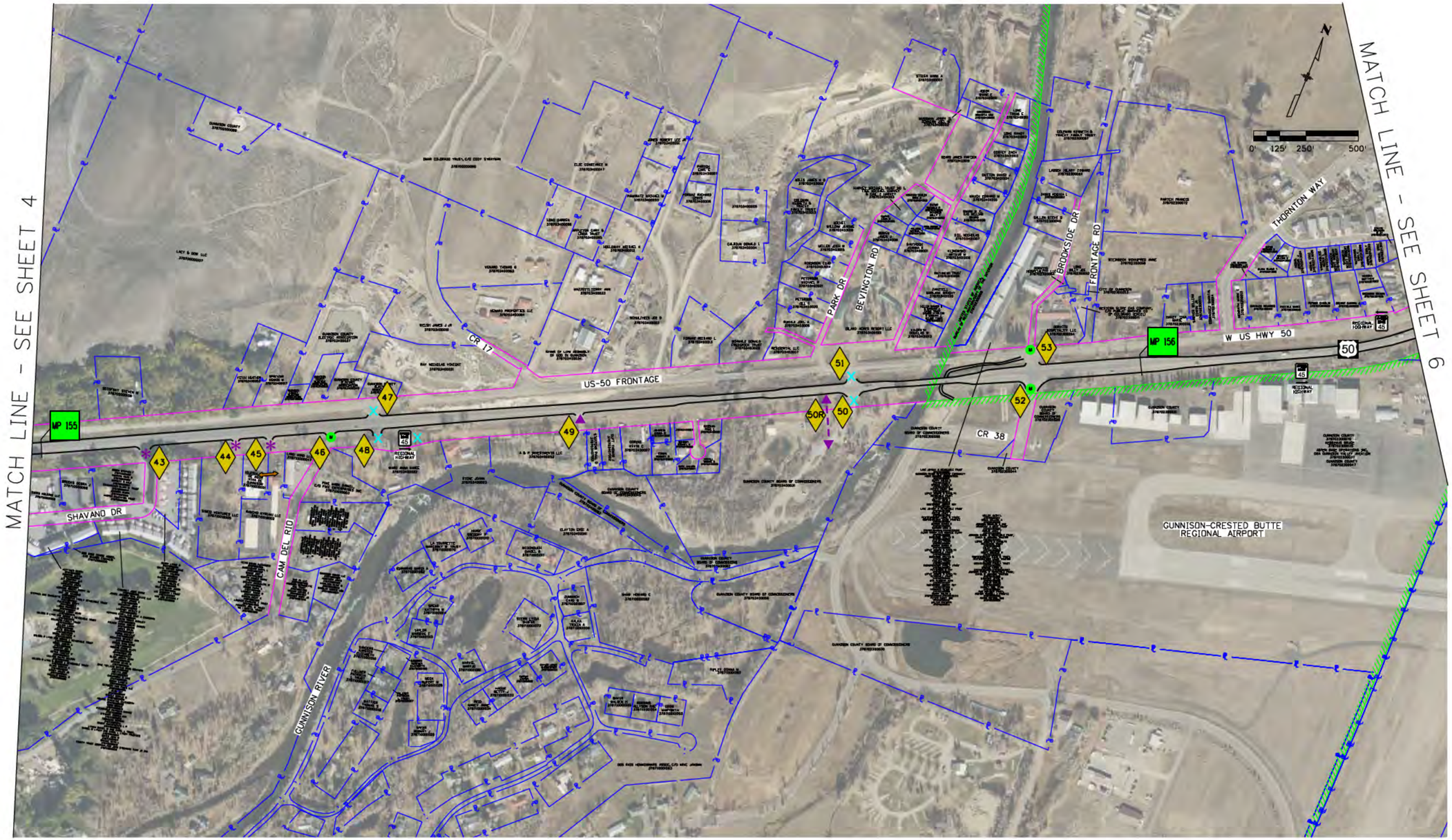
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US 50 / CO 135 ACCESS CONTROL PLAN

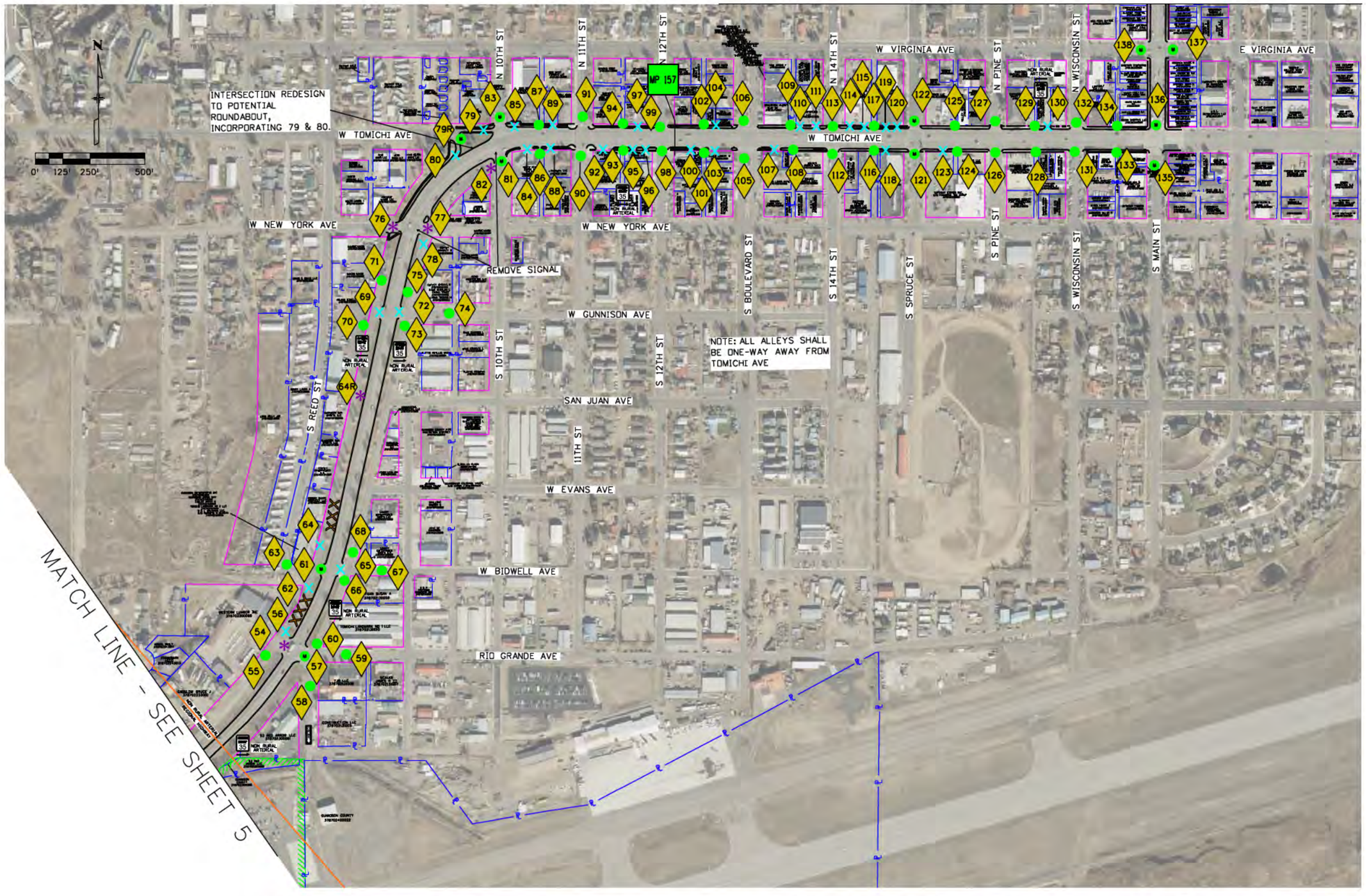
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MATCH LINE - SEE SHEET 7



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US 50 / CO 135 ACCESS CONTROL PLAN

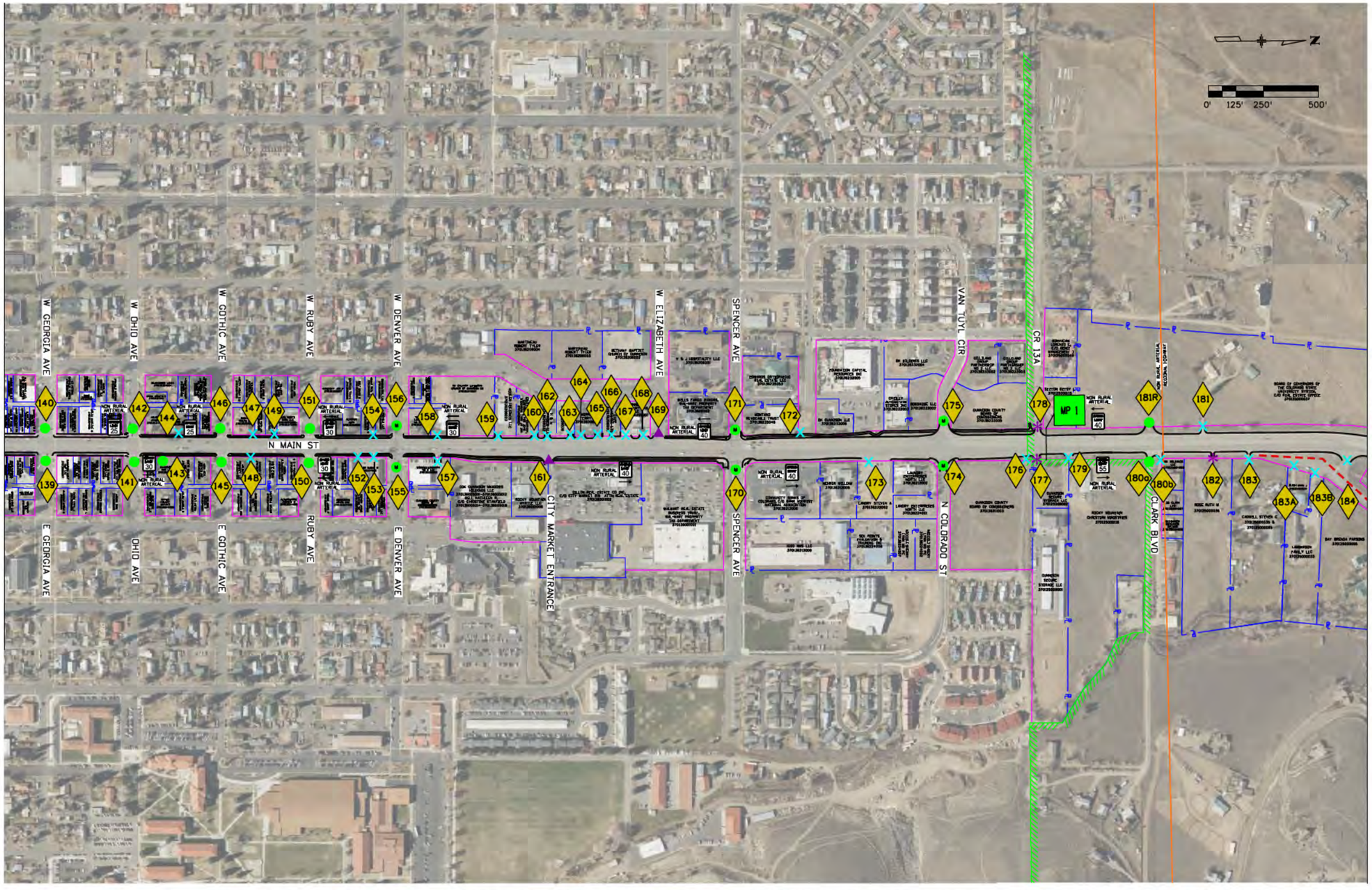
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MATCH LINE - SEE SHEET 6



MATCH LINE - SEE SHEET 8

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US 50 / CO 135 ACCESS CONTROL PLAN

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MATCH LINE - SEE SHEET 7

MATCH LINE - SEE SHEET 9

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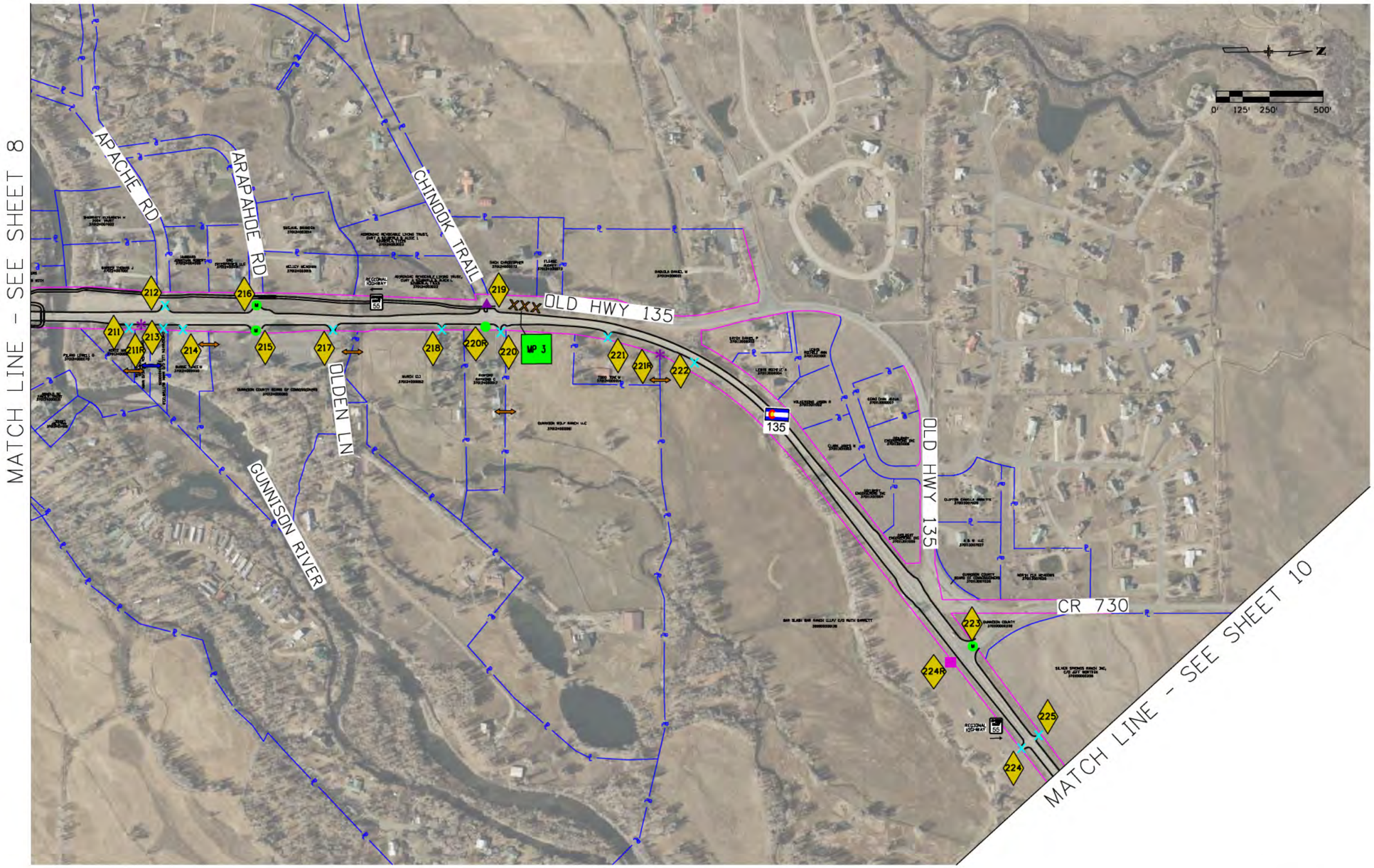
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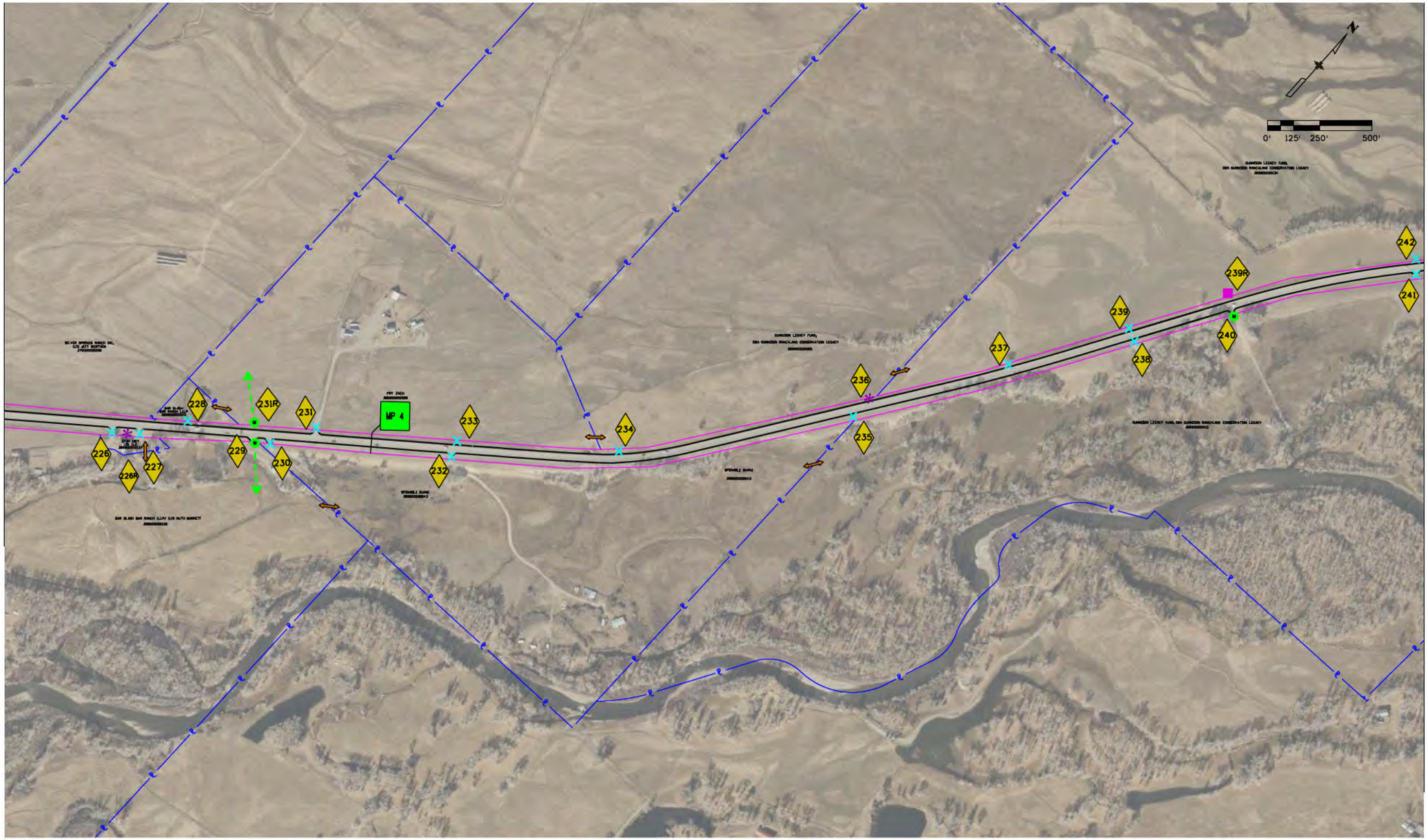
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MATCH LINE - SEE SHEET 9

MATCH LINE - SEE SHEET 11



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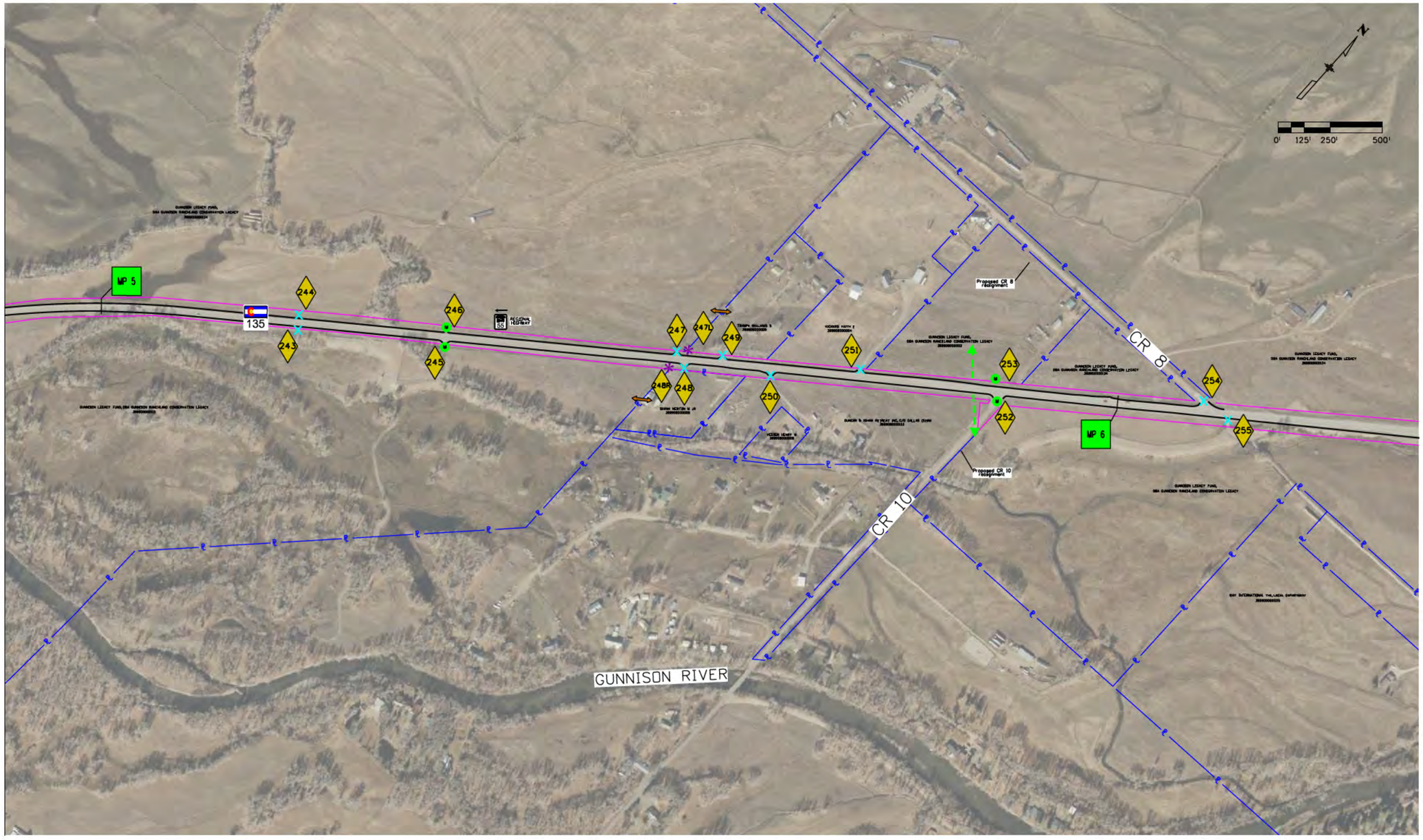
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US 50 / CO 135 ACCESS CONTROL PLAN

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6.0 ACCESS PLAN IMPLEMENTATION

The access changes and improvements recommended in the Plan can be implemented over time as new or re-development occurs, traffic and safety needs arise, and as funding becomes available. Both public and private funds may be used. The following cases will trigger construction:

1. A property redevelops or changes use, resulting in an increase in traffic to and from the site of 20% or more. In most cases, per State Highway Access Code, a traffic study will evaluate the site-specific potential safety and traffic impact, and limited improvements or full implementation of the ACP may be required by CDOT at the specific access point. As part of the local agency's development review process, additional improvements compatible with the Plan may also be necessary to address traffic-related impacts created by the development. (Private Funding)

   In some cases, temporary access will be allowed until adjacent parcels develop and/or cross-parcel easement access is granted and/or a local roadway connection is constructed. During this time, if the ultimate intersection traffic control is not warranted/constructed, some turn restrictions may be required. In addition, upon redevelopment, property owners will provide legally defined cross-access easements for shared access points, as defined by the Plan. If a property does not redevelop or change uses, the property owner will not be required to construct access modifications. (Private Funding)

2. The County or City obtains funding to complete improvements to a segment of the CO 135 corridor or a local route. This could include existing or new local roadway connection improvements, traffic control upgrades, streetscape improvements or others. (Public Funding)

3. State and/or Federal funding is obtained to complete improvements to a segment or intersection of the CO 135 corridor. This could include an intersection redesign, traffic control upgrades, streetscape improvements, or others.

   A safety or operational issue develops that can be mitigated through the implementation of access management techniques consistent with this ACP. Public funding from any combination of agencies may be obtained to construct improvements. This may include responding to unexpected crash patterns, changes in seasonal traffic levels, or maintenance issues. (Public Funding)

4. Any combination of 1, 2, 3, or 4.

Under case 1, a property owner must follow the access permit process as defined by Section 2 of the *SHAC*. CDOT will remain the issuing authority for CO 135. The process requires property owners to submit an application for an access permit. Once the access permit is issued, construction plans for permitted improvements must be developed and submitted to CDOT for review. A Notice to Proceed will be issued following acceptance of the construction documents by CDOT. As determined by the CDOT Permit Unit, access permits may allow for construction of interim conditions and define requirements for future conditions that match the ACP depending upon individual circumstances specific to each permit.

Under case 2, the County or City may obtain funds either through local government budgeting, grants, or other potential funding sources. Once funding is available, the County or City will work through the CDOT planning process to develop a highway improvement project. The project will follow the process and procedures for design, construction, and management detailed in CDOT's Local Agency Manual. If a County or City project is developed off of the State Highway System, for instance, completion of an alternate local route that does not intersect with CO 135, CDOT will not be involved in the project. The

County or City will administer the project according to their respective standards and procedures.

Under case 3, a project receiving State and/or Federal funds must generally be identified in the STIP. In Colorado, four years of transportation projects and their funding sources must be identified in the STIP. The STIP is updated at least every four years through a continuing, comprehensive, and cooperative process involving the CDOT, FHWA, Federal Transit Administration (FTA), Metropolitan Planning Organizations (MPOs), Transportation Planning Regions (TPRs), and City and County Governments. The STIP may be amended as needed in accordance with the STIP Amendment Guidelines.

Under case 4, any agency may identify a safety or operational issue along the corridor through a crash pattern, complaints, observation, or other manner. A single agency or partnership of agencies may obtain funding to implement access management techniques that are consistent with the Plan and specifically address the issue. Depending on who the lead agency is for the project, the project may be administered through the local agency process, as described in case 2, or through CDOT's process, as described in case 3.

Detailed engineering drawings of exact roadway alignments and access improvements will be required as project funding is identified. Details related to storm drainage, utilities, landscaping, environmental issues, pedestrian/bicycle facilities, roadway sections, and other topographic features will be considered during this design process. Environmental evaluations appropriate to the size, type, and funding of the project will be completed as part of the design phase.

To provide for continued commitment to the access modifications recommended by this study, it is recommended that CDOT, Gunnison County, and the City of Gunnison execute an IGA to adopt the Plan as an ACP for this segment of CO 135. The ACP identifies access locations and levels of access by reference point for CO 135 within the project limits. In recognition of the plan's long-range nature and the potential for conditions to change over time, a critical element of the IGA is the definition of a process for plan modifications. Exhibit B to the IGA defines this process, which requires mutual agreement of the IGA parties on modifications to the plan. For the CO 135 corridor, the process for administration of the plan shall be as described in the *SHAC.* The IGA, the ACP Table that will serve as Exhibit A, and Exhibit B are presented in Appendix D and E, respectively.

7.0 LIST OF ACRONYMS

AASHTO = American Association of State Highway and Transportation Officials

ACP = Access Control Plan

CDOT = Colorado Department of Transportation

FHWA = Federal Highway Administration

HCM = Highway Capacity Manual, 6th Edition

HCS = Highway Capacity Software

IGA = Intergovernmental Agreement

LOS = Level of Service

MP = Milepost

MPO = Metropolitan Planning Organization

mph = Miles Per Hour

MUTCD = Manual on Uniform Traffic Control Devices

NR-B = Non-Rural Arterial

R-A = Regional Highway

ROW = Right-of-Way

SHAC = State of Colorado - State Highway Access Code, March 2002 Amendment

STIP = Statewide Transportation Improvement Program

TMC = Turning Movement Count

50 = United States Highway 50

v/c = Volume-to-Capacity Ratio

8.0 GLOSSARY

Access – Any driveway or other point of entry and/or exit such as a street, road or highway that connects to the general street system

Access Category – means one of eight categories described in Section Three of the State Highway Access Code, and determines the degree to which access to a state highway is controlled

Access Plan, Access Control Plan – A plan which designates access locations and levels of access for the purpose of bringing those portions of roadway included in the planning area into conformance with the highway functional classification to the extent feasible

Access Management – Systematic control of the location, spacing, design, and operation of driveways, median openings, and street connections to a roadway

Access Permit – Means by which access improvements are reviewed, approved, and constructed in accordance with the State Highway Access Code

Driveway – An access that is not a public street, road, or highway

Full Movement Access – An access without turn restrictions

Functional Intersection Area – Area upstream and downstream of an intersection where intersection operation and conflicts influence driver behavior, vehicle operations, or traffic conditions.

Intergovernmental Agreement (IGA) – A legally-binding agreement between two or more governmental agencies

Issuing Authority – The entity responsible for issuing access permits for a segment of state highway. The board of county commissioners, the governing body of a municipality, or the department of transportation may be the Issuing Authority.

Level-of-Service (LOS) – An indication of the quality of traffic flow as measured by vehicle delays or travel speeds. Level-of-service grades range from LOS A (ideal traffic flow) to LOS F (heavily congested conditions). LOS D is typically considered an acceptable traffic condition during peak demand periods in urbanized locations.

Right-of-way (ROW) – The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel

State Highway Access Code – A manual containing the access regulations that apply to state highways within Colorado

Turning Movement Count (TMC) – A tally of the number of vehicles turning left, right, or traveling through an intersection

Volume-to-Capacity Ratio (v/c) – The sufficiency of an intersection to accommodate vehicular demand. A v/c over 1.00 means the traffic demand exceeds the capacity.

Appendix A - Public Outreach

US 50 WEST & CO 135 ACCESS CONTROL PLANS FOR GUNNISON CITY & COUNTY

The City of Gunnison, Gunnison County,
and the Colorado Department of Transportation

Invite you to an

Open House

for the

US 50 and CO 135 Access Control Plan

The plan includes US 50 from Phelps Lane to Highway 135/ Main Street, and Highway 135 from US 50/ Tomichi Avenue to County Road 8

Wednesday, October 16th, 2024
12-3 PM and 5-8 PM

Gunnison County Courthouse,
Board of County Commissioners Chambers
200 E. Virginia Avenue,
Gunnison, CO 81230

All exhibits will be available for viewing on the Gunnison County & City websites

COLORADO
Department of Transportation

GUNNISON COUNTY

US 50 and CO 135 Access Control Plan
Wednesday October 16th 2024
Public Meeting Sign-In Sheet

Name/ Entity	Email or Phone Number	Check Here if adjacent property owner requesting one-on-one meeting
Lisa Tuthill	[redacted]	
Howard Tuthill		
Tom Stoeber		
David Gardner		uk.com
Joseph Gornik GCEA		
mark Schwartz		
Keith Robinson		gov
Colleen Hannon		
Steve Bithjr.		

COLORADO
Department of Transportation

GUNNISON COUNTY

D

US 50 and CO 135 Access Control Plan
Wednesday October 16th 2024
Public Meeting Sign-In Sheet

Name/ Entity	Email or Phone Number	Check Here if adjacent property owner requesting one-on-one meeting
Roger Johnson	[redacted]	—
Susan Johnson		—
Ken Spann		
Deirdre Fotesc		m
Kim Nesbit		com
Celeste Helminski		
Boe Freeburn		
Dallas Isham		
Roxanna J. Ruke		m
Ken J. Ruth		com
Dapper Bishop		
Diego Plata		
DEBIE STEWART		

COLORADO
Department of Transportation

GUNNISON COUNTY

US 50 and CO 135 Access Control Plan
Wednesday October 16th 2024
Public Meeting Sign-In Sheet

Name/ Entity	Email or Phone Number	Check Here if adjacent property owner requesting one-on-one meeting
AC Smith	[redacted]	? Thanksgiv.
Gunnison Legacy		Yes Not now
Paula Giavasis		
M. Lee		
Marlene Crosby		
Margaret Alcock		
STEVEN VOET		
CHAD WELLMAN		YES
Michelle Burns		
jim rodman		NO
Ken & Carolyn Reade		NO
BECKY TRUNTICH		YES
Patrick Plumley		Not YES

List of One on One Property Owner Meetings (Highway 50 and 135)

Les Evans
9:15am-9:30am 11/5/2024
[redacted]

Jason Mullins
9:45am-10am 11/5/2024
[redacted]

Stacy McPhail
1pm-1:15pm 11/5/2024
[redacted]

Priscilla Swanson
1:15pm-1:30pm 11/5/2025
[redacted]

Dani Leach
2:45pm-3pm 11/5/2025
[redacted]

John Stoeber
9am-9:15am 11/6/2025
[redacted]

Lauren Koelliker
10am-10:15am 11/6/2025
[redacted]

Sean Bennet
12:30-12:45 11/6/2024
[redacted]

Kirby Kuklenski
11am-11:15am 11/6/2024
[redacted]

Ken Spann
11:00 to 12:0012/13/2024
[redacted]

COLORADO
Department of Transportation

GUNNISON COUNTY

Received
County Administration
10/23/24

Adjacent Property Stakeholder Comment Form

This form is for adjacent property owners, residents, and businesses. Your input is an important part of the planning process. Please take care to print or write clearly. Thank you!

Name	Darren & Brenda Bishop
Email	[redacted]
Phone	
I am a (circle all that apply)	property owner, resident, business owner, tenant, other:
Physical address:	[redacted]
Were you able to locate your property on the maps?	Yes
Please share your opinions about the proposed access control changes.	No to Plan – frontage Road is fine Just as it is – Slow People down on Hwy 50 – Stop light at Long's Motel and Western Lumber. Stop light City Market turn out
Do you have any concerns or questions that the project team should be aware of? Please be as specific as possible.	No traffic down Reed Street.

COLORADO
Department of Transportation

GUNNISON COUNTY

Received
County Administration
10/23/24

Adjacent Property Stakeholder Comment Form

This form is for adjacent property owners, residents, and businesses. Your input is an important part of the planning process. Please take care to print or write clearly. Thank you!

Name	Estate Troas Long.
Email	[redacted]
Phone	
I am a (circle all that apply)	property owner, resident, business owner, tenant, other: landlord
Physical address:	[redacted]
Were you able to locate your property on the maps?	Yes
Please share your opinions about the proposed access control changes.	no = leave alone, Will not make Safer. Put in Stop light at Long's motel & Western lumber = leave HH towning light. NO Main on Reed Street
Do you have any concerns or questions that the project team should be aware of? Please be as specific as possible.	Businesses Stay Same on frontage Road - no front Doors on Reed Street - No Round-a-bout. Waist of City - Peoples Money!! Put a light at City Market turn in.

From: [redacted]

Subject: Re: Highway 135 and 50 Access Control Plan follow up meeting

Dear Paul:

Thank you for your email. Sorry for the delay in responding. We had a death in the family.

Yes, we would like to have a larger meeting with the appropriate CDOT personnel if access planning is going to be undertaken adjacent to our ranches. As I mentioned at the open house, we also have a number of issues developing with CDOT and would like them addressed as well.

Those issues include:

1. Continuation of our existing accesses at all our access points along Hwy 50 and Hwy 135 without restrictions, without being subject to future conditions.

2. No planning of alternative accesses onto or across our properties without prior or contemporaneous direct consultation with our representatives, now or in the future.

2. Assurances that CDOT will actually perform its required R.O.W. fence maintenance responsibilities along Hwy 50 and Hwy 135 in a timely manner throughout the year, including gates that function correctly and are operational. This is required by law. See, C.R.S. 35-46-11.

3. Modifications and changes to 2 underpasses at MP 16 generally on Hwy 135 to restore their functionality for livestock and wildlife crossing. They have never worked correctly since they were changed over to culverts from square boxes. As the traffic volume on Hwy 135 has increased, the potential benefit to all of having these underpasses functional has also increased.

4. Direct and continuous consultation with our representatives in the design, operation, and maintenance of any multi-modal trail in the CDOT R.O.W between Crested Butte and Crested Butte South as it adjoins our properties. This would include, but not limited to, set backs from fence; assurances of continuous livestock and vehicular/equipment access at all current access points, including the slope and widths of said accesses; design, construction of, and maintenance of all irrigation and

drainage crossings which predate and are a dominant estate to the CDOT R.O.W.; plans for seasonal closures; plans for snow removal.

I recognize this is a larger list than your proposed access plan. These are issues that are there from our point of view.

I will work to see if a date is available in Gunnison in the next three weeks. Any dates that might work for all of you would be a starting point.

Thank you.

Ken Spann
Spann Ranches, Inc.

US 50 West and CO 135 Access Control Plan Comment Card

Location/ Comment: Spencer Ave + Hwy 135 Signs for left Turns to help prevent drivers from driving through crosswalk with pedestrians walking through

Location/ Comment: Colorado + Hwy 135
Crosswalk or stop light

Location/ Comment: Hwy 135 at Colorado
lower speed limit to 30 mph, Then 25 at Denver

Name: Paula Giavasis

Address: [redacted]

Ema[redacted]

COLORADO
Department of Transportation

GUNNISON COUNTY

Submit via email to [redacted]

US 50 West and CO 135 Access Control Plan Comment Card

Location/ Comment: 508 West Tomichi ave / Closing off these entrances to my gas station would result in a huge decrease in business. My comercial customers need these to get big vehicles in and out comfortably

Location/ Comment:

Location/ Comment:

Name: Brian Oliver

Address: [redacted]

Email: [redacted]

COLORADO
Department of Transportation

GUNNISON COUNTY

Submit via email to [redacted]

US 50 West and CO 135 Access Control Plan Comment Card

Location/ Comment: Main + Ruby Ave intersection. We need a painted crosswalk across Main St. Also slowing traffic down to 25 at Denver + Main would help. People don't slow down for pedestrians there and 3 of our town deer have been killed there

~~Location/ Comment:~~

Location/ Comment:

Name: Deirdre Fotescu

Address: [redacted]
Gunn

Email: [redacted]

COLORADO
Department of Transportation

GUNNISON COUNTY

Submit via email to [redacted]

US 50 West and CO 135 Access Control Plan Comment Card

Location/ Comment: Access Point 184(HWY135 & Frontage Rd): Even with two points of access from the frontage road (184 and 189) traffic still backs-up regularly when merging on to HWY135. Removing these existing access points and replacing them with one, in between, and on a blind corner, will only make this more congested and dangerous.

Location/ Comment: Access Points 76-81: Removing the light on W New York and adding a roundabout to the North will make this heavily trafficked, already dangerous pedestrian crossing even more dangerous. Additionally removing more existing access to the south of these intersections will make the remaining major intersections more backed-up and dangerous with no light to introduce breaks in traffic.

Location/ Comment:

Name: Max Ryan

Address:

Email: [redacted]

COLORADO
Department of Transportation

CITY OF GUNNISON COLORADO

GUNNISON COUNTY

Submit via email to [redacted]



US 50 and CO 135 Access Control Plan

October 16, 2024

Corridor Locations

- 6 miles along CO 135 (Main Street) from US 50 to the north (MP 0 to 6.2)
- 6 miles along US 50 (Tomichi Street) from CO 135 to the west (MP 151 to 157.44)
- US / CDOT Highways
- Portions in City and County



Access Management Goals

- Access Control Concept Plans are developed to guide future access management decisions.
- State regulations allow CDOT, in partnership with local jurisdictions, to manage access points within its transportation system including limiting new access to the State Highway System when alternate access is available
- Access management serves to balance vehicle traffic flow with multimodal accessibility and safety
- Access management seeks to preserve the traffic carrying capacity and operational safety along State roadways by reducing the number of signals, driveways and points of conflict.

Access Control Plan Context

- An Access Control Plan is defined in the State Highway Access Code.
- Access Control Plans (ACP's) require an Inter-Governmental Agreement between the City/County and CDOT to enact.
- An ACP replaces the criteria within the State Highway Access Code with respect to allowable access locations and movements along state highways.
- There are no immediate changes to access points, specific triggers are shown on the next slide.
- The ACP can be amended when agreed to by the City/County, and CDOT.



Access Control Plan Context

- Opportunity for Local input on Highway Access
- Corridor wide analysis
- Considers existing and future land uses
- Considers adjacent access and land use interaction
- Incorporates Flexibility into criteria based on corridor conditions
- Developers/land-owners are aware of access conditions up front

Access Control Change Triggers

- ❑ Change in Land Use
- ❑ Redevelopment by landowner changes traffic volumes
- ❑ Publicly funded project by the City, County or CDOT
- ❑ Safety or Operational Need

US 50 West and CO 135 Access Control Plan Comment Card

Location/ Comment: 37250 W US Highway 50 - GCEA headquarters; GCEA requires two access points to accommodate large utility vehicles and tractor-trailers. This is a significant safety issue. We have members frequenting our office and electric vehicle users accessing the charging stations on the property who need to remain accommodated as well.

Location/ Comment: 37857 W US Highway 50 - GCEA storage yard; GCEA seeks to maintain the security, access, and proximity of the site.

Location/ Comment: Plans for Hwy 135 crossings at CR 730 & CR 8 would likely require overhead line re-routing.

Name: Gunnison County Electric Association

Address: PO Box 180
Gunnison, CO 81230

Email: jstoeber@gcea.coop

COLORADO
Department of Transportation

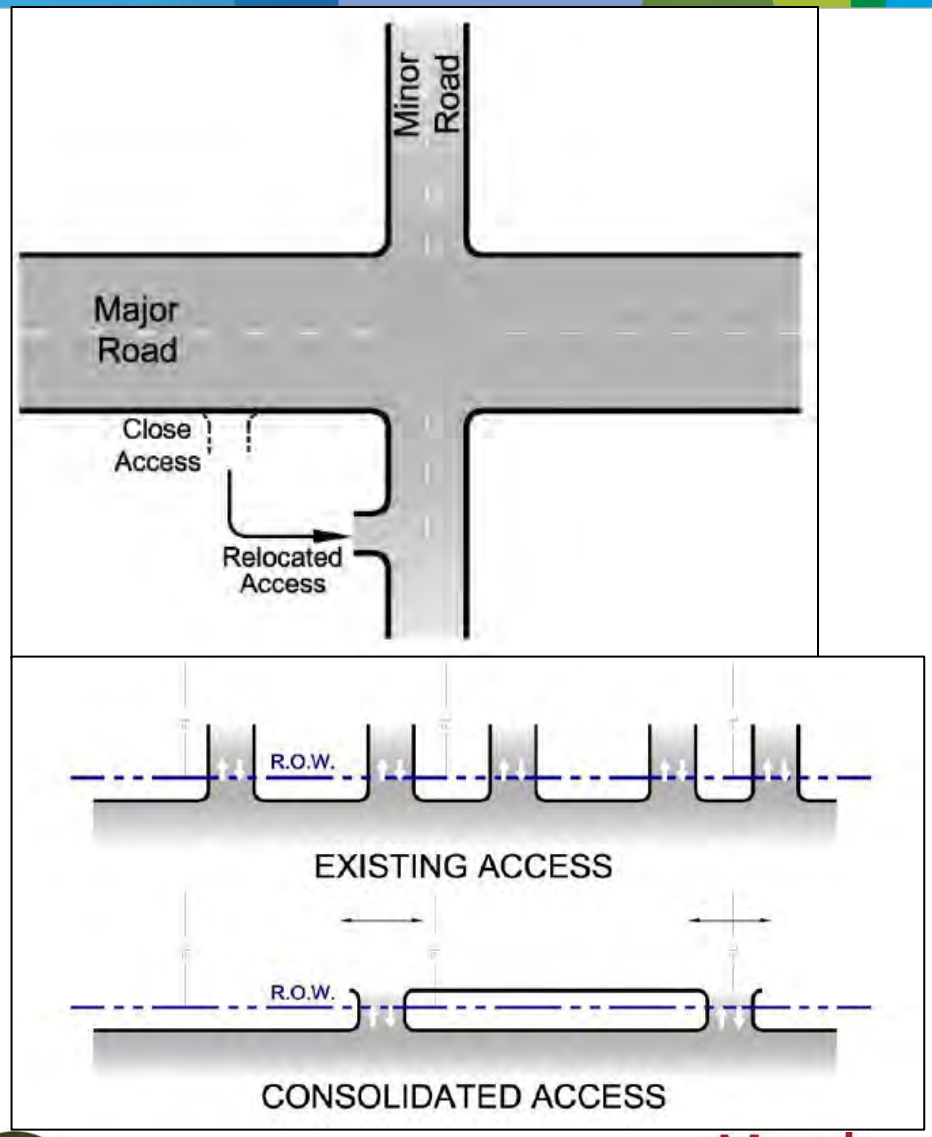
GUNNISON COUNTY

Submit via email to Paul.Silberman@meadhunt.com

Access Control Plan Layout

- Identify Major Intersections
- Identify local roads
- Review driveways and entrances
- Consolidate and reduce access points

- Key safety considerations
  - Intersection spacing
  - Intersection / roadway geometry
  - Traffic controls and auxiliary lanes
  - Sight distance
  - Current and future land uses
  - Multimodal connectivity



Strategies for Driveways and Public Streets

- **Access Spacing:** increasing the distance between traffic signals, public streets and driveways
- **Safe Turning Lanes:** dedicated left-turn and right-turn lanes
- **Traffic Control Upgrades:** New signals or roundabouts
- **Median Treatments:** Raised medians
- **Right-of-Way Management:** turn restrictions, driveway closures/ cross-parcel access, new local roadways /frontage/ backage roads

Strategies for Driveways & Streets

- Full movement
- Partial movement
  - Right-in and right-out
  - Right-in, right-out and left-in (3/4 movement)







Roundabout Example -CO 145, Telluride CO





CDOT

CITY OF GUNNISON COLORADO

GUNNISON COUNTY

Mead & Hunt

Parallel Local Roads/ Frontage Road

- US 50 Gunnison
- US 160 Pagosa Springs
- US 550 Montrose





CDOT

GUNNISON COUNTY

Mead & Hunt

Next Steps/ Schedule

- Compile public comments- October 2024
- One-on-One meetings with adjacent property owners – early November
- Revise plans – November 2024
- County Commissioners/ City Council Review and Resolution – January 2025
- Final Report – February 2025
- Intergovernmental Agreement/ Adoption – March 2025

Questions and Plan Review

Appendix B - Existing Access Inventory

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control
1	151.225	L	CR 726	Public Street	Full Movement
2	151.225	R	Cooper Ranch Trail Access	Public Street	Full Movement
3	151.835	R	Neversink Trail Access	Public Street	Full Movement
4	151.857	L	Prosper Lane	Public Street	Full Movement
5	151.857	L	Phelps Ln	Public Street	Full Movement
6	152.029	L	Field Access	Private Driveway	Full Movement
7	152.162	R	Field Access	Private Driveway	Full Movement
8	152.162	L	Field Access	Private Driveway	Full Movement
9	152.483	R	Home Driveway	Private Driveway	Full Movement
10	152.483	L	Field Access	Private Driveway	Full Movement
11	152.736	R	Home Driveway	Private Driveway	Full Movement
12	152.736	L	Field Access	Private Driveway	Full Movement
13	152.994	R	Field Access	Private Driveway	Full Movement
14	152.994	L	Field Access	Private Driveway	Full Movement
15	153.008	R	CR 32	Public Street	Full Movement
16	153.076	R	Field Access	Private Driveway	Full Movement
17	153.11	R	Field Access	Private Driveway	Full Movement
18	153.108	L	Field Access	Private Driveway	Full Movement
18a	153.105	L	Field Access	Private Driveway	Full Movement
19	153.26	S	Access to Field	Private Driveway	Full Movement
20	153.26	L	Field Access	Private Driveway	Full Movement
21	153.287	R	Phyllis Lane/Mesa Campground	Public Street	Full Movement
22	153.348	R	Mesa Campground	Private Driveway	Full Movement
23	153.415	R	Phyllis Lane/Mesa Campground	Public Street	Full Movement
24	153.507	L	Field Access	Private Driveway	Full Movement
25	153.705	R	Driveway	Private Driveway	Full Movement
26	153.706	L	Field Access	Private Driveway	Full Movement
27	153.751	L	Field Access	Private Driveway	Full Movement
28	153.806	R	Home Driveway	Private Driveway	Full Movement
29	153.858	R	Driveway	Private Driveway	Full Movement
30	154	L	US 50 Frontage Road	Public Street	Full Movement
31	154.101	R	Home Driveway	Private Driveway	Full Movement
32	154.253	R	Home Driveway	Private Driveway	Full Movement
33	154.317	R	Home Driveway	Private Driveway	Full Movement
34	154.478	L	US 50 Frontage Road Connection	Public Street	Full Movement
35	154.562	R	Que Qua Lane	Public Street	Full Movement
36	154.568	R	Gunnison County Electric Association	Private Driveway	Full Movement
37	154.583	L	CR 18/US 50 Frontage Road Connection	Public Street	Full Movement
38	154.593	R	Gunnison County Electric Association	Private Driveway	Full Movement
39	154.632	R	Curecanti Drive	Public Street	Full Movement
40	154.825	R	The Gunnison Inn at Dos Rios	Private Driveway	Full Movement
41	154.86	R	The Gunnison Inn at Dos Rios	Private Driveway	Full Movement
42	154.902	R	Shavano Drive	Public Street	Full Movement
43	155.029	R	Shavano Drive	Public Street	Full Movement
44	155.1	R	Rodeway Inn	Private Driveway	Full Movement
45	155.127	R	Rodeway Inn	Private Driveway	Full Movement
46	155.177	R	Cam Del Rio	Public Street	Full Movement
47	155.202	L	US 50 Frontage Road	Public Street	Full Movement
48	155.202	R	South Frontage Road	Public Street	Full Movement
49	155.333	R	South Frontage Road	Public Street	Full Movement
50	155.54	R	Whitewater Park Access	Public Street	Full Movement
51	155.54	L	US 50 Frontage Road	Public Street	Full Movement
52	155.91	R	CR 38 / W Airport Rd	Public Street	Full Movement
53	155.91	L	US 50 North Frontage Road	Public Street	Full Movement
54	156.385	L	Rio Grande Ave/North Frontage Rd	Public Street	Full Movement
55	156.385	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement
56	156.385	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement
57	156.385	R	Rio Grande Ave/ South Frontage Rd	Public Street	Full Movement
58	156.385	R	Rio Grande/South Frontage Rd South Leg	Public Street	Full Movement
59	156.385	R	Rio Grande/South Frontage Rd East Leg	Public Street	Full Movement
60	156.385	R	Rio Grande/South Frontage Rd North Leg	Public Street	Full Movement
61	156.448	L	Reed St/ North Frontage Rd	Public Street	Full Movement
62	156.448	L	Reed St/North Frontage Rd South Leg	Public Street	Full Movement
63	156.448	L	Reed St/North Frontage Rd West Leg	Public Street	Full Movement
64	156.448	L	Reed St/North Frontage Rd North Leg	Public Street	Full Movement
65	156.448	R	W Bidwell Ave/South Frontage Rd	Public Street	Full Movement
66	156.448	R	Bidwell Ave/North Frontage Rd South Leg	Public Street	Full Movement
67	156.448	R	Bidwell Ave/North Frontage Rd West Leg	Public Street	Full Movement
68	156.448	R	Bidwell Ave/North Frontage Rd North Leg	Public Street	Full Movement
69	156.665	L	Gunnison Ave/North Frontage Rd	Public Street	Full Movement
70	156.665	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement
71	156.665	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement
72	156.665	R	Gunnison Ave/South Frontage Rd	Public Street	Full Movement
73	156.665	R	Gunnison Ave/South Frontage Rd South Leg	Public Street	Full Movement
74	156.665	R	Gunnison Ave/South Frontage Rd East Leg	Public Street	Full Movement
75	156.665	R	Gunnison Ave/South Frontage Rd North Leg	Public Street	Full Movement
76	156.775	L	W New York Avenue	Public Street	Signalized
77	156.775	R	W New York Avenue	Public Street	Signalized
78	156.775	R	W US HWY 50 Frontage Rd	Public Street	Full Movement
79	156.873	L	W Tomichi Ave	Public Street	3/4 NLTO
80	156.831	L	W Tomichi Ave Slip Lane	Public Street	Right Out Only
81	156.873	R	S 10th Street	Public Street	Full Movement

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control
82	156.873	R	S 10th Street Business Access	Public Street	Full Movement
83	156.873	L	N 10th Street	Public Street	Full Movement
84	156.895	R	Conoco Gas Station/Convenience Store	Business Entrance	Full Movement
85	156.885	L	Ace Hardware	Business Entrance	Full Movement
86	156.907	R	Alley	Public Street	Full Movement
87	156.907	L	Alley	Public Street	Full Movement
88	156.914	R	Mountain West Financial Services	Business Entrance	Full Movement
89	156.918	L	Pie-Zan's Restaurant	Business Entrance	Full Movement
90	156.943	R	S 11th Street	Public Street	Full Movement
91	156.943	L	N 11th Street	Public Street	Full Movement
92	156.951	R	Sportsman's Liquor	Business Entrance	Full Movement
93	156.958	R	Alley	Public Street	Full Movement
94	156.958	L	Alley	Public Street	Full Movement
95	156.961	R	Scenic River Tours	Business Entrance	Full Movement
96	156.968	R	Scenic River Tours	Business Entrance	Full Movement
97	156.965	L	JC Services Auto Repair	Business Entrance	Full Movement
98	156.975	R	S 12th Street	Public Street	Full Movement
99	156.975	L	N 12th Street	Public Street	Full Movement
100	156.997	R	Love's Gas Station/Country Store	Business Entrance	Full Movement
101	157.005	R	Alley	Public Street	Full Movement
102	157.005	L	Alley	Public Street	Full Movement
103	157.015	R	Gunnison Liquor Store	Business Entrance	Full Movement
104	157.015	L	J&K Services Inc Driveway	Business Entrance	Full Movement
105	157.04	R	S Boulevard Street	Public Street	Full Movement
106	157.04	L	Boulevard Street	Public Street	Full Movement
107	157.062	R	Berfield's Stage Stop	Business Entrance	Full Movement
108	157.076	R	Alley	Public Street	Full Movement
109	157.076	L	Alley	Public Street	Full Movement
110	157.081	L	Gunnison Auto & Performance	Business Entrance	Full Movement
111	157.096	L	Gunnison Auto & Performance	Business Entrance	Full Movement
112	157.11	R	S 14th Street	Public Street	Full Movement
113	157.11	L	N 14th Street	Public Street	Full Movement
114	157.123	L	Standard Tire & Services Center	Business Entrance	Full Movement
115	157.136	L	Standard Tire & Services Center	Business Entrance	Full Movement
116	157.144	R	Alley	Public Street	Full Movement
117	157.144	L	Alley	Public Street	Full Movement
118	157.153	R	Alpine Lumber	Business Entrance	Full Movement
119	157.154	L	NAPA Auto Parts	Business Entrance	Full Movement
120	157.164	L	NAPA Auto Parts	Business Entrance	Full Movement
121	157.181	R	S Spruce Street	Public Street	Signalized
122	157.181	L	Spruce Street	Public Street	Signalized
123	157.205	R	Safeway	Business Entrance	Full Movement
124	157.216	R	Safeway/Alley	Business Entrance	Full Movement
125	157.216	L	Alley	Public Street	Full Movement
126	157.252	R	S Pine Street	Public Street	Full Movement
127	157.252	L	N Pine Street	Public Street	Full Movement
128	157.287	R	Alley	Public Street	Full Movement
129	157.287	L	Gunnison Bank & Trust/Alley	Business Entrance	Full Movement
130	157.297	L	OffCenter DeSIGNS	Business Entrance	Full Movement
131	157.322	R	S Wisconsin Street	Public Street	Full Movement
132	157.322	L	N Wisconsin Street	Public Street	Full Movement
133	157.358	R	Alley	Public Street	Full Movement
134	157.358	L	Alley	Public Street	Full Movement
135	157.394	R	S Main St (CO 135)	Public Street	Signalized
136	157.394	L	N Main St (CO 135)	Public Street	Signalized

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control
137	0.076	R	E Virginia Avenue	Public Street	Signalized
138	0.076	L	W Virginia Avenue	Public Street	Signalized
139	0.153	R	E Georgia Avenue	Public Street	Full Movement
140	0.153	L	W Georgia Avenue	Public Street	Full Movement
141	0.227	R	Ohio Avenue	Public Street	Full Movement
142	0.227	L	W Ohio Avenue	Public Street	Full Movement
143	0.247	R	Field Access	Private Driveway	Full Movement
144	0.253	L	Home Driveway	Private Driveway	Full Movement
145	0.3	R	E Gothic Avenue	Public Street	Full Movement
146	0.3	L	W Gothic Avenue	Public Street	Full Movement
147	0.327	L	Home Driveway	Private Driveway	Full Movement
148	0.325	R	Gunnison County Abstract Company	Business Entrance	Full Movement
149	0.347	L	Home Driveway	Private Driveway	Full Movement
150	0.378	R	E Ruby Avenue	Public Street	Full Movement
151	0.378	L	W Ruby Avenue	Public Street	Full Movement
152	0.42	R	Telluride Maid	Business Entrance	Full Movement
153	0.433	R	Telluride Maid	Business Entrance	Full Movement
154	0.433	L	Home Driveway	Private Driveway	Full Movement
155	0.454	R	E Denver Avenue	Public Street	Signalized
156	0.454	L	W Denver Avenue	Public Street	Signalized
157	0.489	R	The Coffee Trader	Business Entrance	Full Movement
158	0.489	L	Church Driveway	Business Entrance	Full Movement
159	0.54	L	Kooler Garage Doors	Business Entrance	Full Movement
160	0.571	L	Gunnison 24/7 Gym	Business Entrance	Full Movement
161	0.583	R	City Market Entrance	Public Street	Full Movement
162	0.583	L	San Juan Strains	Business Entrance	Full Movement
163	0.603	L	Car Wash	Business Entrance	Full Movement
164	0.611	L	High Mountain Liquor	Business Entrance	Full Movement
165	0.628	L	High Mountain Liquor	Business Entrance	Full Movement
166	0.633	L	Café Silvestre	Business Entrance	Full Movement
167	0.65	L	Powerstop	Business Entrance	Full Movement
168	0.666	L	Powerstop	Business Entrance	Full Movement
169	0.68	L	W Elizabeth Avenue	Public Street	Full Movement
170	0.74	R	Spencer Avenue	Public Street	Signalized
171	0.74	L	Spencer Avenue	Public Street	Signalized
172	0.796	L	Back at the Ranch Furniture	Business Entrance	Full Movement
173	0.864	R	Car Dealership?	Business Entrance	Full Movement
174	0.922	R	Colorado St	Public Street	Full Movement
175	0.922	L	Van Tuyl Circle	Public Street	Full Movement
176	0.99	R	Field Access	Private Driveway	Full Movement
177	1	R	Gunnison Secure Storage (shared access)	Business Entrance	Full Movement
178	1	L	CR 13A	Public Street	Full Movement
179	1.029	R	Rocky Mountain Christian Ministries	Business Entrance	Full Movement
180a	1.094	R	Clark Boulevard	Public Street	Full Movement
180b	1.106	R	Clark Boulevard	Public Street	Full Movement
181	1.094	L	Colorado State University Driveway	Private Driveway	Full Movement
182	1.153	R	Home Driveway	Private Driveway	Full Movement
183	1.186	R	Home Driveway	Private Driveway	Full Movement
183a	1.229	R	Home Driveway	Private Driveway	Full Movement
183b	1.249	R	Home Driveway	Private Driveway	Full Movement
184	1.277	R	East Frontage Road	Public Street	Full Movement
185	1.392	L	Home Driveway	Private Driveway	Full Movement
186	1.398	R	Field Access	Private Driveway	Full Movement
187	1.445	L	Home Driveway	Private Driveway	Full Movement
188	1.462	R	Amerigas Propane	Business Entrance	Full Movement
189	1.55	R	East Frontage Road	Public Street	Full Movement
190	1.586	L	Home Driveway	Private Driveway	Full Movement
191	1.764	R	Henry's Radio & TV	Business Entrance	Full Movement
192	1.764	L	Discount Storage	Business Entrance	Full Movement
193	1.812	R	Home Driveway	Private Driveway	Full Movement
194	1.832	L	Field Access	Private Driveway	Full Movement
195	1.85	R	Home Driveway	Private Driveway	Full Movement
196	1.876	R	Home Driveway	Private Driveway	Full Movement
197	1.88	L	Field Access	Private Driveway	Full Movement
198	1.905	R	Driveway	Private Driveway	Full Movement
199	2.02	R	Home Driveway	Private Driveway	Full Movement
200	2.049	R	Home Driveway	Private Driveway	Full Movement
201	2.078	R	Home Driveway	Private Driveway	Full Movement
202	2.083	R	Field Access	Private Driveway	Full Movement
203	2.081	L	Driveway	Private Driveway	Full Movement
204	2.32	R	Field Access	Private Driveway	Full Movement
205	2.322	L	Field Access	Private Driveway	Full Movement
206	2.331	R	Ski Town Village Mobile Home Park	Private Driveway	Full Movement

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control
207	2.419	R	Ski Town Village Mobile Home Park	Private Driveway	Full Movement
208	2.419	L	Riverwalk Drive	Public Street	Full Movement
209	2.462	R	CR 11	Public Street	Full Movement
210	2.515	R	Home Driveway	Private Driveway	Full Movement
211	2.675	R	Home Driveway	Private Driveway	Full Movement
212	2.734	L	Apache Road	Public Street	Full Movement
213	2.73	R	Home Driveway	Private Driveway	Full Movement
214	2.756	R	Garlic Mike's	Business Entrance	Full Movement
215	2.847	R	Shady Island River Park Parking Lot	Public Street	Full Movement
216	2.847	L	Arapahoe Road	Public Street	Full Movement
217	2.94	R	Olden Lane	Public Street	Full Movement
218	2.981	R	Home Driveway	Private Driveway	Full Movement
219	2.996	L	Old Hwy 135/Chinook Trail	Public Street	Full Movement
220	2.998	R	Home Driveway	Private Driveway	Full Movement
221	3.075	R	Home Driveway	Private Driveway	Full Movement
222	3.128	R	Field Access	Private Driveway	Full Movement
223	3.432	L	CR 730	Public Street	Full Movement
224	3.547	R	Field Access	Private Driveway	Full Movement
225	3.547	L	Access to Field	Private Driveway	Full Movement
226	3.707	R	Home Driveway	Private Driveway	Full Movement
227	3.737	R	Home Driveway	Private Driveway	Full Movement
228	3.78	L	Field Access	Private Driveway	Full Movement
229	3.852	R	Field Access	Private Driveway	Full Movement
230	3.867	R	Field Access	Private Driveway	Full Movement
231	3.908	L	Field Access	Private Driveway	Full Movement
232	4.035	R	Home Driveway	Private Driveway	Full Movement
233	4.035	L	Field Access	Private Driveway	Full Movement
234	4.183	L	Field Access	Private Driveway	Full Movement
235	4.398	R	Field Access	Private Driveway	Full Movement
236	4.398	L	Field Access	Private Driveway	Full Movement
237	4.535	L	Field Access	Private Driveway	Full Movement
238	4.648	R	Field Access	Private Driveway	Full Movement
239	4.648	L	Field Access	Private Driveway	Full Movement
240	4.737	R	Driveway	Private Driveway	Full Movement
241	4.908	R	Field Access	Private Driveway	Full Movement
242	4.908	L	Field Access	Private Driveway	Full Movement
243	5.169	R	Field Access	Private Driveway	Full Movement
244	5.183	L	Field Access	Private Driveway	Full Movement
245	5.288	R	Driveway	Private Driveway	Full Movement
246	5.288	L	Field Access	Private Driveway	Full Movement
247	5.479	L	Field Access	Private Driveway	Full Movement
248	5.489	R	Home Driveway	Private Driveway	Full Movement
249	5.524	L	Home Driveway	Private Driveway	Full Movement
250	5.588	R	Home Driveway	Private Driveway	Full Movement
251	5.699	L	Home Driveway	Private Driveway	Full Movement
252	5.88	R	CR 10	Public Street	Full Movement
253	5.88	L	Field Access	Private Driveway	Full Movement
254	6.047	L	CR 8	Public Street	Full Movement
255	6.063	R	Field Access	Private Driveway	Full Movement

Appendix C - Crash History

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mp	date	time	severity	location	road_desc	veh	contour	condition	lighting	weather	limit	acctype	dir	vehicle_1	driver_1	factor_1	speed	veh_move_1	dir	vehicle_2	driver_2	factor_2	speed	veh_move_2
151	7/13/2020	1520	INJ	ON	NON-INTERSECTION	3	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	65	SIDESWIPE (OPPOSITE DIRECTION)	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT	W	MOTORCYCLE	NO IMPAIRMENT SU	NO APPARENT CONTRIB	55	GOING STRAIGHT
151	5/23/2020	1745	INJ	ON	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	65	WILD ANIMAL	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	60	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
151.1	10/13/2019	2245	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	65	WILD ANIMAL	W	PICKUP TRUCK/UTILITY VAN W/TRA	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	65	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
151.5	6/10/2018	2135	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	65	WILD ANIMAL	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
151.6	7/3/2016	225	INJ	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	WET	DARK-UNLIGHTED	RAIN	65	EMBANKMENT CUT/FILL SLOPE	W	SUV	ALCOHOL INVOLVED	EVADING LAW ENFORCEM	UK	GOING STRAIGHT			NO IMPAIRMENT SU	SUSPECTED	-	
151.7	2/8/2017	700	INJ	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-GRADE	SLUSHY	DAYLIGHT	NONE	65	EMBANKMENT CUT/FILL SLOPE	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	50	OTHER			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
151.8	2/16/2017	1730	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	65	WILD ANIMAL	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
151.8	5/25/2019	2010	INJ	OFF LEFT	NON-INTERSECTION	1	CURVE ON-GRADE	DRY	DAWN OR DUSK	NONE	65	OTHER FIXED OBJECT	E	SUV	ALCOHOL INVOLVED	UNKNOWN	65	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
152	2/17/2016	1010	PDO	ON	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	65	WILD ANIMAL	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	SUSPECTED		
152	7/26/2016	1109	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-GRADE	DRY	DAYLIGHT	NONE	45	EMBANKMENT CUT/FILL SLOPE	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	CHANGING LANES			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
152.11	11/8/2016	1730	PDO	ON	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	65	WILD ANIMAL	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	40	SLOWING			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
153.2	9/26/2016	1930	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
153.5	8/11/2016	2145	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
153.8	4/2/2016	700	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	WILD ANIMAL	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	SUSPECTED		
153.8	10/12/2016	1912	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
153.9	10/7/2020	530	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	DOMESTIC ANIMAL	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	SUSPECTED		
153.96	8/21/2020	1445	INJ	ON	AT DRIVEWAY ACCESS	3	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	OVERTAKING TURN	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	MAKING LEFT TURN
154	7/3/2020	1455	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	50	SIDESWIPE (OPPOSITE DIRECTION)	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	50	GOING STRAIGHT	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	50	GOING STRAIGHT
154	8/5/2016	2310	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
154.02	2/8/2017	643	INJ	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	ICY	DAWN OR DUSK	NONE	50	REAR-END	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	25	GOING STRAIGHT	E	SUV	NO IMPAIRMENT SU	UNKNOWN	60	OTHER
154.07	10/24/2017	1530	INJ	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	35	FENCE	W	SUV	ALCOHOL INVOLVED	UNKNOWN	15	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
154.1	8/12/2018	835	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	50	TREE/SHRUBBERY	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
154.1	1/14/2016	1500	PDO	OFF LEFT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	EMBANKMENT CUT/FILL SLOPE	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	55	OTHER			NO IMPAIRMENT SU	SUSPECTED		
154.1	4/28/2016	1745	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	OTHER FIXED OBJECT	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	AVOIDING OBJECT/VEHI			NO IMPAIRMENT SU	SUSPECTED		
154.2	8/6/2019	1305	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	TREE/SHRUBBERY	E	SUV	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
154.3	10/5/2020	650	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	50	WILD ANIMAL	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	SUSPECTED		
154.6	10/7/2017	2130	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
154.9	4/1/2019	1545	INJ	OFF RIGHT	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	50	BICYCLE	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	55	WEAVING	E	BICYCLE	NO IMPAIRMENT SU	NO APPARENT CONTRIB	10	GOING STRAIGHT
154.95	10/16/2018	1730	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	50	WILD ANIMAL	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	40	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155	8/16/2020	1345	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	45	REAR-END	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	30	SLOWING	W	SUV	NO IMPAIRMENT SU	DRIVER INEXPERIENCE	0	STOPPED IN TRAFFIC
155	11/27/2020	1730	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	45	WILD ANIMAL	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	GOING STRAIGHT			NO IMPAIRMENT SU	SUSPECTED		
155	3/6/2019	2020	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	WET	DARK-UNLIGHTED	DW/SLEET/H	50	WILD ANIMAL	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	30	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.02	11/21/2017	1735	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	50	WILD ANIMAL	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.1	9/23/2016	1926	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	50	WILD ANIMAL	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	35	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.4	3/25/2019	1911	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	45	WILD ANIMAL	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	40	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.5	12/19/2019	2058	PDO	OFF RIGHT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	45	INVOLVING OTHER OBJECT	E	PICKUP TRUCK/UTILITY VAN	ALCOHOL INVOLVED	UNKNOWN	45	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.54	6/2/2020	1730	INJ	OFF LEFT	AT INTERSECTION	1	STRAIGHT ON-GRADE	DRY	DAYLIGHT	NONE	35	EMBANKMENT CUT/FILL SLOPE	N	PICKUP TRUCK/UTILITY VAN	ALCOHOL INVOLVED	UNKNOWN	25	WEAVING			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.6	8/13/2020	2200	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	45	WILD ANIMAL	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	SUSPECTED		
155.7	3/19/2018	1340	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	45	SIDESWIPE (SAME DIRECTION)	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	15	MAKING LEFT TURN	E	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	15	MAKING RIGHT TURN
155.76	10/19/2016	740	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	40	BROADSIDE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	20	OTHER	W	PASSENGER CAR/VAN	ALCOHOL INVOLVED	NO APPARENT CONTRIB	45	GOING STRAIGHT
155.8	10/9/2019	225	PDO	OFF RIGHT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	45	GUARD RAIL	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER FATIGUE	40	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.8	7/20/2018	650	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	35	SIDESWIPE (SAME DIRECTION)	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	35	GOING STRAIGHT	E	HIT & RUN - UNKNOV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	OTHER
155.8	12/21/2020	1040	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	35	OVERTAKING TURN	W	SUV	NO IMPAIRMENT SUSPEC	UNKNOWN	35	PASSING	W	OTHER - SEE REPORT	NO IMPAIRMENT SU	NO APPARENT CONTRIB	10	MAKING LEFT TURN
155.8	5/23/2019	1615	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	45	WILD ANIMAL	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.9	2/26/2017	930	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	45	WILD ANIMAL	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	40	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.9	4/11/2019	1545	PDO	OFF RIGHT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	45	GUARD RAIL	W	SUV	ALCOHOL INVOLVED	UNKNOWN	45	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.9	8/5/2016	1730	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	WET	DAYLIGHT	NONE	45	WILD ANIMAL	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	35	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.9	7/4/2019	2210	PDO	OFF RIGHT	AT INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	45	EMBANKMENT CUT/FILL SLOPE	NW	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER UNFAMILIAR WIT	20	MAKING LEFT TURN			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
155.91	3/10/2017	900	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	45	REAR-END	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	5	MAKING RIGHT TURN	E	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	DRIVER PREOCCUPIED	0	STOPPED IN TRAFFIC
155.99	5/30/2016	1210	PDO	OFF LEFT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	45	TREE/SHRUBBERY	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	45	GOING STRAIGHT			NO IMPAIRMENT SU	SUSPECTED		
156.21	10/13/2018	1420	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	40	REAR-END	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	40	GOING STRAIGHT	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
156.38	10/27/2020	825	PDO	ON	AT INTERSECTION	2	UNKNOWN	DRY	DAYLIGHT	NONE	UK	SIDESWIPE (SAME DIRECTION)	UK	UNKNOWN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	UNKNOWN	UK	UNKNOWN	NO IMPAIRMENT SU	UNKNOWN	UK	UNKNOWN
156.4	11/5/2016	420	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	WET	DARK-UNLIGHTED	RAIN	65	WILD ANIMAL	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	65	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
156.43	10/25/2019	0	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DARK-LIGHTED	NONE	35	REAR-END	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	40	GOING STRAIGHT	S	PASSENGER CAR/VAN	NO IMPAIRMENT SU	UNKNOWN	35	GOING STRAIGHT
156.44	7/2/2019	1521	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	35	REAR-END	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	E	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	SLOWING
156.44	12/29/2017	1546	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	MAKING LEFT TURN	S	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING LEFT TURN
156.45	6/26/2017	1306	PDO	ON	NON-INTERSECTION	3	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	SIDESWIPE (OPPOSITE DIRECTION)	N	HIT & RUN - UNKNOWN	NO IMPAIRMENT SUSPEC	DRIVER PREOCCUPIED	UK	WRONG WAY	S	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
156.5	3/7/2020	1336	INJ	OFF RIGHT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	45	TREE/SHRUBBERY	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	35	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
156.62	12/4/2019	0	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-LIGHTED	NONE	35	WILD ANIMAL	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	35	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
156.66	9/26/2018	2030	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	40	BROADSIDE	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DISTRACTED BY PASSENG	10	GOING STRAIGHT	S	PASSENGER CAR/VAN	NO IMPAIRMENT SU	DRIVER INEXPERIENCE	65	GOING STRAIGHT
156.66	9/13/2018	2105	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	35	WILD ANIMAL	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	30	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
156.77	11/5/2018	0	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	MAKING RIGHT TURN	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
156.77	11/18/2016	1619	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	UK	BROADSIDE	SW	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	E	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
156.86	4/19/2016	950	PDO	ON	AT INTERSECTION	2	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	35	APPROACH TURN	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	15	MAKING LEFT TURN	E	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	30	GOING STRAIGHT
156.87	6/29/2016	1125	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	30	BROADSIDE	SW	MOTOR HOME	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	5	MAKING RIGHT TURN	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	25	GOING STRAIGHT
156.87	8/16/2016	1145	PDO	OFF RIGHT	AT INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	35	SIGN	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	5	MAKING RIGHT TURN			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
156.87	11/29/2017	1341	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	APPROACH TURN	E	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	MAKING LEFT TURN	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
156.87	1/8/2017	1545	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	DW/SLEET/H	35	BROADSIDE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	25	MAKING LEFT TURN	W	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	10	GOING STRAIGHT
156.87	11/27/2017	1933	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DARK-LIGHTED	NONE	UK	APPROACH TURN	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	MAKING LEFT TURN	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
156.88	5/19/2018	1513	PDO	ON	AT DRIVEWAY ACCESS	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	MAKING LEFT TURN	E	SUV	NO IMPAIRMENT SU	DRIVER INEXPERIENCE	UK	GOING STRAIGHT

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mp	date	time	severity	location	road_desc	veh	contour	condition	lighting	weather	limit	acctype	dir	vehicle_1	driver_1	factor_1	speed	veh_move_1	dir	vehicle_2	driver_2	factor_2	speed	veh_move_2
156.94	1/5/2017	1	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	)W/SLEET/H	UK	SIDESWIPE (SAME DIRECTION)	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	CHANGING LANES	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
156.94	12/4/2018	1000	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	30	BROADSIDE	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	15	GOING STRAIGHT	E	TRUCK GVW > 10K/B	NO IMPAIRMENT SU	NO APPARENT CONTRIB	35	GOING STRAIGHT
156.94	1/16/2016	1011	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NONE	35	REAR-END	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	E	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
156.94	1/11/2017	1101	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NONE	UK	BROADSIDE	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	MAKING LEFT TURN	E	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
156.94	12/19/2018	1200	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	WET	DAYLIGHT	)W/SLEET/H	UK	BROADSIDE	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	GOING STRAIGHT	E	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
156.94	7/17/2018	1531	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	SIDESWIPE (SAME DIRECTION)	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	MAKING RIGHT TURN	S	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING RIGHT TURN
156.94	8/23/2016	1545	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
156.95	2/9/2019	0	PDO	OFF LEFT	AT INTERSECTION	1	CURVE ON-LEVEL	ICY	DARK-UNLIGHTED	NONE	30	EMBANKMENT CUT/FILL SLOPE	SW	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	25	MAKING RIGHT TURN			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
156.96	12/14/2020	1900	PDO	ON	INTERSECTION RELATED	2	UNKNOWN	SNOWY	DARK-LIGHTED	UNKNOWN	25	SIDESWIPE (SAME DIRECTION)	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING RIGHT TURN
156.97	9/18/2018	1810	PDO	ON	AT DRIVEWAY ACCESS	2	STRAIGHT ON-GRADE	DRY	DAYLIGHT	NONE	35	BROADSIDE	S	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	10	MAKING LEFT TURN	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	30	GOING STRAIGHT
156.98	12/28/2017	0	PDO	)FF IN MEDIA	INTERSECTION RELATED	2	STRAIGHT ON-GRADE	ICY	DAYLIGHT	NONE	35	SIDESWIPE (OPPOSITE DIRECTION)	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	OTHER	E	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	40	GOING STRAIGHT
157	6/17/2016	728	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	MAKING RIGHT TURN	E	MOTORCYCLE	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157	2/18/2019	1130	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NONE	UK	BROADSIDE	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	MAKING LEFT TURN	W	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157	7/8/2016	1530	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	W	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157	7/12/2017	1552	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	W	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157	9/16/2017	1643	INJ	ON	AT DRIVEWAY ACCESS	2	STRAIGHT ON-GRADE	DRY	DAYLIGHT	NONE	35	APPROACH TURN	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	MAKING LEFT TURN	E	MOTORCYCLE	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.04	7/31/2019	1050	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	35	REAR-END	W	PICKUP TRUCK/UTILITY VAN W/TRA	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBUTING FACT		STOPPED IN TRAFFIC	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.04	12/29/2019	1758	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DARK-UNLIGHTED	NONE	UK	BROADSIDE	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	GOING STRAIGHT	E	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.1	1/7/2019	830	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	SNOWY	DAYLIGHT	)W/SLEET/H	UK	REAR-END	E	SUV	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	E	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157.11	12/17/2019	800	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	35	BROADSIDE	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	10	MAKING LEFT TURN	E	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	10	MAKING U-TURN
157.11	10/9/2020	1051	PDO	ON	NON-INTERSECTION	2	UNKNOWN	DRY	DAYLIGHT	NONE	25	PARKED MOTOR VEHICLE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	5	ENTERING/LEAVING PAR	UK	UNKNOWN	NO IMPAIRMENT SU	UNKNOWN	UK	UNKNOWN
157.17	3/14/2017	750	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-GRADE	DRY	DAYLIGHT	NONE	35	REAR-END	E	SUV	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	E	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.18	6/12/2018	1200	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	35	APPROACH TURN	E	PASSENGER CAR/VAN	RX/MEDICATION/DRUGS	DRIVER PREOCCUPIED	10	MAKING LEFT TURN	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	30	GOING STRAIGHT
157.18	9/9/2020	1230	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	SNOWY	DAYLIGHT	)W/SLEET/H	30	REAR-END	S	SUV	NO IMPAIRMENT SUSPEC	UNKNOWN	5	GOING STRAIGHT	S	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157.18	11/24/2018	1759	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DARK-UNLIGHTED	)W/SLEET/H	UK	BROADSIDE	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	S	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING LEFT TURN
157.18	6/23/2020	1855	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	MAKING LEFT TURN	W	PASSENGER CAR/VAI	NO IMPAIRMENT SU	UNKNOWN	UK	GOING STRAIGHT
157.19	3/22/2019	1313	PDO	OFF RIGHT	AT DRIVEWAY ACCESS	1	STRAIGHT ON-LEVEL	WET	DAYLIGHT	NONE	UK	LIGHT/UTILITY POLE	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	MAKING RIGHT TURN			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
157.2	9/13/2017	1000	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	E	SUV	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	E	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157.21	1/19/2016	1	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY ROAD T	DAYLIGHT	NONE	30	APPROACH TURN	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	10	MAKING LEFT TURN	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	30	GOING STRAIGHT
157.25	10/28/2016	1410	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	PARKED MOTOR VEHICLE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	BACKING	UK	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
157.25	6/4/2019	1550	INJ	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	25	REAR-END	S	SUV	NO IMPAIRMENT SUSPEC	DRIVER PREOCCUPIED	1	MAKING RIGHT TURN	S	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING RIGHT TURN
157.3	12/6/2016	1250	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	30	PARKED MOTOR VEHICLE	S	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	GOING STRAIGHT	UK	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
157.32	7/31/2017	1238	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	35	BICYCLE	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	31	GOING STRAIGHT	N	BICYCLE	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.32	6/20/2017	1652	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	PARKED MOTOR VEHICLE	NW	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	BACKING	UK	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
157.32	10/30/2018	2126	PDO	OFF RIGHT	AT INTERSECTION	1	STRAIGHT ON-LEVEL	WET	DARK-LIGHTED	RAIN	35	LIGHT/UTILITY POLE	E	PICKUP TRUCK/UTILITY VAN W/TRA	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	UK	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
157.32	7/6/2018	2133	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DARK-LIGHTED	NONE	UK	BICYCLE	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	N	BICYCLE	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.35	12/17/2016	1244	PDO	OFF RIGHT	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	SNOWY	DAYLIGHT	NONE	25	PARKED MOTOR VEHICLE	E	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	GOING STRAIGHT	E	UNKNOWN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
157.35	7/17/2020	1649	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	5	REAR-END	E	MOTOR HOME	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	35	GOING STRAIGHT	E	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	35	STOPPED IN TRAFFIC
157.38	6/11/2020	1345	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	30	BROADSIDE	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	5	ENTERING/LEAVING PAR	E	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157.39	6/2/2020	0	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	UNKNOWN	UK	SIDESWIPE (SAME DIRECTION)	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	MAKING RIGHT TURN	E	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING LEFT TURN
157.39	10/24/2017	825	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	25	SIDESWIPE (SAME DIRECTION)	S	TRUCK GVW > 10K/BUSSES > 15 PEC	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	3	AVOIDING OBJECT/VEHI	S	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157.39	6/27/2019	830	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	BACKING	E	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.39	6/1/2018	915	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	PEDESTRIAN	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	MAKING RIGHT TURN	UK	OTHER - SEE REPORT	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	OTHER
157.39	10/25/2020	916	PDO	ON	AT INTERSECTION	1	UNKNOWN	DRY	DAYLIGHT	WIND	25	PEDESTRIAN	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	10	MAKING RIGHT TURN			NO IMPAIRMENT SUSPECTED			
157.39	1/16/2016	924	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NONE	UK	APPROACH TURN	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	MAKING LEFT TURN	S	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	ENTER/LEAVE PARKED
157.39	7/21/2017	1055	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	35	BROADSIDE	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	S	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.39	11/9/2020	1225	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	WET	DAYLIGHT	)W/SLEET/H	25	BROADSIDE	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	15	MAKING LEFT TURN	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	25	GOING STRAIGHT
157.39	4/19/2016	1314	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	WILD ANIMAL	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
157.39	7/23/2018	1515	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER PREOCCUPIED	UK	GOING STRAIGHT	E	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157.39	9/18/2018	1758	PDO	ON	AT INTERSECTION	3	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157.39	6/26/2018	1904	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	35	SIDESWIPE (SAME DIRECTION)	W	SUV	NO IMPAIRMENT SUSPEC	DISTRACTED BY PASSENG	10	MAKING RIGHT TURN	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	8	MAKING RIGHT TURN
157.4	6/6/2018	1000	INJ	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	OVERTAKING TURN	E	SUV	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	MAKING LEFT TURN	E	MOTORCYCLE	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.45	11/17/2016	1723	INJ	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	WET	DARK-LIGHTED	)W/SLEET/H	35	PEDESTRIAN	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	35	GOING STRAIGHT	N	OTHER - SEE REPORT	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.46	10/26/2020	840	PDO	ON	UNKNOWN	2	UNKNOWN	ICY	DAYLIGHT	UNKNOWN	UK	UNKNOWN	UK	UNKNOWN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	UNKNOWN	UK	UNKNOWN	NO IMPAIRMENT SU	UNKNOWN	UK	UNKNOWN
157.46	7/8/2018	1215	PDO	ON	AT DRIVEWAY ACCESS	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	N	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING LEFT TURN
157.46	9/28/2018	1310	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	W	SUV	NO IMPAIRMENT SU	UNKNOWN	0	STOPPED IN TRAFFIC
157.46	9/28/2018	1310	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	W	SUV	NO IMPAIRMENT SU	UNKNOWN	0	STOPPED IN TRAFFIC
157.46	11/5/2018	1350	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	MAKING RIGHT TURN	W	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING LEFT TURN
157.53	3/6/2019	826	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	)W/SLEET/H	UK	BROADSIDE	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	MAKING RIGHT TURN	S	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.54	9/22/2017	1315	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	E	SUV	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	E	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157.6	2/19/2019	700	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	SNOWY	DAYLIGHT	)W/SLEET/H	UK	BROADSIDE	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	W	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.6	9/16/2016	2054	PDO	OFF RIGHT	AT DRIVEWAY ACCESS	2	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	UK	PARKED MOTOR VEHICLE	N	SUV	NO IMPAIRMENT SUSPEC	DRIVER UNFAMILIAR WIT	UK	GOING STRAIGHT	UK	PASSENGER CAR/VAI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
157.6	1/8/2017	2059	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	SNOWY	DARK-UNLIGHTED	)W/SLEET/H	UK	APPROACH TURN	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	MAKING LEFT TURN	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
157.67	3/7/2016	2029	INJ	OFF RIGHT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-LIGHTED	NONE	35	LIGHT/UTILITY POLE	E	PICKUP TRUCK/UTILITY VAN	ALCOHOL INVOLVED	UNKNOWN	35	OTHER			NO IMPAIRMENT SUSPECTED			
157.73	9/18/2018	1638	PDO	ON	IN ALLEY	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	APPROACH TURN	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	E	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING LEFT TURN
157.88	11/7/2018	903	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	SLOWING	E	PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
157.89	7/4/2016	1715	PDO	OFF RIGHT	AT INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	30	LIGHT/UTILITY POLE	NW	TRUCK GVW > 10K/BUSSES > 15 PEC	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	5	MAKING RIGHT TURN			NO IMPAIRMENT SU	NO APPARENT CONTRIB	-	
157.91	1/8/2017	1525	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	)W/SLEET/H	35	APPROACH TURN	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	25	MAKING LEFT TURN		PICKUP TRUCK/UTILI	NO IMPAIRMENT SU	NO APPARENT CONTRIB	10	GOING STRAIGHT
157.95	6/16/2018	1154	INJ	ON	AT INTERSECTION	3	STRAIGHT ON-LEVEL	WET	DAYLIGHT	RAIN	35	REAR-END	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER UNFAMILIAR WIT	0	STOPPED IN TRAFFIC	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	8	SLOWING

CO 135

mp	date	time	severity	location	road_desc	veh	contour	condition	lighting	weather	limit	acctype	dir	vehicle_1	driver_1	factor_1	speed	veh_move_1	dir	vehicle_2	driver_2	factor_2	speed	veh_move_2
0.02	2/10/2018	1705	PDO	ON	AT DRIVEWAY ACCESS	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NOW/SLEET/HA	25	PARKED MOTOR VEHICLE	S	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	20	OTHER	S	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
1.00	1/18/2019	700	PDO	ON	AT DRIVEWAY ACCESS	2	STRAIGHT ON-LEVEL	SNOWY	DAWN OR DUSK	NOW/SLEET/HA	40	SIDESWIPE (SAME DIRECTION)	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	10	CHANGING LANES	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	40	GOING STRAIGHT
1.60	9/15/2020	2000	INJ	ON	AT DRIVEWAY ACCESS	2	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	REAR-END	N	SUV	ALCOHOL INVOLVED	UNKNOWN	55	GOING STRAIGHT	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	5	OTHER
1.90	7/16/2019	955	INJ	OFF RIGHT	AT DRIVEWAY ACCESS	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	PEDESTRIAN	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	5	BACKING	UK	OTHER - SEE REPORT	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	OTHER
2.10	8/15/2017	1349	INJ	ON	AT DRIVEWAY ACCESS	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	REAR-END	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER PREOCCUPIED	55	GOING STRAIGHT	S	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
2.30	9/22/2016	820	PDO	ON	AT DRIVEWAY ACCESS	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	OVERTAKING TURN	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	15	MAKING U-TURN	N	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	55	GOING STRAIGHT
0.08	4/4/2018	727	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	30	BROADSIDE	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	S	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.08	5/10/2017	755	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	25	BROADSIDE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	25	GOING STRAIGHT	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.08	5/17/2019	840	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-GRADE	WET	DAYLIGHT	RAIN	25	SIDESWIPE (SAME DIRECTION)	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	OTHER	N	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	OTHER
0.08	2/24/2016	1525	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	25	BROADSIDE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	10	GOING STRAIGHT	W	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	10	GOING STRAIGHT
0.08	7/23/2018	1700	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	25	REAR-END	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	15	SLOWING	S	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
0.15	7/31/2017	825	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	25	BROADSIDE	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	10	GOING STRAIGHT	N	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	25	GOING STRAIGHT
0.15	2/9/2018	1205	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	N	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	SLOWING
0.15	2/17/2019	1250	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	SNOWY	DAYLIGHT	NONE	UK	PARKED MOTOR VEHICLE	NW	TRUCK GVW > 10K/BUSSES > 1	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	MAKING RIGHT TURN	N	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
0.15	11/15/2016	1540	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	25	BROADSIDE	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	GOING STRAIGHT	S	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.15	11/25/2020	1653	PDO	ON	AT INTERSECTION	2	UNKNOWN	DRY	DAYLIGHT	NONE	25	APPROACH TURN	S	PICKUP TRUCK/UTILITY VAN	ALCOHOL INVOLVED	UNKNOWN	10	MAKING LEFT TURN	N	SUV	ALCOHOL INVOLVED	NO APPARENT CONTRIB	20	GOING STRAIGHT
0.38	8/16/2017	1740	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-GRADE	DRY	DAYLIGHT	NONE	30	PEDESTRIAN	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER UNFAMILIAR WIT	30	GOING STRAIGHT	E	OTHER - SEE REPORT	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.45	9/19/2016	722	INJ	ON	AT INTERSECTION	3	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	UK	REAR-END	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	E	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.45	3/4/2019	819	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NONE	UK	BROADSIDE	S	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	UK	MAKING RIGHT TURN	E	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
0.45	1/17/2016	1620	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	WET	DAYLIGHT	NONE	30	BROADSIDE	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	S	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.47	12/14/2017	804	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NONE	UK	REAR-END	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	SLOWING	S	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	SLOWING
0.55	8/15/2017	2015	INJ	ON	AT INTERSECTION	3	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	UK	BROADSIDE	W	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	S	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.60	9/12/2017	1615	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	30	BROADSIDE	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	10	MAKING LEFT TURN	N	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	25	GOING STRAIGHT
0.74	10/30/2017	720	INJ	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	40	APPROACH TURN	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER FATIGUE	45	MAKING LEFT TURN	N	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	37	GOING STRAIGHT
0.74	7/20/2016	1050	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	30	BROADSIDE	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	10	GOING STRAIGHT	N	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	30	GOING STRAIGHT
0.74	1/3/2020	1324	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	WET	DAYLIGHT	NONE	UK	BROADSIDE	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	N	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.74	7/6/2018	1813	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	E	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
1.20	1/6/2017	2155	PDO	ON	AT INTERSECTION	2	CURVE ON-LEVEL	ICY W/VIS IC	DARK-UNLIGHTED	NONE	55	SIDESWIPE (OPPOSITE DIRECTION)	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	OTHER	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	35	GOING STRAIGHT
1.70	1/7/2018	1700	INJ	ON	AT INTERSECTION	2	CURVE ON-LEVEL	ICY	DAWN OR DUSK	NOW/SLEET/HA	55	SIDESWIPE (OPPOSITE DIRECTION)	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	OTHER	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	30	SLOWING
2.40	7/6/2016	2050	PDO	OFF LEFT	AT INTERSECTION	1	CURVE ON-LEVEL	DRY	DAWN OR DUSK	NONE	55	SIGN	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	55	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
2.50	3/17/2016	1245	PDO	ON	AT INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	SIDESWIPE (SAME DIRECTION)	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	55	AVOIDING OBJECT/VEHI	N	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING LEFT TURN
3.50	1/18/2020	905	PDO	OFF RIGHT	AT INTERSECTION	1	STRAIGHT ON-LEVEL	ICY W/VIS IC	DAYLIGHT	NONE	55	FENCE	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	35	PASSING			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
0.07	12/5/2016	1718	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-GRADE	DRY	DARK-LIGHTED	NONE	25	REAR-END	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	GOING STRAIGHT	S	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	SLOWING
0.45	6/13/2016	1710	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-GRADE	WET	DAYLIGHT	RAIN	30	REAR-END	E	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	0	STOPPED IN TRAFFIC	E	PASSENGER CAR/VAN	NO IMPAIRMENT SU	DRIVER PREOCCUPIED	UK	SLOWING
0.60	1/5/2017	928	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	SNOWY	DAYLIGHT	NOW/SLEET/HA	UK	BROADSIDE	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	N	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	MAKING LEFT TURN
0.60	5/1/2019	1910	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	MAKING LEFT TURN	E	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.62	8/13/2020	1730	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	BROADSIDE	W	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	MAKING LEFT TURN	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.75	11/16/2016	1529	INJ	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	S	PICKUP TRUCK/UTILITY VAN W	NO IMPAIRMENT SUSPEC	DRIVER PREOCCUPIED	UK	GOING STRAIGHT	S	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.92	1/4/2017	812	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	SNOWY	DAYLIGHT	NOW/SLEET/HA	UK	BROADSIDE	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	MAKING LEFT TURN	N	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
1.28	6/10/2018	1515	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	20	REAR-END	W	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	5	BACKING	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
2.50	2/10/2018	1700	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-GRADE	WET W/VIS	DAWN OR DUSK	NONE	55	REAR-END	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	10	GOING STRAIGHT	S	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	55	GOING STRAIGHT
2.60	8/11/2019	2104	INJ	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	UK	PEDESTRIAN	E	OTHER - SEE REPORT	ALCOHOL INVOLVED	NO APPARENT CONTRIBU	UK	OTHER	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	40	SLOWING
2.70	8/17/2018	930	PDO	OFF RIGHT	INTERSECTION RELATED	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	LARGE BOULDERS OR ROCKS	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER FATIGUE	55	OTHER			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
2.96	8/10/2019	1645	INJ	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	SIDESWIPE (SAME DIRECTION)	N	SUV	NO IMPAIRMENT SUSPEC	DRIVER PREOCCUPIED	55	GOING STRAIGHT	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
2.96	7/27/2019	2125	INJ	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	REAR-END	N	PASSENGER CAR/VAN	ALCOHOL/DRUGS	UNKNOWN	70	GOING STRAIGHT	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	50	GOING STRAIGHT
3.20	2/16/2016	625	PDO	ON	INTERSECTION RELATED	1	CURVE ON-GRADE	DRY	DAWN OR DUSK	NONE	55	DOMESTIC ANIMAL	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	SLOWING			NO IMPAIRMENT SUSPECTED			
7.00	12/27/2019	1238	PDO	ON	INTERSECTION RELATED	2	STRAIGHT ON-LEVEL	SNOWY	DAYLIGHT	NOW/SLEET/HA	55	REAR-END	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT	N	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	STOPPED IN TRAFFIC
0.01	8/5/2016	1000	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	PARKED MOTOR VEHICLE	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	0	ENTERING/LEAVING PAR	UK	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
0.01	2/9/2019	2139	PDO	ON	NON-INTERSECTION	3	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	UK	PARKED MOTOR VEHICLE	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	0	PARKED	S	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.07	1/15/2016	1208	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NONE	30	REAR-END	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	5	BACKING	NW	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	15	GOING STRAIGHT
0.13	6/24/2017	900	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	25	PARKED MOTOR VEHICLE	S	MOTOR HOME	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	5	BACKING	UK	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
0.15	7/15/2020	0	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	NW	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	30	BACKING	E	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	30	STOPPED IN TRAFFIC
0.15	10/17/2016	1711	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	30	PARKED MOTOR VEHICLE	NW	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	3	ENTERING/LEAVING PAR	NW	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
0.15	6/5/2019	1715	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	REAR-END	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	BACKING	W	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.15	2/20/2019	1735	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NONE	UK	ROAD MAINTENANCE EQUIPMENT	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	BACKING	UK	OTHER - SEE REPORT	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	BACKING
0.17	7/23/2020	1130	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	PARKED MOTOR VEHICLE	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT	UK	UNKNOWN	NO IMPAIRMENT SU	UNKNOWN	UK	UNKNOWN
0.21	2/17/2020	725	PDO	OFF LEFT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	ICY	DAWN OR DUSK	NONE	UK	EMBANKMENT CUT/FILL SLOPE	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	OTHER			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
0.67	8/25/2017	2145	INJ	ON	NON-INTERSECTION	2	STRAIGHT ON-GRADE	DRY	DARK-UNLIGHTED	NONE	40	BICYCLE	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER PREOCCUPIED	UK	OTHER	N	BICYCLE	NO IMPAIRMENT SU	UNKNOWN	UK	GOING STRAIGHT
0.82	8/24/2018	935	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	UK	SIDESWIPE (SAME DIRECTION)	N	OTHER - SEE REPORT	NO IMPAIRMENT SUSPEC	UNKNOWN	UK	CHANGING LANES	N	PASSENGER CAR/VAN	NO IMPAIRMENT SU	NO APPARENT CONTRIB	UK	GOING STRAIGHT
0.92	10/19/2016	1918	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-LIGHTED	NONE	UK	WILD ANIMAL	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
1.00	3/29/2016	1300	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	VEHICLE CARGO/DEBRIS	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT	S	PICKUP TRUCK/UTILITY V	NO IMPAIRMENT SU	NO APPARENT CONTRIB	55	GOING STRAIGHT
1.10	2/4/2018	359	INJ	OFF LEFT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	30	EMBANKMENT CUT/FILL SLOPE	S	SUV	ALCOHOL INVOLVED	UNKNOWN	30	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
1.10	11/14/2017	1745	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
1.28	11/22/2016	1910	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	57	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
1.30	7/24/2016	1450	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	DELINEATOR POST	S	PICKUP TRUCK/UTILITY VAN	ALCOHOL INVOLVED	UNKNOWN	55	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			

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mp	date	time	severity	location	road_desc	veh	contour	condition	lighting	weather	limit	acctype	dir	vehicle_1	driver_1	factor_1	speed	veh_move_1	dir	vehicle_2	driver_2	factor_2	speed	veh_move_2
1.30	1/4/2019	1600	PDO	ON	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	WILD ANIMAL	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
1.40	9/27/2019	1705	PDO	ON	NON-INTERSECTION	2	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	UK	SIDESWIPE (SAME DIRECTION)	N	HIT & RUN - UNKNOWN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	UK	OTHER	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	50	GOING STRAIGHT
1.70	6/5/2018	100	INJ	OFF LEFT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	TREE/SHRUBBERY	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
1.70	3/5/2018	155	INJ	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	DOMESTIC ANIMAL	E	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
1.90	3/13/2019	730	PDO	OFF RIGHT	NON-INTERSECTION	3	STRAIGHT ON-LEVEL	ICY	DAYLIGHT	NOW/SLEET/HA	55	OTHER FIXED OBJECT	N	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	50	OTHER	N	PICKUP TRUCK/UTILITY	NO IMPAIRMENT SU	NO APPARENT CONTRIB	0	PARKED
1.90	10/1/2016	1646	PDO	OFF RIGHT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	OVERTURNING	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	55	WEAVING			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
2.00	1/13/2020	1800	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
2.10	2/24/2016	1720	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	55	WILD ANIMAL	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
2.20	7/5/2018	2040	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
2.30	7/20/2016	2200	INJ	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
2.40	7/21/2018	1450	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	WET	DAYLIGHT	RAIN	55	WILD ANIMAL	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	35	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
2.40	10/6/2017	2050	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
2.80	7/22/2020	2340	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
2.86	1/21/2016	1755	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
3.00	8/26/2018	1930	PDO	ON	NON-INTERSECTION	1	CURVE ON-GRADE	DRY	DAWN OR DUSK	NONE	55	WILD ANIMAL	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
3.02	1/20/2016	1640	PDO	ON	NON-INTERSECTION	2	CURVE ON-LEVEL	ICY	DAYLIGHT	NOW/SLEET/HA	55	HEAD-ON	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	50	OTHER	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	45	GOING STRAIGHT
3.20	9/15/2019	948	INJ	ON	NON-INTERSECTION	1	CURVE ON-GRADE	DRY	DAYLIGHT	NONE	55	OVERTURNING	S	MOTORCYCLE	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	60	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
3.20	1/20/2016	1730	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	ICY	DAWN OR DUSK	NOW/SLEET/HA	55	OVERTURNING	N	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	40	OTHER			NO IMPAIRMENT SUSPECTED			
3.50	11/4/2020	1914	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	S	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	40	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
4.20	9/14/2017	2035	PDO	ON	NON-INTERSECTION	1	CURVE ON-LEVEL	WET	DARK-UNLIGHTED	RAIN	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
4.40	9/9/2019	640	PDO	OFF RIGHT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	55	GUARD RAIL	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER PREOCCUPIED	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
4.40	10/16/2017	1417	PDO	OFF RIGHT	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	FENCE	S	SUV	NO IMPAIRMENT SUSPEC	ILLNESS	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
4.60	9/16/2017	312	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
4.70	1/9/2020	2120	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	SNOWY	DARK-UNLIGHTED	NOW/SLEET/HA	55	DELINEATOR POST	S	TRUCK GVW > 10K/BUSSES > 1	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
4.80	7/31/2019	1615	PDO	OFF LEFT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	TREE/SHRUBBERY	S	PICKUP TRUCK/UTILITY VAN W	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
4.98	9/28/2016	810	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	WILD ANIMAL	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
5.10	10/27/2018	1900	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
5.20	7/30/2018	1215	INJ	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	OVERTURNING	S	SUV	NO IMPAIRMENT SUSPEC	ASLEEP AT WHEEL	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
5.20	5/4/2017	2025	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	55	WILD ANIMAL	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	51	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
5.50	12/19/2017	800	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	WILD ANIMAL	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
5.50	10/11/2016	1530	PDO	ON	NON-INTERSECTION	2	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	SIDESWIPE (SAME DIRECTION)	S	PASSENGER CAR/VAN	ALCOHOL/DRUGS	UNKNOWN	70	PASSING	S	PICKUP TRUCK/UTILITY	NO IMPAIRMENT SU	NO APPARENT CONTRIB	60	GOING STRAIGHT
5.50	10/26/2018	1820	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAWN OR DUSK	NONE	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
5.60	10/27/2016	630	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
5.80	10/17/2018	735	PDO	ON	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.10	11/9/2019	1730	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DAYLIGHT	NONE	55	WILD ANIMAL	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.20	4/10/2016	1445	PDO	ON	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	WILD ANIMAL	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
6.20	12/12/2019	1710	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.40	4/15/2016	525	INJ	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	OVERTURNING	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	UNKNOWN	55	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
6.40	3/13/2019	1810	PDO	OFF LEFT	NON-INTERSECTION	1	CURVE ON-LEVEL	ICY	DAYLIGHT	WIND	55	GUARD RAIL	S	SUV	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	40	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.40	2/28/2017	1840	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	ICY	DAWN OR DUSK	NONE	55	EMBANKMENT CUT/FILL SLOPE	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	OTHER			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.45	12/14/2016	800	PDO	ON	NON-INTERSECTION	2	CURVE ON-GRADE	ICY	DAYLIGHT	NOW/SLEET/HA	55	SIDESWIPE (OPPOSITE DIRECTION)	S	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	40	OTHER	N	SUV	NO IMPAIRMENT SU	NO APPARENT CONTRIB	40	AVOIDING OBJECT
6.50	11/8/2016	1500	PDO	ON	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	WILD ANIMAL	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	AVOIDING OBJECT/VEHI			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.50	12/23/2019	1500	INJ	OFF LEFT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DAYLIGHT	NONE	55	SIGN	N	SUV	NO IMPAIRMENT SUSPEC	DRIVER PREOCCUPIED	60	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.50	12/22/2017	1755	INJ	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	SIGN	N	PASSENGER CAR/VAN	RX/MEDICATION/DRUGS	DRIVER INEXPERIENCE	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.50	11/9/2020	2025	PDO	OFF LEFT	NON-INTERSECTION	1	CURVE ON-LEVEL	ICY	DARK-UNLIGHTED	NOW/SLEET/HA	55	OVERTURNING	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	45	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
6.60	3/7/2019	630	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	ICY W/VIS IC	DARK-UNLIGHTED	NONE	55	EMBANKMENT CUT/FILL SLOPE	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	45	OTHER			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.70	1/17/2017	730	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-GRADE	ICY	DAYLIGHT	NONE	55	OVERTURNING	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	50	OTHER			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.80	11/20/2017	1820	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
6.88	5/20/2016	2100	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SUSPECTED			
6.90	4/28/2019	645	PDO	ON	NON-INTERSECTION	1	CURVE ON-LEVEL	WET	DAWN OR DUSK	RAIN	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
7.00	1/7/2018	700	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	ICY W/VIS IC	DAYLIGHT	NONE	55	CONCRETE BARRIER	N	PASSENGER CAR/VAN	NO IMPAIRMENT SUSPEC	DRIVER INEXPERIENCE	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
7.00	1/7/2017	1000	PDO	OFF RIGHT	NON-INTERSECTION	1	CURVE ON-LEVEL	ICY W/VIS IC	DAYLIGHT	NONE	55	GUARD RAIL	N	PICKUP TRUCK/UTILITY VAN	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	40	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
7.00	12/4/2019	1710	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	S	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	55	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		
7.00	10/11/2018	1820	PDO	ON	NON-INTERSECTION	1	STRAIGHT ON-LEVEL	DRY	DARK-UNLIGHTED	NONE	55	WILD ANIMAL	N	SUV	NO IMPAIRMENT SUSPEC	NO APPARENT CONTRIBU	50	GOING STRAIGHT			NO IMPAIRMENT SU	NO APPARENT CONTRIB		

Appendix D - Intergovernmental Agreement

Appendix E - Access Control Plan Tables

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
1	151.225	L	CR 726	Public Street	Full Movement	Move/Realign	Full movement intersection (aligned with Access #2) with potential for signalization. Access shall be realigned to reduce skew and line up with with Access #2.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
2	151.225	R	Cooper Ranch Trail Access	Public Street	Full Movement	Move/Realign	Full movement intersection (aligned with Access #1) with potential for signalization. Access shall be realigned to reduce skew and line up with with Access #1.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	align south with north leg
3	151.835	R	Neversink Trail Access	Public Street	Full Movement	Move/Realign	Full movement intersection (aligned with Accesses #4 and #5) with potential for signalization. Access #3 shall be realigned to reduce skew and line up with with Accesses #4 and #5	When property redevelops, a public project is funded, or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	align south with north leg
4	151.857	L	Prosper Lane	Public Street	Full Movement	No Change	Combine Access #4 and #5 into one full movement intersection (aligned with new Access #3r) with adequate queueing distance from US 50 and potential for signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
5	151.857	L	Phelps Ln	Public Street	Full Movement	No Change	Combine Access #4 and #5 into one full movement intersection (aligned with new Access #3r) with adequate queueing distance from US 50 and potential for signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
6	152.029	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easement to Moncriff Parcel #378707000091 to the east must be obtained/granted upon access change.	Temporary access until parcel to the east develops with local roadway connection
7	152.162	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
8	152.162	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easement to Moncriff Parcel #378707000091 to the east must be obtained/granted upon access change.	cross parcel access/ local road connection
9	152.483	R	Home Driveway	Private Driveway	Full Movement	No Change	Full movement intersection (aligned with Access #10) with potential for signalization.	When property redevelops, a public project is funded, or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
10	152.483	L	Field Access	Private Driveway	Full Movement	Move/Realign	Full movement intersection (aligned with Access #9) with potential for signalization.	When property redevelops, a public project is funded, or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop. Cross access easement to 34507 W Hwy 50 Parcel #378700000092 to the west must be obtained upon access change.	
11	152.736	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
12	152.736	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	local road connection
13	152.994	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
14	152.994	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
15	153.008	R	CR 32	Public Street	Full Movement	Signal	Full movement intersection (aligned with new Access #18r) with potential for signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
16	153.076	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
17	153.11	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
18	153.108	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easement to Moncriff Parcel #378707000091 to the west must be obtained/granted upon access change. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	Relocate to become 4th leg of CR 32/ local road connections
18a	153.105	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easement to Moncriff Parcel #378707000091 to the west must be obtained/granted upon access change. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
18r	153.008	L	N/A	Private Driveway	New Access	Move/Realign	Full movement intersection (aligned with Access #15) with potential for signalization.	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easement to Moncriff Parcel #378707000091 to the west must be obtained/granted upon access change. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	Relocate to become 4th leg of CR 32/ local road connections
19	153.26	S	Access to Field	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
20	153.26	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
21	153.287	R	Phyllis Lane/Mesa Campground	Public Street	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	relocate to 21R and allow 3/4 access with U-turn for NB to WB
21r	153.26	R	Phyllis Lane/Mesa Campground	Public Street	New Access	N/A	Three quarter movement (no left turn out)	When property redevelops, a public project is funded, or safety or operational issues develop. Access shall be aligned along the property line. Cross access easement to Spann Family Trust Parcel #378708000019 to the west must be obtained/granted upon access change.	
22	153.348	R	Mesa Campground	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
23	153.415	R	Phyllis Lane/Mesa Campground	Public Street	Full Movement	No Change	Full movement intersection (aligned with new Access #24r) with potential for signalization. Roadway shall connect to Phyllis Ln and Access #21r.	When property redevelops, a public project is funded, or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	design for EB to WB U-turn movement
24	153.507	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	relocate and align with 23 Phyllis Lane with new local roadway connection
24r	153.415	L	N/A	Private Driveway	New Access	N/A	Full movement intersection (aligned with Access #23) with potential for signalization.	When property redevelops, a public project is funded, or safety or operational issues develop.	
25	153.705	R	Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easements to Moncrief W A Junior Management Trust Parcel #378709000025 to the east AND Moncrief William Alvin III Trust, C/O W A Moncrief Jr Parcel #378708000001 to the west must be obtained/granted upon access change.	cross parcel access
26	153.706	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	cross parcel access
27	153.751	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
28	153.806	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easements to Moncrief William Alvin III Trust Parcel #378709000024 to the east AND Besse Camille Parcel #378709000005 to the west must be obtained/granted upon access change.	

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29	153.858	R	Driveway	Private Driveway	Full Movement	No Change	Full movement intersection (aligned with new Access #30r) with potential for signalization.	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easements to Moncrief W A Junior Management Trust Parcel #378709000025 to the west AND Moncrief C B Parcel #378709000011 to the east must be obtained/granted upon access change.	Use Access 28
30	154	L	US 50 Frontage Road	Public Street	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	relocate to align with 29 and new local roadway connection
30r	153.858	L	US 50 Frontage Road	Public Street	New Access	Move/Realign	Full movement intersection (aligned with Access #29) with potential for signalization. Access #30 shall be realigned to reduce skew and line up with with Access #29 to create new Access #30r.	When property redevelops, a public project is funded, or safety or operational issues develop.	
31	154.101	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easements to Moncrief C B Parcel #378709000011 to the east and west must be obtained upon access change.	Use Access 32
32	154.253	R	Home Driveway	Private Driveway	Full Movement	RIRO	Close. Property shall take access from existing public road connection to the east (Que Qua Ln, Access #35).	When property redevelops or safety or operational issues develop. Cross access easements to Moncrief C B Parcel #378709000011 to the east and west must be obtained upon access change.	cross parcel access (temporary conditional access until cross-parcel access to Que Qua Lane established)
33	154.317	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	cross parcel access
34	154.478	L	US 50 Frontage Road Connection	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
35	154.562	R	Que Qua Lane	Public Street	Full Movement	No Change	Full movement intersection (aligned with new Access #37r) with potential for signalization. Access #35 shall be realigned to reduce skew and line up with new Access #37r.	When a public project is funded or safety or operational issues develop.	
36	154.568	R	Gunnison County Electric Association	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
37	154.583	L	CR 18/US 50 Frontage Road Connection	Public Street	Full Movement	Close	Full movement intersection (aligned with Access #35) with potential for signalization. Access #37 shall be realigned to reduce skew and relocated to line up with Access #35 to create the new Access #37r.	When a public project is funded or safety or operational issues develop.	realign CR 18 and US 50 Frontage Road
37r	154.562	L	CR 18/US 50 Frontage Road Connection	Public Street	Full Movement	N/A	Full movement intersection (aligned with Access #35) with potential for signalization. Access #37 shall be realigned to reduce skew and relocated to line up with Access #35 to create the new Access #37r.	When a public project is funded or safety or operational issues develop.	
38	154.593	R	Gunnison County Electric Association	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop.	
39	154.632	R	Curecanti Drive	Public Street	Full Movement	RIRO	Right-in right-out	When a public project is funded or safety or operational issues develop. Cross access easements to Que Qua Condominiums, Lakeside Townhomes Phase II, and Gunnison Hospitality Group LLC Parcel #378710000083 to the east must be obtained/granted upon access change.	
40	154.825	R	The Gunnison Inn at Dos Rios	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easements to Que Qua Condominiums and Lakeside Townhomes Phase II (Curecanti Dr) to the west and Shavano Dr to the east must be obtained/granted upon access change.	
41	154.86	R	The Gunnison Inn at Dos Rios	Private Driveway	Full Movement	Close	Close	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easements to Que Qua Condominiums and Lakeside Townhomes Phase II (Curecanti Dr) to the west and Shavano Dr to the east must be obtained/granted upon access change.	
42	154.902	R	Shavano Drive	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop. Cross access easements to Gunnison Hospitality Group LLC Parcel #378710000083 to the west must be obtained/granted upon access change.	
43	155.029	R	Shavano Drive	Public Street	Full Movement	RIRO	Right-in right-out	When a public project is funded or safety or operational issues develop.	
44	155.1	R	Rodeway Inn	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easements to Rancho Kyriaki LLC Parcel #378710018002 and Iglesia Rios de Agua Viva de Gunnison Parcel #378710018001 to the east must be obtained upon access change.	

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45	155.127	R	Rodeway Inn	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops, a public project is funded, or safety or operational issues develop. Cross access easements to SMCO Ventures LLC Parcel #378710018002 to the west and Rancho Kyriaki LLC Parcel #378710018002 to the east must be obtained upon access change.	
46	155.177	R	Cam Del Rio	Public Street	Full Movement	No Change	Full movement intersection with potential for signalization.	N/A	design for EB to WB U-turn movement
47	155.202	L	US 50 Frontage Road	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
48	155.202	R	South Frontage Road	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
49	155.333	R	South Frontage Road	Public Street	Full Movement	3/4 NLTO	Three quarter movement (no left turn out)	When a public project is funded or safety or operational issues develop.	
50	155.54	R	Whitewater Park Access	Public Street	Full Movement	Close	Three quarter movement (no left turn out). Access #50 shall be realigned to reduce skew to create the new Access #50r.	When a public project is funded or safety or operational issues develop.	realign to west 200'
50r	155.527	R	Whitewater Park Access	Public Street	New Access	3/4 NLTO	Three quarter movement (no left turn out). Access #50 shall be realigned to reduce skew to create the new Access #50r.	When a public project is funded or safety or operational issues develop.	
51	155.54	L	US 50 Frontage Road	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
52	155.91	R	CR 38 / W Airport Rd	Public Street	Full Movement	No Change	Full movement intersection with potential for roundabout or signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
53	155.91	L	US 50 North Frontage Road	Public Street	Full Movement	No Change	Full movement intersection with potential for roundabout or signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
54	156.385	L	Rio Grande Ave/North Frontage Rd	Public Street	Full Movement	RIRO	Right-in right-out. North Frontage Road connection to mainline US 50 shall become RIRO. Other access to Frontage Rd remains unchanged.	When a public project is funded or safety or operational issues develop.	
55	156.385	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement	No Change	Left/right North Frontage Road movements shall be maintained, but the connection to mainline US 50 shall be restricted to RIRO and through movement closed.	When a public project is funded or safety or operational issues develop.	
56	156.385	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement	Close	North Frontage Road to the north to be closed.	When a public project is funded or safety or operational issues develop.	
57	156.385	R	Rio Grande Ave/ South Frontage Rd	Public Street	Full Movement	No Change	Full movement.	When a public project is funded or safety or operational issues develop.	
58	156.385	R	Rio Grande/South Frontage Rd South Leg	Public Street	Full Movement	Enter Only	Full movement. Implement one-way southbound condition on frontage road.	When a public project is funded or safety or operational issues develop.	
59	156.385	R	Rio Grande/South Frontage Rd East Leg	Public Street	Full Movement	No Change	Full movement. South Frontage Rd/Rio Grande intersection shall remain full movement.	When a public project is funded or safety or operational issues develop.	
60	156.385	R	Rio Grande/South Frontage Rd North Leg	Public Street	Full Movement	No Change	Full movement. South Frontage Rd/Rio Grande intersection shall remain full movement.	When a public project is funded or safety or operational issues develop.	
61	156.448	L	Reed St/ North Frontage Rd	Public Street	Full Movement	Signal	Full movement intersection with potential for signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
62	156.448	L	Reed St/North Frontage Rd South Leg	Public Street	Full Movement	Close	Close North Frontage Road	When a public project is funded or safety or operational issues develop.	
63	156.448	L	Reed St/North Frontage Rd West Leg	Public Street	Full Movement	No Change	Full movement. Reed St/US 50 shall remain full movement.	When a public project is funded or safety or operational issues develop.	
64	156.448	L	Reed St/North Frontage Rd North Leg	Public Street	Full Movement	Close	Close North Frontage Road	When a public project is funded or safety or operational issues develop.	
64r	156.57	L	Reed St/ North Frontage Rd	Public Street	New Access	N/A	Right-in right-out. Access to mainline US 50 shall be restricted to RIRO, but frontage road connections shall remain full movement. Access shall be aligned across from San Juan Ave.	When a public project is funded or safety or operational issues develop.	
65	156.448	R	W Bidwell Ave/South Frontage Rd	Public Street	Full Movement	Close	Close. Bidwell Ave/US 50 access shall close.	When a public project is funded or safety or operational issues develop.	
66	156.448	R	Bidwell Ave/North Frontage Rd South Leg	Public Street	Full Movement	No Change	Full movement. No access to US 50.	When a public project is funded or safety or operational issues develop.	
67	156.448	R	Bidwell Ave/North Frontage Rd West Leg	Public Street	Full Movement	No Change	Full movement. No access to US 50.	When a public project is funded or safety or operational issues develop.	

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68	156.448	R	Bidwell Ave/North Frontage Rd North Leg	Public Street	Full Movement	No Change	Full movement. No access to US 50.	When a public project is funded or safety or operational issues develop.	Evaluate typical section for road diet
69	156.665	L	Gunnison Ave/North Frontage Rd	Public Street	Full Movement	Close	Close. North Frontage Road through movements shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
70	156.665	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement	No Change	Full movement. North Frontage Road through movements shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
71	156.665	L	W US HWY 50 North Frontage Rd	Public Street	Full Movement	No Change	Full movement. North Frontage Road through movements shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
72	156.665	R	Gunnison Ave/South Frontage Rd	Public Street	Full Movement	Close	Close. South Frontage Road through movements shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
73	156.665	R	Gunnison Ave/South Frontage Rd South Leg	Public Street	Full Movement	No Change	Full movement. Gunnison Ave/South Frontage Road full movement shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
74	156.665	R	Gunnison Ave/South Frontage Rd East Leg	Public Street	Full Movement	No Change	Full movement. Gunnison Ave/South Frontage Road full movement shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
75	156.665	R	Gunnison Ave/South Frontage Rd North Leg	Public Street	Full Movement	No Change	Full movement. Gunnison Ave/South Frontage Road full movement shall be maintained, but the connection to mainline US 50 shall be closed.	When a public project is funded or safety or operational issues develop.	
76	156.775	L	W New York Avenue	Public Street	Signalized	RIRO	Right-in right-out and removing the signal	When a public project is funded or safety or operational issues develop.	
77	156.775	R	W New York Avenue	Public Street	Signalized	RIRO	Right-in right-out. New York Ave/US 50 connection shall be restricted to right-in right out, but the connection to the South Frontage Rd shall be closed. Signal will be removed.	When a public project is funded or safety or operational issues develop.	
78	156.775	R	W US HWY 50 Frontage Rd	Public Street	Full Movement	Close	Close. South Frontage Rd/New York Ave connection shall be closed.	When a public project is funded or safety or operational issues develop.	
79	156.873	L	W Tomichi Ave	Public Street	3/4 NLTO	Close	Access #79 shall be closed and realigned to reduce skew to create the new Access #79r.	When a public project is funded or safety or operational issues develop.	
79r	156.873	L	W Tomichi Ave	Public Street	New Access	N/A	Full access movement. Access #79 and #80 shall be realigned to reduce skew to create the new Access #79r.	When a public project is funded or safety or operational issues develop.	
80	156.831	L	W Tomichi Ave Slip Lane	Public Street	Right Out Only	Close	Access #80 shall be closed and realigned to reduce skew to create the new Access #79r.	When a public project is funded or safety or operational issues develop.	
81	156.873	R	S 10th Street	Public Street	Full Movement	No Change	The future condition of this intersection/access is unknown. This intersection will be designed at a later date.	When a public project is funded or safety or operational issues develop.	
82	156.873	R	S 10th Street Business Access	Public Street	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop.	
83	156.873	L	N 10th Street	Public Street	Full Movement	No Change	The future condition of this intersection/access is unknown. This intersection will be designed at a later date.	When a public project is funded or safety or operational issues develop.	
84	156.895	R	Conoco Gas Station/Convenience Store	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
85	156.885	L	Ace Hardware	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
86	156.907	R	Alley	Public Street	Full Movement	No Change	Full movement intersection (aligned with Access #87)	When a public project is funded or safety or operational issues develop.	
87	156.907	L	Alley	Public Street	Full Movement	No Change	Full movement intersection (aligned with Access #86)	When a public project is funded or safety or operational issues develop.	
88	156.914	R	Mountain West Financial Services	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
89	156.918	L	Pie-Zan's Restaurant	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
90	156.943	R	S 11th Street	Public Street	Full Movement	No Change	Full movement intersection (aligned with Access #91)	When a public project is funded or safety or operational issues develop.	future HAWK?
91	156.943	L	N 11th Street	Public Street	Full Movement	No Change	Full movement intersection (aligned with Access #90)	When a public project is funded or safety or operational issues develop.	future HAWK?
92	156.951	R	Sportsman's Liquor	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
93	156.958	R	Alley	Public Street	Full Movement	No Change	Full movement intersection (aligned with Access #94)	When a public project is funded or safety or operational issues develop.	
94	156.958	L	Alley	Public Street	Full Movement	No Change	Full movement intersection (aligned with Access #93)	When a public project is funded or safety or operational issues develop.	
95	156.961	R	Scenic River Tours	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
96	156.968	R	Scenic River Tours	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
97	156.965	L	JC Services Auto Repair	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
98	156.975	R	S 12th Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
99	156.975	L	N 12th Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
100	156.997	R	Love's Gas Station/Country Store	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
101	157.005	R	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
102	157.005	L	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
103	157.015	R	Gunnison Liquor Store	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
104	157.015	L	J&K Services Inc Driveway	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
105	157.04	R	S Boulevard Street	Public Street	Full Movement	No Change	Full movement signalized intersection	When a public project is funded or safety or operational issues develop.	
106	157.04	L	Boulevard Street	Public Street	Full Movement	No Change	Full movement signalized intersection	When a public project is funded or safety or operational issues develop.	
107	157.062	R	Berfield's Stage Stop	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
108	157.076	R	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
109	157.076	L	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
110	157.081	L	Gunnison Auto & Performance	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
111	157.096	L	Gunnison Auto & Performance	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
112	157.11	R	S 14th Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
113	157.11	L	N 14th Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
114	157.123	L	Standard Tire & Services Center	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
115	157.136	L	Standard Tire & Services Center	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
116	157.144	R	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
117	157.144	L	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
118	157.153	R	Alpine Lumber	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
119	157.154	L	NAPA Auto Parts	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
120	157.164	L	NAPA Auto Parts	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
121	157.181	R	S Spruce Street	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
122	157.181	L	Spruce Street	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
123	157.205	R	Safeway	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
124	157.216	R	Safeway/Alley	Business Entrance	Full Movement	No Change	Full movement unsignalized intersection	When property redevelops or safety or operational issues develop.	
125	157.216	L	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
126	157.252	R	S Pine Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
127	157.252	L	N Pine Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
128	157.287	R	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
129	157.287	L	Gunnison Bank & Trust/Alley	Business Entrance	Full Movement	No Change	Full movement unsignalized intersection	When property redevelops or safety or operational issues develop.	
130	157.297	L	OffCenter DeSIGNS	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
131	157.322	R	S Wisconsin Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
132	157.322	L	N Wisconsin Street	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
133	157.358	R	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
134	157.358	L	Alley	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop.	
135	157.394	R	S Main St (CO 135)	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
136	157.394	L	N Main St (CO 135)	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
137	0.076	R	E Virginia Avenue	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
138	0.076	L	W Virginia Avenue	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
139	0.153	R	E Georgia Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	
140	0.153	L	W Georgia Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	
141	0.227	R	Ohio Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	Potential HAWK/ Z median
142	0.227	L	W Ohio Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	Potential HAWK/ Z median
143	0.247	R	Field Access	Private Driveway	Full Movement	No Change	Full movement unsignalized intersection	N/A	future hotel development
144	0.253	L	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
145	0.3	R	E Gothic Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	
146	0.3	L	W Gothic Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	
147	0.327	L	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
148	0.325	R	Gunnison County Abstract Company	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
149	0.347	L	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
150	0.378	R	E Ruby Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	
151	0.378	L	W Ruby Avenue	Public Street	Full Movement	No Change	Full movement unsignalized intersection	N/A	
152	0.42	R	Telluride Maid	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
153	0.433	R	Telluride Maid	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
154	0.433	L	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
155	0.454	R	E Denver Avenue	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
156	0.454	L	W Denver Avenue	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
157	0.489	R	The Coffee Trader	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
158	0.489	L	Church Driveway	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
159	0.54	L	Kooler Garage Doors	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
160	0.571	L	Gunnison 24/7 Gym	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
161	0.583	R	City Market Entrance	Public Street	Full Movement	3/4 NLTO	3/4 movement, no left turn from City Market	When property redevelops or safety or operational issues develop.	
162	0.583	L	San Juan Strains	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
163	0.603	L	Car Wash	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
164	0.611	L	High Mountain Liquor	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
165	0.628	L	High Mountain Liquor	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
166	0.633	L	Café Silvestre	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
167	0.65	L	Powerstop	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
168	0.666	L	Powerstop	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	use Wisconsin Ave
169	0.68	L	W Elizabeth Avenue	Public Street	Full Movement	3/4 NLTO	3/4 movement, no left turn	When a public project is funded or safety or operational issues develop.	
170	0.74	R	Spencer Avenue	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
171	0.74	L	Spencer Avenue	Public Street	Signalized	No Change	Full movement signalized intersection	N/A	
172	0.796	L	Back at the Ranch Furniture	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
173	0.864	R	Car Dealership?	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
174	0.922	R	Colorado St	Public Street	Full Movement	Signal	Full movement intersection with potential for signalization.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
175	0.922	L	Van Tuyl Circle	Public Street	Full Movement	Signal	Full movement intersection with potential for signalization.	When a public project is funded or safety or operational issues develop.	
176	0.99	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
177	1	R	Gunnison Secure Storage (shared access)	Business Entrance	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop.	
178	1	L	CR 13A	Public Street	Full Movement	RIRO	Right-in right-out	When a public project is funded or safety or operational issues develop.	
179	1.029	R	Rocky Mountain Christian Ministries	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
180a	1.094	R	Clark Boulevard	Public Street	Full Movement	No Change	Full movement unsignalized intersection	When a public project is funded or safety or operational issues develop. If connection to Cactus Hill Dr is obtained, a full movement intersection without potential for signalization may be allowed.	
180b	1.106	R	Clark Boulevard	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
181	1.094	L	Colorado State University Driveway	Private Driveway	Full Movement	Close	Realign at #181r to align with #180a	N/A. Access already closed and realigned to line up with Clark Blvd (Access #180a).	already realigned with Clark Blvd
181r	1.094	L	Colorado State University Driveway	Private Driveway	New Access	No Change	Already moved to realign with #180a	N/A. Access already closed and realigned to line up with Clark Blvd (Access #180a).	already realigned with Clark Blvd
182	1.153	R	Home Driveway	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop. Cross access easements to Steven O Cadwell Parcels #370125000035 and #370125000065 to the north must be obtained/granted upon access change.	examine Cactus Hill/ Silver Sage/ Clark Blvd Connection
183	1.186	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new Access #183r.	When property redevelops or safety or operational issues develop. Cross access easements to Ruth M Rose Parcel #370125000036 to the south must be obtained/granted upon access change.	examine Cactus Hill/ Silver Sage/ Clark Blvd Connection
183r	1.217	R	Home Driveway	Private Driveway	New Access	N/A	Full movement access to East Frontage Rd. East Frontage Rd shall be extended to this access point and ended with a cul-de-sac.	When property redevelops or safety or operational issues develop. Cross access easements to Ruth M Rose Parcel #370125000036 to the south must be obtained/granted upon access change.	
183a	1.229	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easement to Lamberson Family LLC Parcel #370125000033 to the north must be obtainedgranted upon access change.	examine Cactus Hill/ Silver Sage/ Clark Blvd Connection
183b	1.249	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easement to Mark J Elich Parcel #370125000034 to the south must be obtained/granted upon access change.	examine Cactus Hill/ Silver Sage/ Clark Blvd Connection
184	1.277	R	East Frontage Road	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
185	1.392	L	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new public road connection (CR 10 Extension) along the north property line.	When property redevelops or safety or operational issues develop. If public road connection is not yet available, access shall be restricted to right-in right-out only. Cross access easement to TARPON TOWERS II LLC C/O BROWN SMITH WALLACE Parcel #370125000022 to the south must be obtained/granted upon access change.	
186	1.398	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
187	1.445	L	Home Driveway	Private Driveway	Full Movement	Move/Realign	Full movement intersection with potential for roundabout or signalization (aligned with Access #188r). Access #187 shall be realigned to reduce skew and line up with with new Access #188r	When property redevelops or safety or operational issues develop. If public road connection is not yet available, access shall be restricted to right-in right-out only. Cross access easement to PESNELL O A JR Parcel #370125006005 to the north must be obtained/granted upon access change.	
188	1.462	R	Amerigas Propane	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. ROW must be dedicated for new public road connection (CR 10 Extension) upon redevelopment.	extend CR 10 through intersection to CR 13, future North Gateway Access
188r	1.454	R	CR 10 Extension and E Frontage Rd Access	Public Street	New Access	Move/Realign	Full movement (aligned with Access #187r). Access #188 shall be realigned to reduce skew and line up with with new Access #187r to create new Access #188r.	When a public project is funded or safety or operational issues develop.	
189	1.55	R	East Frontage Road	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
190	1.586	L	Home Driveway	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop. If public road connection is not yet available, access shall be restricted to right-in right-out only. Cross access easements to PESNELL O A JR Parcel #370125006005 to the south and Centennial Storage Partners LLC Parcel #370125006008 must be obtained/granted upon access change.	future 3-mile annexation, local road connection

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
191	1.764	R	Henry's Radio & TV	Business Entrance	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to Roger P Johnson Parcel #370125000008 to the north must be obtained/granted upon access change.	explore shared driveway
192	1.764	L	Discount Storage	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to PESNELL O A JR Parcel #370125006005 to and Arthur Klinowski Parcel #370125006007 to the south and Gunnison Gateway LLC Parcel #370100000119 to the north must be obtained/granted upon access change.	future 3-mile annexation, local road connection
193	1.812	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to Fredrick W Henry Parcel #370125000009 to the south must be obtained/granted upon access change.	explore shared driveway
194	1.832	L	Field Access	Private Driveway	Full Movement	Close	Close. Property shall take access from new public road along north property line (Access #197r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Centennial Storage Partners LLC Parcel #370125006008 to the south and Swiss Holding LLC Parcel #370100000184 to the north must be obtained/granted upon access change.	future 3-mile annexation, local road connection
195	1.85	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along north property line (Access #198r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to USDA Forest Service Parcel #370125000006 to the north must be obtained/granted upon access change.	explore shared driveway
196	1.876	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along north property line (Access #198r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to USDA Forest Service Parcel #370125000006 to the north must be obtained/granted upon access change.	explore shared driveway
197	1.88	L	Field Access	Private Driveway	Full Movement	No Change	Close. Property shall take access from new public road along north property line (Access #197r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Centennial Storage Partners LLC Parcel #370125006008 to the south and Swiss Holding LLC Parcel #370100000184 to the north must be obtained/granted upon access change.	relocate to align with 199
198	1.905	R	Driveway	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to Seth Nienhueser Parcel #370125000007 to the south must be obtained/granted upon access change.	explore shared driveway
199	2.02	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along north property line (Access #201r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to EVANS LESTER E JR Parcel #370125000002 to the north must be obtained/granted upon access change.	
200	2.049	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along north property line (Access #201r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to EVANS LESTER E JR Parcel #370125000002 to the north must be obtained/granted upon access change.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
201	2.078	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along south property line (Access #201r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Gunnison Valley Collective LLC Parcel #370125000109 to the south and Jon Mark Campbell Parcel #370124008001 to the north must be obtained/granted upon access change.	
202	2.083	R	Field Access	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along south property line (Access #201r).	When property redevelops or safety or operational issues develop.	
202r	2.081	R	Home Driveway	Private Driveway	New Access	N/A	Realign at #202rr to align with #203		
203	2.081	L	Driveway	Private Driveway	Full Movement	No Change	No Change. Property will align with #202r	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to Gunnison Gateway LLC Parcel #370100000119 to the south must be obtained/granted upon access change.	
204	2.32	R	Field Access	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along south property line (Access #201r).	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Jon Mark Campbell Parcel #370124008002 to the south and Bar Slash Bar Ranch LLLP Parcel #370125000109 to the north must be obtained/granted upon access change.	
205	2.322	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
206	2.331	R	Ski Town Village Mobile Home Park	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Bar Slash Bar Ranch LLLP Parcel #370124000068 to the south and BOTH Ski Town Village LLC Parcels to the north (#370124000077 and #370124000081) must be obtained/granted upon access change.	
207	2.419	R	Ski Town Village Mobile Home Park	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to BOTH Ski Town Village LLC Parcels to the south (#370124000044 and #370124000077) and Blue Horizon Gunnison LLC Parcel #370124000047 to the north must be obtained/granted upon access change.	cross parcel access
208	2.419	L	Riverwalk Drive	Public Street	Full Movement	Close	Close. Property shall take access from new Access #208r.	When a public project is funded or safety or operational issues develop.	
208r	2.462	L	Riverwalk Drive	Public Street	New Access	Move/Realign	Full movement intersection with potential for roundabout or signalization (aligned with Access #209). Access #208 shall be realigned to line up with with Access #209 to create new Access #208r.	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
209	2.462	R	CR 11	Public Street	Full Movement	No Change	Full movement intersection with potential for roundabout or signalization (aligned with new Access #208r).	When a public project is funded or safety or operational issues develop. A signal may be implemented when warranted per current MUTCD standards. Once a signal is warranted and until such time as it is constructed, movements may be restricted if safety or operational issues develop.	
210	2.515	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
211	2.675	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to BOTH Chrishaven LLC C/O Mark Butterfield Parcels to the north (#370124000076 and #370124000026) must be obtained/granted upon access change.	cross parcel access

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211r	2.734	R	Home Driveway	Private Driveway	New Access	N/A	Right-in right-out	When property redevelops or safety or operational issues develop.	
212	2.734	L	Apache Road	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
213	2.73	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to the other Chrishaven LLC C/O Mark Butterfield Parcel #370124000076 and Mark E Kintz Parcel #370124000028 to the south, and Traci M Busse Parcel #370124000050 to the north must be obtained/granted upon access change.	cross parcel access
214	2.756	R	Garlic Mike's	Business Entrance	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Chrishaven LLC C/O Mark Butterfield Parcel #370124000026 to the south and Gunnison County Board of Commissioners Parcel #370124000080 to the north must be obtained/granted upon access change.	cross parcel access
215	2.847	R	Shady Island River Park Parking Lot	Public Street	Full Movement	No Change	Full movement intersection	N/A	
216	2.847	L	Arapahoe Road	Public Street	Full Movement	No Change	Full movement intersection	N/A	
217	2.94	R	Olden Lane	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
218	2.981	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from new shared access along north property line (Access #220r).	When property redevelops or safety or operational issues develop. Cross access easement to Raymond G Rixford Parcel #370124000017 to the north must be obtained/granted upon access change (to Accesses #217 and #215).	cross-parcel access/ new local roadway connection to Olden Lane
219	2.996	L	Old Hwy 135/Chinook Trail	Public Street	Full Movement	3/4 NLTO	Chinook Trail becomes 3/4 access. Access to Old Hwy 135 is closed.	When a public project is funded or safety or operational issues develop.	cross-parcel access/ new local roadway connection to Olden Lane
220	2.998	R	Home Driveway	Private Driveway	Full Movement	No Change	No Change. Property will provide access to surrounding parcels.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to Eli Murch Parcel #370124000052 to the south must be obtained/granted upon access change.	cross-parcel access/ new local roadway connection to Olden Lane
220r	2.99	R	New Shared Access	Private Driveway	RIRO	Move/Realign	Full Access to be aligned with #219	When property redevelops or safety or operational issues develop.	
221	3.075	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Gunnison Wolf Ranch Parcel #370124000061 to the south and MCDERMAND LYNN TYLER TRUST Parcel #370100000221 to the north must be obtained/granted upon access change.	
221R	3.12	R	Field Access	Private Driveway	New Access	N/A	RIRO		
222	3.128	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	cross-parcel access/ new local roadway connection to Olden Lane
223	3.432	L	CR 730	Public Street	Full Movement	No Change	Full movement intersection. Old Hwy 135 must be realigned further west to allow more queueing depth.	When a public project is funded or safety or operational issues develop.	
224	3.547	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easements to Toni M Todd Parcel #370124000014 to the south and 3734 Hwy 135 LLC Parcel #369900000137 to the north must be obtained upon access change (to Access #224r).	relocate to align with 223
224r	3.432	R	New Public Road	Public Street	New Access	N/A	Full movement intersection	When property redevelops or safety or operational issues develop.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
225	3.547	L	Access to Field	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easements to Bar Slash Bar Ranch LLLP Parcel #369900000045 and Melinda Davis Parcel #369900000066 to the north must be obtained upon access change (to Access #223).	
226	3.707	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from Access #229.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to MCDERMAND LYNN TYLER TRUST Parcel #370100000221 to the north must be obtained upon access change (to Accesses #224r and #229).	cross-parcel access/ new local roadway connection
226r	3.722	R	Home Driveway	Private Driveway	New Access	N/A	Right-in right-out		
227	3.737	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from Access #229.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to MCDERMAND LYNN TYLER TRUST Parcel #370100000221 to the north must be obtained upon access change (to Accesses #224r and #229).	cross-parcel access/ new local roadway connection
228	3.78	L	Field Access	Private Driveway	Full Movement	Close	Close. Property shall take access from Access #231r.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Melinda Davis Parcel #369900000066 to the north must be obtained upon access change (to Access #231r).	cross-parcel access/ new local roadway connection
229	3.852	R	Field Access	Private Driveway	Full Movement	Move/Realign	Full movement intersection (aligned with new Access #231r). Access shall be realigned to reduce skew and line up with with Access #231r. This is access shall be converted to a public street.	When property redevelops or safety or operational issues develop. Cross access easements to 3734 Hwy 135 LLC Parcel #369900000137 to the south and Duane Sponable Parcel #369900000043 to the north must be obtained upon access change.	
230	3.867	R	Field Access	Private Driveway	Full Movement	Close	Close. Property shall take access from Access #229.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to MCDERMAND LYNN TYLER TRUST Parcel #370100000221 to the south must be obtained upon access change (to Accesses #229).	
231	3.908	L	Field Access	Private Driveway	Full Movement	Move/Realign	Close	When property redevelops or safety or operational issues develop.	relocate to align with 229
231r	3.852	L	New Public Road	Public Street	New Access	N/A	Full movement intersection (aligned with Access #229).	When property redevelops or safety or operational issues develop.	
232	4.035	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
233	4.035	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
234	4.183	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	cross-parcel access/ new local roadway connection
235	4.398	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	cross-parcel access/ new local roadway connection
236	4.398	L	Field Access	Private Driveway	Full Movement	RIRO	Right-in right-out	When property redevelops or safety or operational issues develop.	cross-parcel access/ new local roadway connection
237	4.535	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
238	4.648	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
239	4.648	L	Field Access	Private Driveway	Full Movement	Close	Close. Property shall take access from Access #239r.	When property redevelops or safety or operational issues develop.	relocate to align with 240
239r	4.737	L	New Public Road	Public Street	New Access	N/A	Full movement intersection (aligned with Access #240).	When property redevelops or safety or operational issues develop.	

Access #	Milepost	Access Side	Description	Access Type	Existing Access Control	Proposed Change	Proposed Configuration	Conditions for Implementation	Notes
240	4.737	R	Driveway	Private Driveway	Full Movement	No Change	Full movement intersection (aligned with new Access #239r). Access #240 shall be realigned to reduce skew and line up with with new Access #239r.	When property redevelops or safety or operational issues develop.	
241	4.908	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
242	4.908	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
243	5.169	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
244	5.183	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	
245	5.288	R	Driveway	Private Driveway	Full Movement	No Change	Full movement intersection	When property redevelops or safety or operational issues develop.	
246	5.288	L	Field Access	Private Driveway	Full Movement	No Change	Full movement intersection	When property redevelops or safety or operational issues develop.	
247	5.479	L	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	cross-parcel access/ new local roadway connection
247l	5.5	L	Home Driveway	Private Driveway	New Access	N/A	Right-in right-out		
248	5.489	R	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from Access #245.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easement to Gunnison Legacy Fund Parcel #369900000112 to the south must be obtained upon access change (to Accesses #245 and #252).	cross-parcel access/ new local roadway connection
248r	5.475	R	Home Driveway	Private Driveway	New Access	N/A	Right-in right-out		
249	5.524	L	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from Accesses #246 or #253.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to Gunnison Legacy Fund Parcel #369900000134 to the south and Faith E Vickers Parcel #369908000004 to the north must be obtained upon access change (to Accesses #246 and #253).	cross-parcel access/ new local roadway connection
250	5.588	R	Home Driveway	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop. Cross access easement to Newton M Shank Jr Parcel #369908000006 to the south must be obtained upon access change.	
251	5.699	L	Home Driveway	Private Driveway	Full Movement	Close	Close. Property shall take access from Accesses #246 or #253.	When property redevelops or safety or operational issues develop. If neighboring property has not yet redeveloped, access may be restricted to right-in right-out only. Cross access easements to William S Trampe Parcel #369908000005 to the south and Gunnison Legacy Fund Parcel #369908000002 to the north must be obtained upon access change (to Accesses #246 and #253).	
252	5.88	R	CR 10	Public Street	Full Movement	Move/Realign	Full movement intersection (aligned with Access #253). Access #252 shall be realigned to reduce skew and line up with with new Access #253.	When a public project is funded or safety or operational issues develop.	align with CR 8 as an orthogonal 4-leg intersection
253	5.88	L	Field Access	Private Driveway	Full Movement	Move/Realign	Full movement intersection (aligned with Access #252). Access #253 shall be realigned to reduce skew and line up with with new Access #252.	When a public project is funded, property redevelops, or safety or operational issues develop.	align with CR 10 as an orthogonal 4-leg intersection
254	6.047	L	CR 8	Public Street	Full Movement	Close	Close	When a public project is funded or safety or operational issues develop.	
255	6.063	R	Field Access	Private Driveway	Full Movement	Close	Close	When property redevelops or safety or operational issues develop.	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing; Petition for Abatement or Refund of Taxes

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Abatement for correction of classification to agricultural.

Fiscal Impact:

Submitted by: Heather MacDonald **Submitter's Email Address:** hmacdonald@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 3/11/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/11/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 3/18/2025

Revised April 2015

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: GUNNISON

Date Received September 16, 2024
(Use Assessor's or Commissioners' Date Stamp)

RECEIVED
SEP 16 2024
BY: KNC

Section I: Petitioner, please complete Section I only.

Date:	DECEMBER 17, 2024
Petitioner's Name:	DODD MYRNA L
Petitioner's Mailing Address:	719 CURECANTI CIR GRAND JUNCTION, CO 81507-9629

SCHEDULE NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
R007698	59 MINING CLAIMS IN QUARTZ CREEK MINING DISTRICT

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2023 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

CONSERVATION EASEMENT INDICATED PROPERTY CAN ONLY BE SOLD AS A UNIT - NOW VALUED LIKE LARGE PARCEL MEADOW/TREE WITH SEASONAL ACCESS

Petitioner's estimate of value: $710,640 (2023)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

Petitioner's Signature — Daytime Phone Number (970) 261-1884

Email myrna@ddi.group.com

By _____ Agent's Signature* — Daytime Phone Number (970) 261-1884

Printed Name: _____ Email _____

***Letter of agency must be attached when petition is submitted by agent**

The actual value in the Assessor's Recommendation section does not include 2023 value adjustments for residential and commercial properties. The assessed value and resulting tax amounts are calculated from the adjusted actual value. If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of §39-2-125, C.R.S. within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation
(For Assessor's Use Only)

	Tax Year 2023		
	Actual	Assessed	Tax
Original	1,412,070	368,850	18,941.19
Corrected	710,640	43,930	2,255.89
Abate/Refund	701,430	324,920	16,685.30

[X] **Assessor recommends approval as outlined above.**

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year 2023 Protest?: No [X] Yes [ ] **(If a protest was filed, please attach a copy of the NOD.)**

[ ] **Assessor recommends denial for the following reason(s):**

Alexandra Cohen
Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to $10,000)

The Commissioners of GUNNISON County authorize the assessor by Resolution No. 2011-42 to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of $10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year 2023		
	Actual	Assessed	Tax
Original	1,412,070	368,850	18,941.19
Corrected	710,640	43,930	2,255.89
Abate/Refund	701,430	324,920	16,685.30

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

_____ 12/19/24

Petitioner's Signature **Date**

_____ _____

Assessor's or Deputy Assessor's Signature **Date**

Section IV: Decision of the County Commissioners

(Must be completed if Section III does not apply)

WHEREAS, The County Commissioners of GUNNISON County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:
Month Day Year

_____

_____

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (being present--not present) and Petitioner _____ (being present--not present), and WHEREAS, the said County
Name

Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board ***(agrees--does not agree)*** with the recommendation of the Assessor and the petition be ***(approved--approved in part--denied)*** with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said County this _____ day of _____, _____.
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than $10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator

(For all abatements greater than $10,000)

The action of the Board of County Commissioners, relative to the within petition, is hereby

☐ Approved ☐ Approved in part $_____

☐ Denied for the following reason(s):

_____ _____ _____

Secretary's Signature **Property Tax Administrator's Signature** **Date**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing; Petition for Abatement or Refund of Taxes

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Abatement for correction of classification to agricultural.

Fiscal Impact:

Submitted by: Heather MacDonald **Submitter's Email Address:** hmacdonald@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 3/11/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/11/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 3/18/2025

Revised April 2015

PETITION FOR ABATEMENT OR REFUND OF TAXES

RECEIVED
OCT 13 2024

County: GUNNISON

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date:	OCTOBER 7, 2024
Petitioner's Name:	SKYJACK RANCH LLC
Petitioner's Mailing Address:	3945 SECRETARIAT DR FLORISSANT, MO 63034-3409

SCHEDULE NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
R070956	283.22 ACRES IN SECTIONS 32 & 33, TOWNSHIP 47N, RANGE 6W

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2023 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

CHANGE IN CLASSIFICATION

Petitioner's estimate of value: $18,550 (2023)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

Kyle Kratz
Petitioner's Signature

Daytime Phone Number (314) 494-4917

Email rroatcap@att.net

By _____
Agent's Signature*

Daytime Phone Number ( )

Printed Name: _____

Email _____

***Letter of agency must be attached when petition is submitted by agent**

The actual value in the Assessor's Recommendation section does not include 2023 value adjustments for residential and commercial properties. The assessed value and resulting tax amounts are calculated from the adjusted actual value. If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of §39-2-125, C.R.S. within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: **Assessor's Recommendation**
(For Assessor's Use Only)

	Tax Year 2023		
	Actual	Assessed	Tax
Original	753,080	210,110	10,399.18
Corrected	18,550	4,900	242.52
Abate/Refund	734,530	205,210	10,156.66

[X] **Assessor recommends approval as outlined above.**

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year 2023 Protest?: **No** [X] **Yes** [ ] **(If a protest was filed, please attach a copy of the NOD.)**

[ ] **Assessor recommends denial for the following reason(s):**

Alexandria Chen
Assessor's or Deputy Assessor's Signature

15-DPT-AR No. 920-66/17 CHRIS

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner

(Only for abatements up to $10,000)

The Commissioners of GUNNISON County authorize the assessor by Resolution No. 2011-42 to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of $10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year 2023		
	Actual	Assessed	Tax
Original	753,080	210,110	10,399.18
Corrected	18,550	4,900	242.52
Abate/Refund	734,530	205,210	10,156.66

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

_____ 10/13/2024

Petitioner's Signature **Date**

_____ _____

Assessor's or Deputy Assessor's Signature **Date**

Section IV: Decision of the County Commissioners

(Must be completed if Section III does not apply)

WHEREAS, The County Commissioners of GUNNISON County, State of Colorado, at a duly and lawfully called regular meeting held on _____ /_____ /_____, at which meeting there were present the following members:
Month Day Year

_____

_____

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (being present--not present) and Petitioner _____ (being present--not present), and WHEREAS, the said County
Name
Commissioners have carefully considered the within petition, and are fully advised in relation thereto,
NOW BE IT RESOLVED that the Board ***(agrees--does not agree)*** with the recommendation of the Assessor and the petition be ***(approved--approved in part--denied)*** with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said County this _____ day of _____, _____.
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than $10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator

(For all abatements greater than $10,000)

The action of the Board of County Commissioners, relative to the within petition, is hereby

☐ Approved ☐ Approved in part $_____

☐ Denied for the following reason(s):

_____ _____ _____

Secretary's Signature **Property Tax Administrator's Signature** **Date**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Plat Signature; LUC-24-00035; Graham Subdivision

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Request to sign final plat for a two-lot subdivision approved by Reso. 6, Series 2025.

Fiscal Impact:

Submitted by: Hillary Seminick **Submitter's Email Address:** hseminick@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legaly sufficient. ASFR 3.12.25

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 3/12/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 2

Agenda Date: 3/18/2025

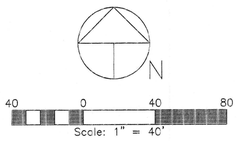
Revised April 2015

GRAHAM SUBDIVISION

WITHIN THE SE1/4 OF SECTION 14, T49N, R1W, NMPM GUNNISON COUNTY, COLORADO



GENERAL NOTES: Property loccted by field measurements to found monuments shown. Record bearings and distances are shown in parentheses where they differ from measured or calculated bearings and distances.



LEGEND

- Found rebar with no cap
- Found rebar with aluminum cap "LS 37690"
- Found rebar with plastic cap "LS 2816"
- Utility pedestal
- —P——P— Overhead utility lines
- —x——x— Fence
- Found _____
- Lot number inside circle symbol
- — — — Easement boundary per record plat

SURVEYOR'S CERTIFICATE

I, Timothy E. Pearson, a registered land surveyor in the State of Colorado, certify that this plat and the survey referred to herein were made under my direction and control and that both are true and correct to the best of my knowledge.

Dated this _____ day of _____, A.D. 20____.

_____
Timothy E. Pearson
Colorado L.S. No. 34979

COMMENTS

Plat Notes:

Pursuant to Section 5-209 H. of the Gunnison County Land Use Resolution:

Confinement of Domestic Animals: Each Lot Owner within this subdivision acknowlecges and agrees that domestic animals must be controlled by kenneling, leash, fencing, or other physical constraint and that any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible individual.

Colorado's Fence Out Requirements: A property owner is required to construct and maintain fencing in order to keep livestock off his/her property in accordance with C.R.S. 35-46-101 et. seq.

Irrigation Ditch Maintenance: An irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch, and may leave natural debris on the bank.

Wildfire Hazard: The owners of this property acknowledge having been informed by Gunnison County of the existence of wildfire hazard areas that may affect the use and occupancy of the property and any improvements thereto. We acknowledge that the County's approval of this subdivision does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard area will be free from hazards and hereby agrees to indemnify, defend, and save harmless the County, its agents, officers, and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage, arising from or connected with any activity related to those hazards, including any suits, liability, or expense.

Geologic hazard: The owners of this property acknowledge having been informed by Gunnison County of the existence of geologic hazard areas that may affect the use and occupancy of the property and any improvements thereto. We acknowledge that the County's approval of this subdivision does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard area will be free from hazards and hereby agrees to indemnify, defend, and save harmless the County, its agents, officers, and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage, arising from or connected with any activity related to those hazards, including any suits, liability, or expense.

COMPLIANCE WITH BOARD OF COUNTY COMMISSIONER' RESOLUTION

The property described on this plat is sublect to all the requirements, terms and conditions of the Board of of County Commissioner's Resolution No. _____ recorded at Reception No. _____ of the records of Gunnison County.

ATTORNEY'S OPINION

I, Michael O'Loughlin, an attorney at law duy licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subject to this subdivision plat. Title of the property is vested in KEVIN M. GRAHAM, and is free and clear of all liens, defects, encumberances, restrictions and reservations, as of July 8, 2024, except as follows:

1. ANY AND ALL UNPAID TAXES AND ASSESSMENTS FOR THE CURRENT YEAR AND SUBSEQUENT YEARS.
2. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 06, 1919 IN BOOK 184 AT PAGE 175.
3. ANY TAX, LIEN OR FEE RESULTING FROM INCLUSION IN BOARD OF COUNTY COMMISIONERS ORDINANCE NO. 11 ESTABLISHING MOSQUITO CONTROL AREA AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 16, 2004 UNDER RECEPTION NO. 538322.

Dated this _____ day of _____, 2025.

_____
Michael O'Loughlin, Attorney-At-Law
Supreme Court Registration No. 38134
Schumacher & O'Loughlin. LLC
232 W. Tornichi Ave, Suite 204
Gunnison, CO 81230
(970) 641-4900
mike@gunnisonlaw.net

BOARD OF COUNTY COMMISSIONERS APPROVAL

The within plat of GRAHAM SUBDIVISION is approved this _____ day of _____,A.D. 20____ and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

_____
Chairperson

ATTEST:

_____
County Clerk

CERTIFICATE OF DEDICATION AND OWNERSHIP

Know all men by these presents, that the undersigned, being all of the Owner(s), Mortgagee(s) and Lien-holder(s) of certain lands in Gunnison County, Colorado, described as follows:

Township 49 North. Range 1 West. N.M.P.M.

Section 13: SW1/4SWI/4

Section 14: W1/2SE1/4 and SE1/4SE1/4

Section 23: NE1/4NE1/4

Section 24: W1/2NW1/4

EXCEPTING THEREFROM the property more fully described in the deeds recorded in the Office of the Gunnison County Clerk and Recorder at the following books and pages:

Book 366 at page 282	Clarence C. Chalnbers and Dorothy Pauline Chambers
Book 517 at page 11	Richard E. Marquardt and Mary E. Marquardt
Book 421 at page 91	Cecil R. Westerbur and Vernadeen C. Westerbur
Book 430 at page 354	Kenneth D. Hill and Barbara A. Hill
Book 431 at page 485	The County of Gunnison
Book 478 at page 217	Cecil R. Westerbur and Vernadeen C. Westerbur
Book 478 at page 219	Kenneth D. Hill and Barbara A. Hill
Book 481 at page 334	Kenneth R. Bergan and Diana L. Bergen
Book 481 at page 336	Cecil R. Westerbur and Vernadeen C. Westerbur
Book 481 at page 338	Kenneth D. Hill and Barbara A. Hill
Book 347 at page 97	James J. Graham and Zeta I. Graham
Book 689 at page 685	William T. Edwards, Jr. and Donna E. Edwards
Book 721 at page 83	County of Gunnison
Book 768 at page 589	Randy L. Payne and Kathy S. Poyne

FURTHER EXCEPTING THEREFROM that property platted as PANOVIEW PARK SUBDIVISION according to the Plat recorded February 16, 1978, bearing Reception No. 324547. County of Gunnison,
State of Colorado.

in Gunnison County, Colorado, under the name of GRAHAM SUBDIVISION have laid out, platted cnd/or subdivided the same as shown on this plat cnd do hereby decicate and convey to the owners of lots, tracts, or parcels within this subdivision and their guests, but not to the public at large, the common right to use streets, alleys, roads and other public areas as shown hereon and hereby dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

Executed this _____ day of _____, 2025.

OWNERS:

By_____
Kevin Graham

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged and executed before me this _____ day of _____ 2025, by Kevin Graham.

Witness my hand and official seal. _____
Notary Public

GUNNISON COUNTY PLANNING COMMISSION APPROVAL

The Planning Commission of Gunnison County, Colorado, hereby recommends _____ approval of this plat of the above subdivision, such recommendation being made at a meeting of said Commission held on this _____day of _____,A.D. 20____.

_____
Chairperson

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado on this _____ day of _____, A.D. 20____, Reception Number_____, Time _____.

County Clerk and Recorder

_____
By: Deputy

GRAHAM SUBDIVISION
WITHIN THE SE1/4 OF SECTION 14, T49N, R1W, NMPM
GUNNISON COUNTY, COLORADO

PEARSON SURVEYING P.O. BOX 652 GUNNISON, CO 81230 970-641-2910 PROJECT # 24-1-1	DATE : 3/26/24 LATEST REVISION DATE : 1/15/25 SHEET 1 OF 1

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster; LUC-24-00052; Gunnison Bank & Trust C

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The Gunnison Bank & Trust Company requests the cluster of Units 11 and 12 of the Pioneer Plaza Commercial Townhomes within Crested Butte South.

Fiscal Impact:

Submitted by: Rachael Blondy **Submitter's Email Address:** rblondy@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 3/11/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/11/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 3/18/2025

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Rachael Blondy, *Planner II*
(970) 641-7932
rblondy@gunnisoncounty.org
www.GunnisonCounty.org

To: Board of County Commissioners
RE: LUC-24-00052 | Lot Cluster | Gunnison Bank & Trust Company
Memo Date: March 11, 2025
Date: March 18, 2025

The Gunnison Bank & Trust Company (Applicant), represented by Christopher Klein Construction, requests the cluster of Units 11 (Parcel # 3257-272-40-011) and 12 (Parcel # 3257-272-40-012) of the Pioneer Plaza Commercial Townhomes (PPCT) within Crested Butte South, as shown in Exhibit A. The Applicant has provided a statement of no liens on the property (as the bank itself is the lienholder) and approval from the Pioneer Plaza Commercial Townhomes Association, Inc. (PPCTA) Board of Directors. The CB South POA approved the lot cluster on January 9, 2025. There are no utility easements along the lot line being vacated.

The application was reviewed by planning staff and the County Attorney's Office on March 5, 2025 and was found to comply with the standards of Land Use Resolution Article 5: *Administrative Review Projects That Require Land Use Change Permits*:

A. GENERAL STANDARDS. An application for a Land Use Change Permit for an Administrative Review Project shall comply with the following standards:
    1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.
    2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area.

The proposed lot cluster meets the specific standards enumerated in LUR Section 5-104:M – *Application Form for Lot Cluster*. The proposed lot cluster by The Gunnison Bank & Trust Company within the PPCT area is compatible with the allowed uses described within the uses and the PPCT covenants. The covenants can be accessed within the case file referenced below.

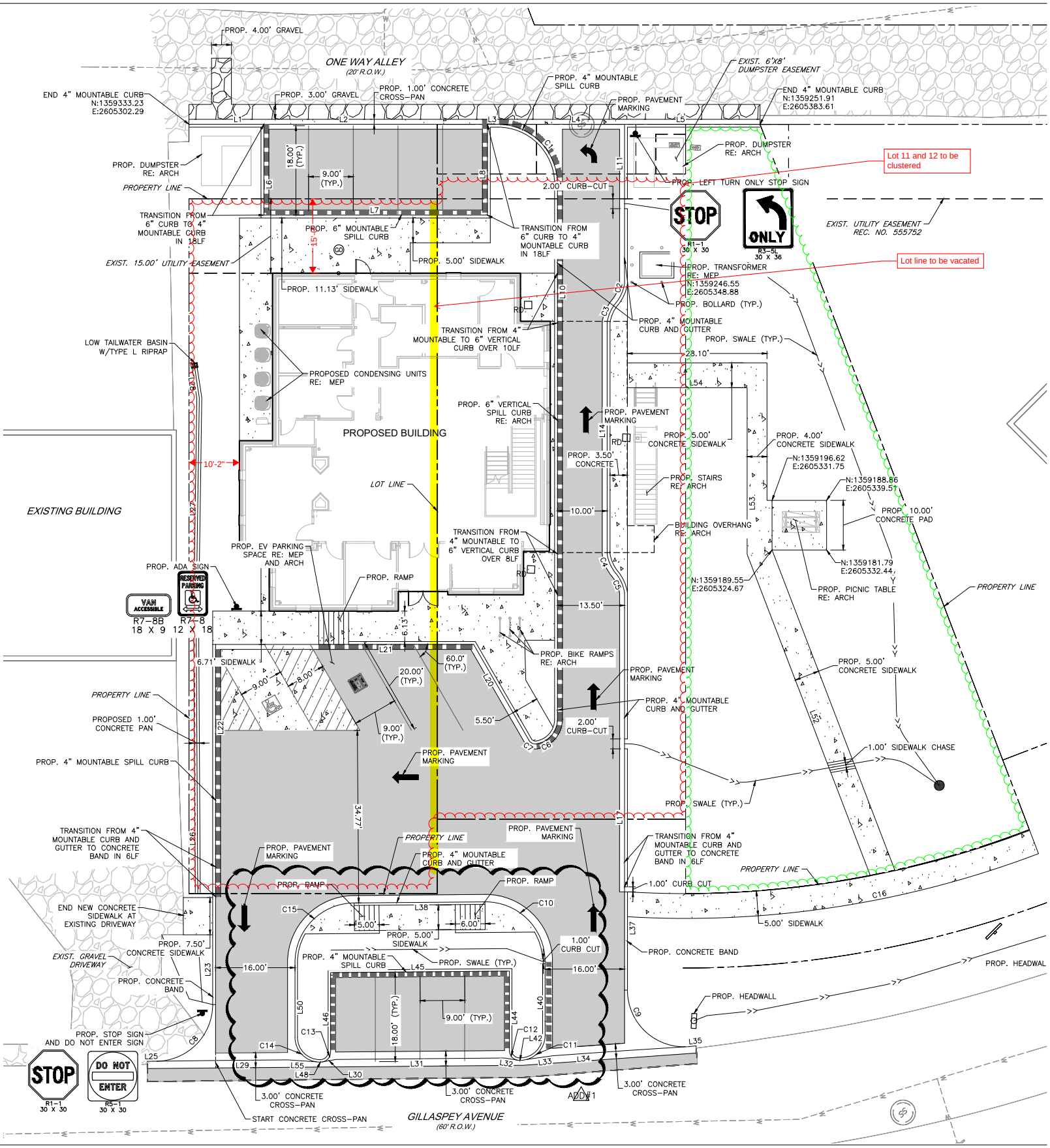
Thank you,

Rachael Blondy

Exhibits
You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-24-00052. Click on "Attachments".

A. Gunnison Bank & Trust Company Lot Cluster Site Plan
B. Lot Cluster Agreement and Declaration

28 Gillaspey Ave, Crested Butte, 81224



GUNNISON COUNTY

LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting_____(filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and The Gunnison Bank & Trust Company
(Owner) **(Owner)**

_____ _____
(Owner) **(Owner)**

RECITALS:

Legal Description: Complete – please attach if too long

Unit 11, Pioneer plaza Commercial townhomes, Crested butte south

Unit 12, Pioneer Plaza Commercial townhomes, Crested butte south

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution.*

2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.

4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.

5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations.*

6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration.*

Date: 9/25/24 — The Gunnison Bank & Trust Co, EVP
Owner

Date: _____
Owner

Date: _____
Owner

Date: _____ — N/A
Mortgage or Lien Holder

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 25 day of September 2024 by Chad Zummach, The Gunnison Bank + Trust Co **(Owner/s).**

Witness my hand and official seal.

My Commission expires: 10/6/25

Notary Public

Address: 232 W. Tomichi Ave
Gunnison, CO 81230

SARAH KOSIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134057802
MY COMMISSION EXPIRES OCTOBER 6, 2025

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____20___ by _____ **(Mortgage/Lien Holder).**

Witness my hand and official seal.

My Commission expires: _____

_____
Notary Public

Address:

Date: _____

_____ _____ _____
Chairperson Vice-Chairperson Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

_____
Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Boundary Line Adjustment; LUC-24-00051; Proffitt

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Jeremiah and Chandra Proffitt, represented by Jacob With, of Law of the Rockies, request an approval of a Boundary Line Adjustment between their two adjacent residential parcels in the Sapinero Area; a 165.46-acre parcel located at 14752 US Highway 50, and a 16.4-acre parcel located at 275

Fiscal Impact:

Submitted by: Jena Greene **Submitter's Email Address:** jgreene@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 3/13/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/13/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 3/18/2025

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Jena Greene, *Planner I*
(970) 641-7929
jgreene@gunnisoncounty.org
www.GunnisonCounty.org

To: The Gunnison Board of County Commissioners
RE: LUC-24-00051 | Boundary Line Adjustment | Proffitt
Memo Date: March 11, 2025

The Applicant, Jeremiah and Chandra Proffitt, represented by Jacob With, of Law of the Rockies, request an approval of a Boundary Line Adjustment (BLA) between their two adjacent residential parcels in the Sapinero Area: a 165.46-acre parcel located at 14752 US Highway 50 Parcel # 3983-000-00-110 (Parcel A) and a 16.4-acre parcel located at 275 Cove Road Parcel # 3983-000-00-071 (Parcel B), as shown in Exhibit A. Resultant Tract A would be 178.45 acres and Tract B would be 3.41 acres. Both parcels are, and will continue to be, accessed via the improved road that is shown as the easement from Cove Road. The easement (exhibit B) will be provided to ensure access for both parcels.

LUC-24-00051 was reviewed by planning staff and the County Attorney's Office on November 13, 2024 and was found to comply with the standards of Land Use Resolution Article 5 - *Administrative Review Projects That Require Land Use Change Permits.*

Section 5-103:A STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS

1. *COMPLY WITH APPLICABLE STANDARDS* – The application complies with all applicable standards.
2. *COMPATIBILITY WITH COMMUNITY CHARACTER* – The resulting parcels will be 178.45 acres and 3.41 acres. Surrounding areas include the Lake Fork Cove and Blue Mesa Village Subdivisions, residential areas with lots that range from ¼ acres to just under 2 acres; mixed use commercial property currently known as the Blue Mesa Outpost, and large parcels that are currently used for agriculture.

Section 5-103:A.3.a ADDITIONAL STANDARDS APPLICABLE TO BOUNDARY LINE ADJUSTMENTS

1. *INSUBSTANTIAL CHANGE* – Parcel A will be increased by approximately 7.85% and Parcel B will be decreased by approximately 79.2%.
2. *NOT CREATE ADDITIONAL LOTS* – The boundary line adjustment will not create additional lots.
3. *MINIMUM LOT SIZE* – The resulting parcels will both be above the 1-acre minimum lot size.

Section 5-104:L APPLICATION FORM FOR BOUNDARY LINE

1. *CONSENT OF ALL LANDOWNERS AND MORTGAGE* HOLDERS – Notarized written consent from the landowners can be found in Citizen Access.
2. *SURVEY PLAT* – The BLA plat meets all standards listed in this section.

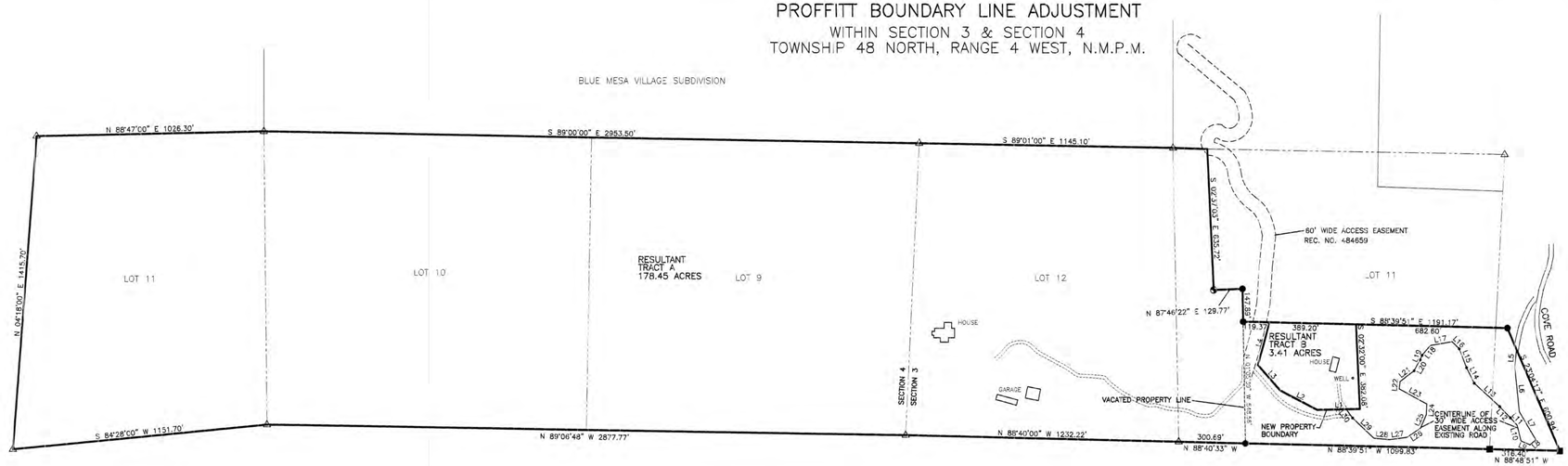
Exhibits

You may review the entire application at https://permitdb.gunnisoncounty.org/citizenaccess, click "Projects", search by application number LUC-24-00051, Click on "Attachments".

A. Plat
B. Easement Agreement

PROFFITT BOUNDARY LINE ADJUSTMENT

WITHIN SECTION 3 & SECTION 4
TOWNSHIP 48 NORTH, RANGE 4 WEST, N.M.P.M.



LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 88°43'52" W	191.49'
L2	N 62°18'52" W	188.23'
L3	N 41°06'35" W	152.49'
L4	N 15°12'55" E	198.57'
L5	S 05°04'48" W	80.89'
L6	S 05°39'33" E	200.99'
L7	S 30°30'05" E	147.43'
L8	S 49°00'48" W	34.58'
L9	N 67°13'39" W	44.25'
L10	N 14°02'34" W	73.93'
L11	N 42°52'59" W	44.07'
L12	N 43°22'26" W	69.74'
L13	N 47°31'14" W	155.83'
L14	N 26°14'42" W	78.32'
L15	N 21°05'33" W	91.80'
L16	N 45°11'36" W	44.97'
L17	S 80°22'58" W	99.94'
L18	S 40°03'02" W	58.27'
L19	S 21°52'20" W	22.30'
L20	S 29°11'13" W	56.79'
L21	S 52°26'42" W	80.23'
L22	S 05°18'26" W	32.98'
L23	S 61°05'41" E	141.45'
L24	S 02°50'03" W	48.32'
L25	S 23°08'59" W	64.79'
L26	S 55°53'55" W	74.73'
L27	S 82°16'55" W	79.24'
L28	N 84°32'15" W	70.42'
L29	N 46°36'29" W	131.81'
L30	N 35°41'26" W	48.57'

N

LEGEND
- ■ Found BLM brass cap monument
- ● Found rebar with cap "LS 24299"
- △ BLM Monument – record
- ◔ Found rebar with cap "LS 12180"

300 0 300 600
Scale: 1" = 300'

CERTIFICATE OF DEDICATION AND OWNERSHIP

The undersigned, being all of the Owner(s) and Lienholder(s) of certain lands in Gunnison County, Colorado, described as follows:

TRACT A

Township 48 North, Range 4 West. N.M.P.M.

Section 3: Lot 12 and a strip of land 300 feet wide in Lot 11 lying immediately East and adjacent to the West bourdcry of Lot 11 running North and South for the full length of said Lot 11, for approximately 1320 feet,

Section 4: Lots 9,10 and 11

EXCEPTING FROM all of the above described property the following parcels of land:

a) That property deeded to the United States of America in Deed recorded August 25, 1961 in Book 355 at page 77.

b) That property deeded to James A. Betts in Warranty Deed recorded January 14, 1969 in Book 408 at page 55.

c) That property deeded to Charles L. Roth and Donna B. Roth in Warranty Deed recorded June 25,1969 in Book 410 at page 277.

d) That property deeded to James A. Beto in Warranty Deed recorded December 31, 1969 in Book 415 at page 376.

e) That property deeded to David S. Alley and Carla J. Alley in Warranty Deed recorded September 4,1996 in Book 790 at page 8.

f) That property deeded to David S. Alley and Carla J, Alley in Warranty Deed recorded September 4,1996 in Book 790 at page 10.

g) That property deeded to David S. Alley and Carla J. Alley in Warranty Deed recorded August 23, 2000 as Reception No. 504448.

h) Any property transferred or lost by virtue of Boundary Agreement Survey Plat recorded September 28, 2003 as Reception No. 535317 and Affidavit of Correction recorded January 14,2004 as Reception No. 538274,

County of Gunnison,
State of Colorado.

TRACT B

Township 48 North, Range 4 West. N.M.P.M.

Section 3: A tract of land within Lots 10 and 11 in said Section 3, more particularly described as follows:

Commencing at the southwest corner of said Lot 11, thence East 300.00 feet along the south boundary of said Lot 11 to the southeast corner of the property conveyed from Wilson et al to Hardesty by deed, (said deed recorded in Book 782 at page 753 of the records of Gunnison County), said corner also being the POINT OF BEGINNING for the herein described tract thence the following courses around said tract:

1. East 1020.00 feet more or less along the south boundary of said Lot 11 to the southeast corner of said Lot 11;

2. East 330.00 feet along the south boundary of said Lot 10 to the southeast corner of the property recorded by exception in deed from Austin to USA as recorded in Book 355 at page 77 of said records;

3. North 26°33'54" West 600.94 feet more or less along the property excepted to Austin (as described in Book 355 at page 77 of said records);

4. West 1081.25 feet more or less to a point on the easterly boundary of said Wilson et al property;

5. South 537.50 feet more or less to the POINT OF BEGINNING for the herein described tract.

The word "Lots" as used herein refer to subdivisions of Section 3 created by the original US Government Survey of this Township.

EXCEPTING THEREFROM any portion of the above described property which was lost as a result of Boundary Agreement Survey Plat recorded September 29, 2003 as Reception No. 535317;

in Gunnison County, Colorado, do hereby lay out and permanently adjust the boundaries between the above described Tract A and Tract B as shown hereon for the Resultant Tract A and Resultant Tract B.

Executed this _____ day of _____, 2025.

OWNERS:

By_____
Jeremich Proffitt:

By_____
Chandra Proffitt

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged and executed before me this _____ day of _____ 2025, by Jeremiah Proffitt and Chandra Proffitt.

Witness my hand and official seal. _____
Notary Public

LIEN HOLDER:

Delta County Federal Credit Union

By: _____(sign)
_____ (name)
Its: _____ (title)

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged and executed before me this _____ day of _____ 2025, by _____ as _____ of Delta County Federal Credit Union.

Witness my hand and official seal. _____
Notary Public

ATTORNEY'S OPINION

I, Jacob A. With, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in Jeremiah Proffitt and Chandra Proffitt and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:
1. All matters shown hereon or otherwise described or identified hereon.
2. Distribution of utility easements, including cable TV.
3. Inclusion of the property within any special district.
4. The lien for real property taxes for current and subsequent years.
5. Reservations and exception set forth in United States Patent recorded June 2, 1955 in Book 298 at page 305.
6. Grant of Electric Transmission Line Easement to the United States of America as set forth in said document recorded January 9, 1.962 in Book 356 at page 386.
7. Right of Way Easement to the Gunnison County Electric Association, Inc., a Colorado corporation as recorded November 25, 1. 966 in Book 393 at page 263 and Book 393 at page 264 and recorded May 1.3,2005 as Reception No. 553547, Reception No. 553548, Reception No. 553549, Reception No. 553550, and Reception No. 553557 and any and all assignments thereof or interests therein.
8. Road and Utility Easements as set forth in instrument recorded November 25, 1968 in Book 407 at page 208, 209, and 210, and any and all assignments thereof or interests therein.
9. Rights of way reserved in warranty deed from Norman A. Austin and Jeanne M. Austin to Nick H. Gray recorded April 8, 1971 in Book 427 at page 211.
10. Terms and conditions in Resolution No. 19, Series 1996, by the Board of County Commissioners of Gunnison County approving a land use change as recorded June 7, 1996 in Book 784 at page 448.
11. Utility Easement granted to Gunnison County Electric Association, Inc., being 15 feet in width, as recorded July 26, 1996 in Book 787 at page 677, and any and all assignments thereof or interests therein.
12. Perpetual easement and right of way, and incidental purposes, granted to Steven L. Barton and Margaret A. Barton by David S. Alley and Carla J. Aley in Warranty Deed recorded June 26, 1998 as Reception No. 484980, and any and all assignments thereof or interests therein.
13. Boundary Agreement Survey Plat recorded September 28,2003 as Reception No. 535317 and Affidavit of Correction recorded January 14, 2004 as Reception No. 538274.
14. The effect of Subdivision Exemption Plat recorded May 18, 2005 as Reception No. 553713.
15. Agreement Regarding Barton Easement recorded May 14,2004 as Reception No. 542040.
16. Any rights, interests, claims, easements, or loss of property, which may exist or arise by reason of the conflict in boundary lines, if any, as a result of the Plat of Survey of Homeowners Association Boundary recorded July 19, 2000 as Reception No. 503417.
17. Certificate of Administrative Review recorded October 1, 2021 as Reception No. 679803.
18. Certificate of Variance Approval recorded August 12, 2021 as Reception No. 678406.
19. Deed of Trust recorded July 22, 2021 as Reception No. 676983.

_____
Jacob A. With, Atty. Reg. No. 40546 Date
Law of the Rockies
525 N. Main St.
Gunnison, CO 81230

SURVEYOR'S CERTIFICATE

I, Timothy E. Pearson, a registered land surveyor in the State of Colorado, certify that this plat and the survey referred to herein were made under my direction and control and that both are true and correct to the best of my knowledge.

Dated this _____ dcy of _____, A.D. 20____.

_____
Timothy E. Pearson
Colorado L.S. No. 34979

BOARD OF COUNTY COMMISSIONERS APPROVAL

The within plat of the boundary line adjustment PROFFITT BOUNDARY LINE ADJUSTMENT is approved this _____ dcy of _____, A.D. 2025.

_____
Chairperson

ATTEST:

_____
County Clerk

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado on this _____ day of _____, A.D. 20____, Reception Number_____, Time _____.

County Clerk and Recorder

_____
By: Deputy

PROFFITT BOUNDARY LINE ADJUSTMENT
WITHIN SECTION 3 & SECTION 4
TOWNSHIP 48 NORTH, RANGE 4 WEST, N.M.P.M.
GUNNISON COUNTY, COLORADO

PEARSON SURVEYING
P.O. BOX 652
GUNNISON, CO 81230
970-641-2910
PROJECT # 20--1-4

DATE : 7/1/24
LATEST REVISION DATE : 1/30/25

EXHIBIT C

GRANT OF EASEMENT

This Grant of Easement is entered into effective this ___ day of _____, 2024 by and between Jeremiah Proffit and Chandra Proffitt as grantor (collectively, the "Proffitts") and Lee Bender as grantees (collectively, "Grantee").

I. Recitals

A. The Proffitts own Resultant Tract A according to the Proffitt Boundary Line Adjustment as recorded at Reception No. _____ [1] ("Resultant Tract A").

B. Grantee owns Resultant Tract B according to the Proffitt Boundary Line Adjustment as recorded at Reception No. _____ ("Resultant Tract B").

C. The Profitt Boundary Line Adjustment as Recorded at Reception No. _____ (the "Plat") shows the "Centerline of 30' wide access easement along existing road" (the 30 foot wide existing road along such centerline being the "Shared Road").

II. Grant of Easement and Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the above recitals and below agreements and conveyances, the Parties agree and convey as follows:

1. *Conveyance of Easement*. The Proffitts do hereby grant and convey to Grantee for ingress and egress to and from Resultant Tract B a non-exclusive easement over and across the Shared Road (the "Easement"). The Easement:
    a. Shall be for the benefit of Grantee and Grantee's licensees and invitees.
    b. Includes the right to ingress and egress by any motor vehicle that may legally be operated on the public highways of the state of Colorado, on foot, and on bicycle.
    c. May be used year-round by Grantee, including its licensees and invitees.
    d. Is subject to the right of the Proffitts to erect and maintain one or more gates across the Easement to limit and prohibit access by third parties, including without limitation the right of the Proffitts to only allow access through such gate or gates by key, combination, or any other lock in their sole discretion and as may be changed in their sole discretion from time to time.
    e. Is subject to the right of the Proffitts to erect and maintain one or more cattleguards across the Easement.

[1] All references to recorded documents are to documents recorded in the real property records of Gunnison County, Colorado.

f. Is subject to the right of the Proffitts to relocate and install new gates and cattleguards across the Easement from time to time and in their discretion provided that the Proffitts shall provide Grantee with such key, combination or other mechanism as allows Grantee access to the Easement.

2. *No Warranties*. The Proffitts are not representing or warrantying the Easement or their ownership of the Shared Road.

3. *Maintenance of Easement*. The Shared Road shall be maintained in a state capable of passage by a passenger vehicle except during those months when snow accumulations prevent access without plowing. Neither party shall be required to snowplow the Shared Road, but the Proffitts and Grantee shall each have the right to snowplow the Shared Road in their respective discretion and at their respective sole cost and expense. The reasonable costs of maintaining the Shared Road, excluding the costs of snowplowing, shall be paid one-half by the Proffitts and one-half by Grantee (a "Shared Expense"). Unless agreed to in advance by the other party, Shared Expenses shall not include labor charges for either party, but may include labor charges for the party's contractor. Prior to incurring any Shared Expense, the party desiring to incur that expense must communicate to the other party the amount of expense to be incurred and the nature of the work to be performed. The parties shall pay their share of any Shared Expense within 30 calendar days of receipt of an invoice for the Shared Expense. Any amounts not paid within 30 calendar days shall bear interest at the rate of 10% per annum. Notwithstanding the above, any party who causes damage to the Shared Road or infrastructure relating to the same, including any gate or cattleguard across the Shared Road, shall be solely responsible for repairing such damage, including paying all costs and expenses of such repair and making the repair as soon as is practicable. Specifically, but without limitation, if any party uses a piece of heavy equipment on the roadway that causes damage to the roadway, that party shall repair the roadway to good condition at that party's sole cost and expense and shall do so as soon as practicable.

4. *Termination of Other Rights*. Grantee waives, disclaims and terminates any and all other easements for the benefit of the owner of Resultant Tract B on, over, across or to Resultant Tract A, regardless of whether such easement is express or implied.

5. *Runs with the Land; No Third-Party Beneficiaries; Not CCIOA*. This Grant of Easement, the Easement granted hereunder, and the other terms, conditions and obligations of this Grant of Easement shall run with the land, both Resultant Tract A and Resultant Tract B, and shall be binding upon and inure to the benefit of the owners of Resultant Tract A and Resultant Tract B. There are no third-party beneficiaries to this Grant of Easement. Nothing contained in this Grant of Easement is intended to create a common interest community. Resultant Tract A

and Resultant Tract B are not in a common interest community and are not subject to the Colorado Common Interest Ownership Act.

6. *Governing Law and Venue*. This Grant of Easement shall be governed and construed in accordance with the laws of the State of Colorado. The state courts located in Gunnison County, Colorado shall have exclusive jurisdiction over, and be the exclusive venue for, any dispute arising out of or relating to this Grant of Easement.

7. *Recording*. This Grant of Easement shall be recorded in the records of Gunnison County, Colorado. The Proffitts shall pay all costs of recording.

IN WITNESS WHEREOF, the parties have executed this Grant of Easement effective as of the date set forth above.

GRANTORS:

_____
Jeremiah Proffit

_____
Chandra Proffitt

STATE OF COLORADO)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___ day of_____, 2024, by Jeremiah Proffit and Chandra Proffitt.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

GRANTEE:

_____
Lee Bender

STATE OF COLORADO)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___ day of_____, 2024, by Lee Bender.

Witness my hand and official seal.

My commission expires: _____

_____

Notary Public

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Adjusting Ground Rent for Use of Premi

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Resolution adjusting ground rent for use of premises at the Gold Basin Industrial Park.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 3/6/2025

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

Comments:
Legally sufficient. SO 3/11/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/11/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 3/18/2025

Revised April 2015

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 25-_____

A RESOLUTION ADJUSTING GROUND RENT FOR USE OF PREMISES AT THE GOLD BASIN INDUSTRIAL PARK

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado owns and operates the Gold Basin Industrial Park located in the County of Gunnison, State of Colorado and as legally described as 38.79 acres in NE4NW4. Section 11 49N1W #499861 and portions of 21.28 acres in SE4SW4. Section 2 49N1W #499861; and

WHEREAS, the Board of County Commissioners wants to adjust the ground rental rate where such an adjustment is not precluded by a current written lease; and

WHEREAS, the Board of County Commissioners is taking this action in order to better fund the operation and maintenance of the Gold Basin Industrial Park; and

WHEREAS, the Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers, as published by the United State Department of Labor Bureau of Labor Statistics, for 2024 was 327.572, a 2.27% increase from 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that effective on April 1, 2025:

1. The ground rental rate shall be in the amount of $3,859.00 per annum per acre of premises occupied.

2. Premises occupied will be rounded to the nearest thousandth of an acre (x.xxx acres).

BE IT FURTHER RESOLVED THAT these rates shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by Commissioner _____ and adopted this ____ day _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____
Laura Puckett-Daniels, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Jonathan Houck, Commissioner

Attest:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Authorizing a Temporary Closure for a

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

In order to replace the deteriorating deck of the bridge on the north end of County road 10, a full closure of the bridge and road of the bridge is needed. County staff will remove and replace the deck during the closure. Residential access is maintained for all properties but the choice of path is

Fiscal Impact:

Submitted by: MARTIN SCHMIDT **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 3/13/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/13/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 3/18/2025

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 25-____

A RESOLUTION AUTHORIZING A TEMPORARY CLOSURE FOR A PORTION OF COUNTY ROAD 10 ALSO KNOWN AS WALKER LANE AT GUNNISON COUNTY BRIDGE #GUN10-01.20

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter the "Board") has the legal authority to regulate and control the use of certain highways and roads in Gunnison County, Colorado; and

WHEREAS, pursuant to C.R.S. § 42-4-111 (1)(v) and C.R.S. §18-9-117(1)(b),(c), and (f) the Board has the authority to adopt temporary regulations and closures as may be necessary to cover special conditions; and

WHEREAS, Colo. Rev. Stat. §§ 42-1-102(43) and 42-4-106 authorize Gunnison County to prohibit the operation of identified vehicles on any road or bridge open to use of the public for purposes of vehicular travel for a total period not to exceed ninety (90) days in any one calendar year; and

WHEREAS, Gunnison County bridge GUN10-01.20, located on County Road 10 (Walker Lane), approximately 4.27 miles from the frontage road on the south end and .35 miles from Highway 135 on the north end is in need of a necessary bridge deck replacement; and

WHEREAS, Closure of the aforementioned bridge from April 21, 2025 to approximately May 16, 2025 is necessary to accommodate the needed replacement of the bridge decking; and

WHEREAS, the Board acknowledges that it is necessary that property owner(s) and occupant(s) of adjacent lands are able to access their land and that this closure does not eliminate access for any property owner; and

WHEREAS, adjacent property owner(s) and occupant(s) of adjacent lands may have to only use the south entrance of County Road 10 to access their residents/land during this project; and

WHEREAS, adjacent property owner(s) and occupant(s) of adjacent lands may have to only use the north entrance of County Road 10 to access their residents/land during this project; and

WHEREAS, the temporary closure of Gunnison County bridge GUN10-01.20 will not adversely affect health and safety nor will it cause substantial injury to the owner(s) or

occupant(s) of adjacent land(s); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that Gunnison County bridge GUN10-01.20, located on County Road 10 (Walker Lane), approximately 4.27 miles from the frontage road on the south end and .35 miles from Highway 135 on the north end is in need of a necessary bridge deck replacement and shall be closed from April 21, 2025 to approximately May 16, 2025 to accommodate the needed repairs.

INTRODUCED by Commissioner _____, seconded by

Commissioner _____, and adopted this ___ day of March, 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Laura Puckett-Daniels, Chairperson

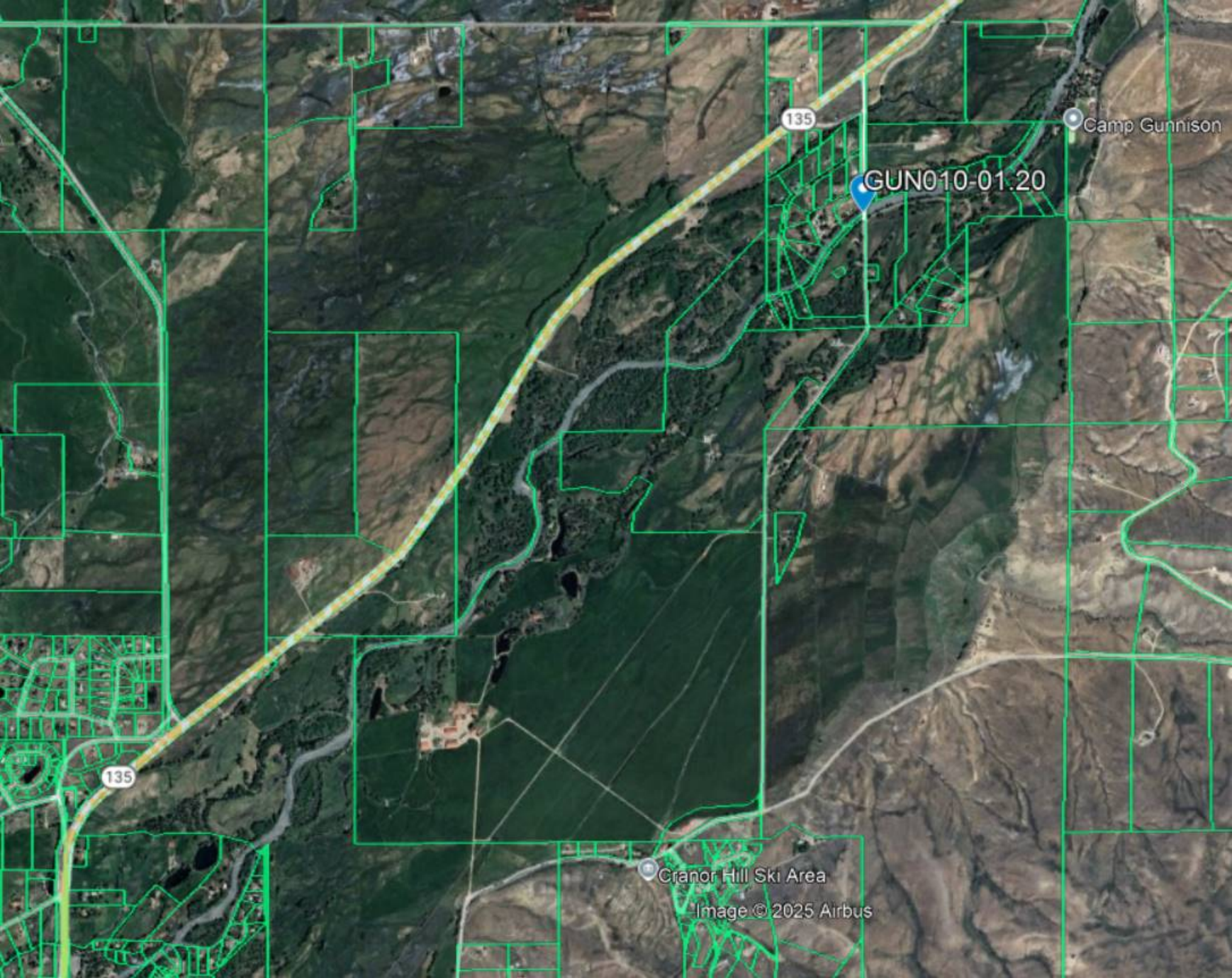
By: _____
Elizabeth K Smith, Vice Chairperson

By: _____
Jonathan Houck, Commissioner

ATTEST:

_____
Deputy County Clerk


Central Colorado Veterinary
GUN010-01.20
10
9
9
10


135
Camp Gunnison
GUN010-01.20
135
Cranor Hill Ski Area
Image © 2025 Airbus

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendments to the Crested Butte South Special Area

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Request to amend the CB South Special Area Regulations.

Fiscal Impact:

Submitted by: Hillary Seminick **Submitter's Email Address:** hseminick@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 3/13/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/13/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 20

Agenda Date: 3/18/2025

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Hillary I. Seminick, AICP, *Planning Director*
(970) 641-7925
hseminick@gunnisoncounty.org
www.GunnisonCounty.org

To: The Gunnison County Board of County Commissioners

Re: LUC-24-00006 Amendments to the Crested Butte South Special Area Regulations, aka the CB South Commercial Area Master Plan (CAMP)

Memo Date: March 11, 2025

Meeting Date: March 18, 2025

*I. **Background***

The CB South Property Owners Association (POA) submitted LUC-24-00006 for minor amendments to the CB South Commercial Area Master Plan, or CAMP (herein referred to as "Regulations"). Gunnison County requested that the POA provide recommendations for an amendment of the Regulations to comply with the Tyzzer litigation. Through the review process, it was found the Regulations could be better organized for clarity. The CB South Special Area Regulations, or CAMP, are Gunnison County regulations promulgated by the Gunnison County Land Use Resolution (LUR). The amendment before the BOCC is staff's recommendation based on the POA's request. Exhibit 1. *Draft Regulations* provides a redline of these changes, and a summary of the changes is outlined below.

*II. **Summary of Amendments***

1. Substantive Amendments
    - A. CB South Commercial Area Master Plan (CAMP) to CB South Special Area Regulations (SAR)
        - i. The CAMP reference has been historically confusing because the document applies to all CB South.
        - ii. References to CAMP have been amended to SAR throughout document.
        - iii. Amendments to CAMP references does not mean the CB South master plan – this document – has been repealed and/or replaced.
    - B. SAR Section 3. *Relationship to Gunnison County*
        - i. New SAR Section 3.4 *Gunnison County Land Use Resolution Control*
            1. LUR control references deleted throughout.
        - ii. Deleted SAR Section 3.4 *Interpretations*
            1. Created new SAR Section 6.4 *Interpretations.*
        - iii. Created SAR Section 6.6 *Appeal.*
    - C. SAR Section 4. *Definitions*
        - i. Added "Gunnison County Community Development Department" definition.
        - ii. Removed "Planning Department" definition.
        - iii. Added "SAR" definition, which references the "Crested Butte South Commercial Area Master Plan" or CAMP.

iv. Added “Design Review Committee (DRC) Manager” definition.
v. Deletion of duplicate “Multi-Family Dwelling Unit” definition, this residential dwelling unit type is already defined under “Dwelling Unit”.
vi. The POA requested a “mother-in law suite” definition, this was added as a new definition until the Dwelling Unit definition as a “Secondary Unit Intended Only for Sleeping without a Kitchen” to be consistent with the LUR use described in LUR Section 4-102:B.10. *Secondary Structure Intended only for Sleeping*.

D. SAR Section 5. *Permitted and Prohibited Land Uses*
   i. SAR Section 5.1 *Introductory Provisions*
      1. Removed LUR control references.
      2. Rejected references to appeal process.
      3. Removed reference to the potential future conversion of Lots 32 and 34 of Block 5 into the CB South Village Center. Any amendment to the SAR, including this deleted provision in SAR Section 5.1.D, would be required to be amended pursuant to the LUR, as amended.
   ii. SAR Section 5.2 *Permitted Uses*
      1. Deleted reference that assembly halls “may require additional parking” because this section pertains to allowed uses, not dimensional standards, such as parking requirements.
      2. Added “Lodges” and “Condotels” as accommodation types in SAR Section 5.2.A.8 *Accommodations*.
      3. Expanded allowed products and uses of SAR Section 5.2.A.10. *Farmers Market* to include dairy and meat products, prepared foods, artisanal goods, and local non-profit information booths.
      4. Added “Veterinary Clinics” as a permitted use to SAR Section 5.2.A.6 *Medical and Dental Clinics and Professional Offices*.
      5. The addition of “Food Trucks” as an allowed secondary use in the CB South Village Center as described in SAR Section 5.2:A.17.

E. SAR Section 6. *Development Review Process & Permits*
   i. SAR Section 6.3 *CB South Special Area Permit*
      1. Deleted Section 6.3.B.6. *Notice to Public of Proposed Design Review*
         a. Timing and notice material requirements moved to SAR Section 6.7 *Notice of Public Hearing.*
      2. Deleted Section 6.3.B.7. *Notice to Public of Variance Request or Proposed Multi-Family Residences of Three or More Units.*
         a. Notice requirements for variance moved to SAR Section 6.5 *Variance.*
         b. Timing and notice material requirements moved to SAR Section 6.7 *Notice of Public Hearing.*
         c. POA proposed deleting noticing requirements for proposed multi-family units.
      3. Moved SAR Section 6.3.B.10 *Appeal* to SAR Section 6.6 *Appeal.*
      4. Moved SAR Section 6.4 *Variance* to SAR Section 6.5 *Variance*.
   ii. SAR Section 6.4 *Variance*

1. Formatted section to be consistent with SAR Sections 6.6 *Appeals*
2. Created the following subsections:
    a. Authority
    b. Applicability
    c. Variance Application
    d. Review process
    e. Public hearing required
    f. Variance standards
    g. Granting of Variance
    h. Appeal of Variance
3. Organized information in the introduction paragraph into the respective subsections identified above.
4. Removed the POA's authority to grant variances to SAR Section 7. *General Standards for Development*.
    a. This was removed because this section pertains to standards that apply to all development in Gunnison County, including but not limited to: building code, geologic hazards, stormwater management, wireless telecom structures, wetlands and water quality, wildlife habitat areas, and compliance with OWTS regulations.
5. Deleted reference regarding that there is no appeal process and added section for appeal of variance to the Gunnison County BOA.

F. New SAR Section 6.5 *Interpretation*
    1. Consolidated references.
    2. Outlined process for informal interpretation by the
    3. Outlined process for formal interpretation by the Gunnison County Community Development Director.

G. New SAR Section 6.6 *Appeal*
    i. Consolidated references to appeals into one section.
    ii. Created appeal process for decisions by the POA Manager or DRC to the POA Board.
        1. Created standards for standing to appeal.
    iii. Created appeal process for decisions by the POA Board to the Gunnison County BOA.
    iv. Created process/deadline for providing record by the POA Manager to the County for an appeal of 15 days. The County BOA must consider an appeal within 30 days, this is to ensure sufficient time for county staff and the BOA to review materials prior to the 30 day meeting deadline.

H. New SAR Section 6.7 *Notice of Public Hearing*
    i. Public noticing requirements were breadcrumbed throughout document and inconsistent.
    ii. Consolidated notice requirements for consistency and clarity.
    iii. Aligned process with Gunnison County LUR.
    iv. Cleaned up mailing of notice section to be clearer on who receives a mailing.

v. Amended language from requiring notice for the DRC meeting to "public notice is required for a public hearing to consider a CB South Special Area Permit…" to make more consistent with the language of SAR Section 6.3 *CB South Special Area Permit.*

vi. Amended noticing window to 15 days to match LUR.

I. SAR Section 8. *CB South Village Center Design Standards*

i. Section 8.2 *General Design Principles*

1. There were several standards that required currently unenforceable standards such as the provision of a "variety of businesses." These standards were amended to guidelines.

ii. SAR Section 8.22 *Pioneer Plaza and Remainder of Block 6 Master Development Plan*

1. Deleted references to "Remainder of Block 6 Master Development Plan" because the actions described in this section were achieved by BOCC Resolution No. 30, Series 2024.

J. SAR Section 11. *Amendment and Termination*

i. Changed title to "Amendment and Repeal"

ii. Changed references to termination to repeal.

iii. Miscellaneous cleanup.

2. Editorial Amendments

A. Specified references to either the LUR or SAR as applicable, e.g. rather than "this regulation" or "this section" amend to say, "the SAR" or "SAR Section ###", respectively.

B. The table of contents was updated, and all changes accepted to reduce the number of redline in the document.

C. General cleanup of section references and formatting.

D. Changed all references to "Gunnison County Planning Department" and "Gunnison County Building Department" to "Gunnison County Community Development Department". Added definition for "Community Development Department". Deleted "Planning Department" definition. This was changed to be consistent with County organization.

III. ***Exhibits***

1. Draft CB South Special Area Regulation Redline
2. Draft Resolution

Special Area Regulations

-Crested Butte South

draft

~~Proposed amendments:Month2023~~January 2025

~~Commercial Area Master Plan (CAMP) And Commercial Design Standards~~

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SECTION 1. PURPOSES

1.1 Crested Butte South ("Crested Butte South Special Area")

The Crested Butte South Special Area ("**Crested Butte South Special Area**" or "**CB South Special Area**") has been designated by the Board of County Commissioners of Gunnison County ("**BOCC"**) as a Special Area pursuant to Section 1-110: Process for Designating Special Areas of the *Gunnison County Land Use Resolution* ("**LUR**"), in Resolution No. 2003-46, and further adopted Special Area Regulations, in Resolution 2008-38 ~~as a Special Area~~. The following amendments thereto have been adopted as follows: Resolution No. 2017-5, Resolution No. 2020-14, and Resolution No. 2023-8. The terms and conditions of Resolution 2008-38, as they may be amended from time to time, shall control at all times.

1.2 Purpose

These purposes set forth in ~~this~~ the Crested Butte South ~~Commercial Area Master Plan~~Special Area Regulations (~~CAMP~~SAR) serve as basic goals for the development of the CB South Special Area and the review standards and process thereof. When there is a conflict between a statement of purpose and an adopted standard within the ~~CAMP~~SAR, or when an adopted standard is more specific, the standard shall supersede the purposes. The ~~CAMP~~ SAR shall be liberally construed to further the following purposes:

A. To Simplify LUR Review and Approval

To simplify the LUR review and approval process for real property wholly contained in the Crested Butte South Special Area.

draft

B. To Promote a Compact Commercial and Business Development Pattern

To promote a compact mixed-use development pattern wholly contained in the Crested Butte South Special Area.

C. To Protect the Environment; Public Health, Safety and Welfare; Public Services, Facilities and Property

To avoid or mitigate potential impacts caused by land development within the CB South Special Area, to the environment, to public services and facilities, property and public safety and welfare, and land use within the CB South Special Area and adjacent properties, to the maximum extent feasible.

D. To Provide Opportunity for New and Existing Businesses

To provide the opportunity for existing businesses to grow and new businesses to operate in close proximity to existing populations, services, utilities and transportation routes.

E. To Encourage Economic Diversity

To encourage, strengthen and promote greater economic diversity in the Crested Butte South Special Area.

SECTION 2. APPLICABILITY

The ~~CAMP~~ SAR applies to all development, including development of new buildings or structures, expansion of existing uses, and change of the use of land or structures within the CB South Special Area, including any and all commercial uses. The CB South Special Area encompasses the First through the Fourth Filings of the Crested Butte South Subdivision, recorded as follows:

- Crested Butte South – First Filing, August 21, 1970, Reception Number 280978
- Crested Butte South – Second Filing, September 24, 1970, Reception Number 281588
- Crested Butte South –Second Filing, Replat of Lots 1-3, and 10-15 all in Block 9, February 21, 1995, Reception Number 458318
- Crested Butte South – Second Filing, Corrected Plat, Lot 15, Block 11, June 18, 2002, Reception Number 521255
- Crested Butte South – Third Filing, January 4, 1971, Reception Number 282791
- Crested Butte South – Fourth Filing, December 1, 1971, Reception Number 291415
- Crested Butte South – Fourth Filing, Replat of Lots 4-6, Block 26, May 3, 2005, Reception Number 553180; all in the records of the Clerk and Recorder of Gunnison County, Colorado.

draft

This ~~CAMP~~SAR is in addition to and meant to be read in conjunction with the Amended and Restated ~~Crested Butte South~~ Covenants and Restrictions~~,~~ for Crested Butte South recorded on January 20, 2023, at Reception No. 689469, ~~Amendments and Resolutions (collectively~~ (Covenants and Restrictions), ~~and adopted~~ Rules and Regulations, and Residential Design Guidelines currently in use by the CB South Property Owners Association ("**P.O.A.**"), as each may be amended from time to time. In the event of any conflict between the ~~Regulations and the Covenants and Restrictions, Amendments and Resolutions, and adopted Rules, Regulations, and Guidelines~~any of the foregoing in use by the CB South P.O.A., the more restrictive regulation, rule, covenant or guideline shall control, subject to Section 3.4 below.~~.~~ Further, any reference to specific sections of the LUR is a reference to the current LUR, as it may be amended from time to time.

SECTION 3. RELATIONSHIP TO GUNNISON COUNTY

3.1 Uses Generally Exempt from Land Use Resolution

Development within the CB South Special Area shall be exempt from requirements of the LUR, unless otherwise specified herein, or by Gunnison County.

3.2 Definitions

Terms not otherwise defined hereunder shall be defined pursuant to the applicable sections of the LUR.

3.3 Construction and Word Usage

Construction and word usage shall be interpreted pursuant to the applicable sections of the LUR.

3.4 Gunnison County Land Use Resolution Appellate Procedures and Standards~~Control~~

Except as expressly stated~~-~~ in these regulations, the appellate procedures and standards of the LUR, as amended from time to time, shall control.

~~**3.4 Interpretations**~~

~~The CB South P.O.A. Manager and/or Board of Directors and the BOCC~~ Gunnison County Board of Adjustment, as defined hereafter, ~~as necessary shall have authority to interpret the CAMP in~~ the event an appeal is filed with respect to a decision made by the Design Review Committee or the POA Board of Directors~~during an appeal process. A written record of any interpretation shall be kept on file at the P.O.A. Offices.~~

~~**1.1 Appeals**~~

~~An appeal to a decision made by the Design Review Committee or the POA Board of Directors may be submitted to the Board of Adjustment pursuant to LUR Section 8-103: Appeals, as amended. A written record of any appeal shall be kept on file at the P.O.A. Offices.~~

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draft

SECTION 4. DEFINITIONS

This Section defines words, terms, and phrases used specifically in the ~~CAMP~~SAR. Terms not otherwise defined herein shall be defined pursuant to the Definitions section of the *Gunnison County Land Use Resolution*.

ADA refers to Americans with Disabilities Act of 1990 that sets forth requirements of accessibility to public and semi-public buildings, among other things, as may be amended from time to time.

BOA means the Gunnison County Board of Adjustment.

BOCC means the Board of County Commissioners of the County of Gunnison, Colorado.

BASEMENT means the floor of a building partly or entirely below ground level.

BUILDING CODE means the effective building codes as adopted by Gunnison County.

~~**CAMPSAR** means this Crested Butte South Special Area Regulations, formally known as "Commercial Area Master Plan" or CAMP, created to regulate the development and use of the Crested Butte South Special Area in conjunction with the designation of CB South as a Special Area pursuant to applicable Sections of the *Gunnison County Land Use Resolution*. The Crested Butter South Special Area remains a master planned community pursuant to the CAMP and the *Gunnison County Land Use Resolution*.~~

CERTIFICATE OF APPROVAL is a certificate issued by the Gunnison County Community Development Department ~~Planning Department~~ that states ~~that~~ the proposed project has received compliance review by both the Crested Butte South P.O.A.'s DRC and the Gunnison County Community Development Department ~~Planning Department~~ and the applicant is authorized to apply for the applicable building permit through the Gunnison County Community Development Department~~Building Department~~.

CERTIFICATE OF OCCUPANCY means a certificate issued by Gunnison County that provides proof that the building or structure has been constructed in conformance with the approved building permit plans and all applicable building codes.

COMMERCIAL means any establishment engaged in the retail and wholesale operations, professional offices ~~and incidental wholesale,~~ and the provision ~~o~~f goods or services ~~open to~~for the general public ~~or members only~~. "Commercial" also means "business."

COMMUNITY DEVELOPMENT DEPARTMENT means the Gunnison County Community Development Department, which includes both the Planning, Building, and Environmental Health offices.

COVENANTS AND RESTRICTIONS means the Amended and Restated ~~Crested Butte South~~ Covenants and Restrictions for Crested Butte South ~~, Amendments and Resolutions~~ recorded in the official records of Gunnison County, Colorado on January 20, 2023 at Reception No.

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689469 in Book 420 at page 404, as the same may be amended and/or restated from time to time.

CB SOUTH PLATS means the recorded plats for the First, Second, Third and Fourth Filings, Crested Butte South, Gunnison County Colorado.

CB SOUTH VILLAGE CENTER encompasses all of Block 6, Lots 5, 7, 9, 11, 13, 15, 17, 41 to 48 inclusive in Block 4; Lots 23 to 40 in Block 5, excluding Lots 32, 33, and 34, all within the Second Filing, including Pioneer Plaza. Lots 32-34 in Block 5 may be included in the CB South Village Center at the discretion of the P.O.A. Board only after notification of all immediately adjacent property owners, and at least one properly noticed public hearing.

CB SOUTH VILLAGE CENTER STRATEGIC PLAN refers to the illustrative strategic plan within the CB South Village Center Area as shown in Figure 8-1.

CB SOUTH METRO DISTRICT means the Crested Butte South Metropolitan District, a Colorado special district, which provides water and sewer services to Crested Butte South, and snowplowing and roadway maintenance services under a contract with Gunnison County.

CB SOUTH SPECIAL AREA a.k.a. Crested Butte South Special Area, shall mean all of the real property now or hereafter included in the Crested Butte South Subdivision, Filings 1-4, and and any subsequent fFilings, made subject to the CAMPSAR as more specifically described in SAR Section 2. *Applicability.*

CB SOUTH SPECIAL AREA PERMIT means the required permits issued by the P.O.A. in accordance with the requirements herein.

DESIGN REVIEW COMMITTEE (DRC) means the five (5) member Committee (with up to two alternates) established to review and act on plans for improvements on any lot to ensure compliance with the CAMPSAR, Residential Design Guidelines and the Covenants and Restrictions as appropriate. The DRC Manager is not a DRC member and therefore does not have a vote on DRC matters. The DRC is the Improvement Committee described in Sections 1.01-4 and 2.00 of the Covenants and Restrictions. The DRC shall be comprised of at least one (1) commercial lot owner, and no more than two (2) CB South Village Center lot owners, at least one two (12) residential-use-only lot owners, and no moreat least than one P.O.A. Board member, all of whom are appointed by the P.O.A. Board, with each member entitled to one vote on matters coming before the DRC, except that the DRC shall not include the DRC Manager as a member. A quorum of the DRC shall be three (3) members in order to hold a meeting and conduct business. Decisions rendered at meetings where only three (3) members are present must be unanimous. Each member shall serve a two-year term, and such terms shall be staggered. There shall beis no term limit for the DRC members.

DEVELOPMENT means any of the following activities (a) the construction, reconstruction, demolition, conversion, structural alteration, relocation or enlargement of any buildings or structures; (b) any use or change in use of any buildings, land or water; (c) any extension of any use of land; (d) any clearing, grading or other movement of land; (e) any dredging, filling, grading, paving, excavation or drilling operations; (f) any alteration; (g) any improvement; (h) any redevelopment; (i) any landscaping or (j) the storage, deposition or excavation of materials.

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DRC MANAGER means the agent, contractor or employee ~~or administrator~~ retained by the P.O.A. to ~~review and handle~~manage, advise and administrate, and provide staff support for, all matters pertaining to ~~the building process, including landscaping, in Crested Butte South~~the ~~adminstration~~administration of the SAR. ~~The DRC Manager advises the DRC on all projects for formal review, among other things.~~

DWELLING UNIT means a building or a portion of a building containing a single unit providing living facilities for one (1) or more persons, including permanent provisions for living, sleeping, a kitchen~~, as limited herein~~, and sanitation~~.~~

~~-~~Dwelling units are further classified as:

Accessory Dwelling Unit: A single-family dwelling located on the same lot as the primary single-family dwelling that meets the requirements for an accessory dwelling unit contained in Section 3. ~~Each dwelling unit may have one (1) kitchen without size limitation. Wet bars are also allowed in common living rooms, entertainment rooms and similar common areas that cannot be locked-off from the dwelling unit.~~

Multi-Family Dwelling Unit: A residential building containing three (3) or more dwelling units on one (1) lot. Multi-family dwelling units include apartment units and ~~,~~ condominium units. ~~and lodge units that may also be built with hotel units, hotel efficiency units and efficiency lodge units (please refer to the zoning designation definition that contains specific allowances and limitations for each type of multi-family dwelling unit that may limit kitchen and room configuration limitations for these unit types). When a kitchen size is not limited by a dwelling unit zoning designation definition, each dwelling unit may have one (1) kitchen without size limitation.~~

Duplex Dwelling Unit: A lot containing a building containing only two (2) dwelling units located on one (1) platted lot. ~~Each dwelling unit may have one (1) kitchen without size limitation. Wet bars are also allowed in common living rooms, entertainment rooms and similar common areas that cannot be locked-off from the dwelling unit.~~ A Secondary Unit Intended only for Sleeping without a Kitchen is permitted:~~A mother-in-law suite is permitted.~~

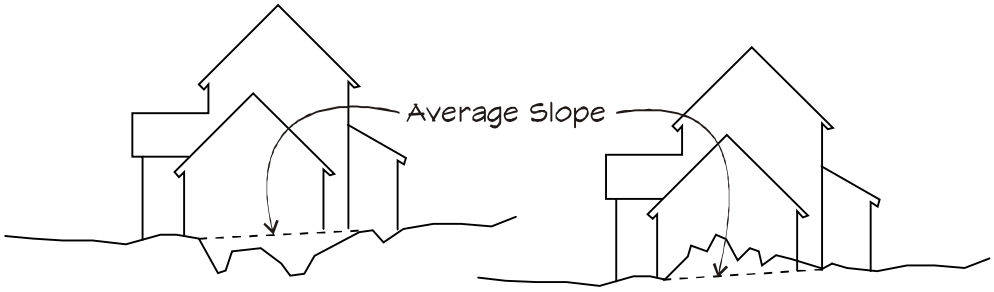
Single-Family Dwelling Unit: A building containing only one (1) dwelling unit located on one (1) lot. ~~Each dwelling unit may have one (1) kitchen without size limitation. Wet bars are also allowed in common living rooms, entertainment rooms and similar common areas that cannot be locked-off from the dwelling unit~~.~~-~~A Secondary Unit Intended only for Sleeping without a Kitchen is permitted:
~~A mother-in-law suite is permitted.~~

Secondary Unit Intended only for Sleeping without a Kitchen: An attached dwelling unit without a kitchen.

EXISTING GRADE means the original or natural topographic grade of a lot/property prior to any disturbance or grading work having been conducted. Existing grade shall be based on the USGS elevation provided on a wet-stamped survey of a property, by an engineer licensed in the State of Colorado, and completed prior to the date of the application. In the case of non-natural or highly irregular topography due to man-made impacts within the existing site development area, not created by the applicant, an average slope may be used (see below). On any

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lot/property exhibiting evidence of cut or fill grade not authorized by the P.O.A., the applicant may be required to provide a professional soils analysis to determine the natural grade. No excessive fill, excavation or other artificial methods of grade manipulation will be permitted to create an exaggerated building site to manipulate the building height measurement (see diagram below).



In the case of non-natural or highly irregular topography due to man-made impacts within the existing site development area, an average slope may be used.

FIRE CODE means the current effective fire code that has been adopted by Gunnison County and/or the Crested Butte Fire Protection District.

FLOOR AREA means the sum of all area(s) within the exterior walls of a building or portion thereof, measured from the exterior faces of the exterior walls, excluding the area within attached or detached garages, attics or crawl spaces provided that such areas meet the following floor area exclusions:

Attic Areas: Attic areas shall have with a ceiling height of five feet (5') or less as measured from the topside of the structural members of the floor to the underside of the structural members of the roof directly above.
Attic Areas with Trusses: Attic areas created by construction of a roof with structural truss type members provided the trusses are spaced no greater than inches (30") apart.
Attic Areas with Non-Truss System: Attic areas created by construction of a roof structure utilizing a non-truss system with spaces greater than five feet (5') in height if all of the following criteria are met:
The area cannot be accessed directly from a habitable area within the same building level; and
The area shall have only the minimum access required by the Building Codes from the level below; and
The attic space shall not have a structural floor capable of supporting a "live load" greater than forty (40) pounds per square foot, and the "floor" of the attic space shall not be improved with decking.

Crawl Spaces: Crawl spaces accessible through an opening not greater than twelve square feet (12') in area with five feet (5') or less of ceiling height as measured from the surface of the earth to the underside of structural floor members of the floor/ceiling assembly above. Crawl spaces created by a "stepped foundation," hazard mitigation or other similar engineering requirement with a total height in excess of five feet (5') may be excluded from floor area calculations at the discretion of the Gunnison County Community Development Department. ~~Planning Department~~.

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Stairways: Stairs within a dwelling unit shall only be counted on every other level.

HEIGHT means the heights set forth in SAR, Section 8.10~~,~~ *Building Height* ~~section~~.

HOME OCCUPATION means a business, occupation or trade conducted wholly within a dwelling, or wholly within a structure accessory to the dwelling. Such home occupation shall be incidental and secondary to the use of the property for residential purposes and shall not change the residential character of the property, and shall employ on-site no more than one (1) outside employee who is a~~,~~ non-family member living ~~, who lives~~ off-premises.

IMPROVEMENT OR IMPROVEMENTS means an addition to or enhancement of property or its condition, amounting to more than mere repairs or replacement, including, but not limited to, structures, infrastructure, habitat compensation, restoration, reclamation, general landscaping, and such other installations as may be designated by the P.O.A. or Gunnison County.

INCIDENTAL OR ACCESSORY means affiliated with or dependent on the principal use.

INDUSTRIAL USE means land uses that relate to, concern or arise from the assembling, fabrication, finishing, ~~manufacturing~~, packaging, or processing of goods.

LAND USE RESOLUTION (LUR) means the Gunnison County Land Use Resolution, adopted by the Board of County Commissioners of Gunnison County, Colorado on January 8, 2001 (the "effective date" of the *Resolution*), ~~and~~ as may be amended from time to time.

MANUFACTURING USE~~S~~ means any land use where raw materials are brought to the site and created into a finished product through a process, typically using large quantities of materials and industrial machines.

MAXIMUM EXTENT FEASIBLE means that all practical efforts to comply with the ~~CAMP~~SAR or minimize potential harm or adverse impacts have been undertaken and that no feasible and prudent alternative exists. Economic factors may be taken into account but shall not be the overriding or dispositive factor in determining whether no feasible and practical alternative exists in a particular situation.

MIXED-USE means development with both residential and commercial land uses.

~~**MULTIPLE-FAMILY OR MULTI-FAMILY BUILDING** means a residential building with a minimum of three (3) dwelling units.~~

NUISANCE means an activity that arises from the unreasonable, unwarranted or unlawful use of property, working obstruction or injury on the right of another including a property right, or on the general public.

PERIMETER LOT means a Village Center Perimeter Lot as defined herein.

PIONEER PLAZA OR TOWNHOME MAP PIONEER PLAZA COMMERCIAL TOWNHOMES means the property subject to the Townhome Map Pioneer Plaza Commercial Townhomes as recorded in Gunnison County records at Reception Number 555752.

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~~**PLANNING DEPARTMENT** means the Gunnison County Planning Department.~~

P.O.A. means the Crested Butte South Property Owners Association which is comprised of all owners of property in the Crested Butte South Subdivision governed by a duly elected Board of Directors.

P.O.A. BOARD means the Board of Directors for Crested Butte South Property Owners Association, Inc. ~~Board of Directors~~ elected by the owners in good standing. ~~to represent the property owners in Crested Butte South.~~act in the best interests of the P.O.A. on behalf of the ~~Owners.~~

P.O.A. MANAGER means the agent or administrator of the Crested Butte South Property Owners Association who is hired by and reports to the P.O.A. Board.

RECORDED OR RECORDATION means, with respect to any document, the recording of said document in the records of the Office of the Gunnison County Clerk and Recorder, Gunnison County, Colorado.

RECYCLING AREA means an enclosed common facility where the recycling of products such as cans, glass, plastic, newspaper, and other similar items can be deposited for pick up by a recycling company. A recycling area must be part of a common trash enclosure as provided for in the CB South Village Center Area.

~~**REMAINDER OF BLOCK 6** means the land area in Block 6 as platted on the Crested Butte South Second Filing as recorded in Gunnison County records at Reception Number 281588 and which remains after the Townhome Map Pioneer Plaza Commercial Townhomes was recorded and excludes Pioneer Plaza Commercial Townhomes.~~

SAR means this Crested Butte South Special Area Regulations, formally known as "Commercial Area Master Plan" or "CAMP", created to regulate the development and use of the Crested Butte South Special Area as designated by Gunnison County. The Crested Butte South Special Area remains a Special Area and a master planned community pursuant to the *Gunnison County Land Use Resolution*.

SIGN means any attention-getting device used to promote business activity, any placard, poster, billboard, advertising structure or inscribed surface, pattern or artificial lighting, pictorial or symbolic ornament, emblematic structure, banner, fluttering apparatus, or other visually communicative or expressive device that is visible from an outdoors position and is used to advertise or call the public's attention to any public, business, commercial, recreational or any other activity, object for sale or lease, person or place, or to bear any kind of message. A sign includes any surface on which a name, text, device, signal, ornament, logotype, or advertising matter is made visible, but does not include a vehicle on which the name of a business appears. The meaning of "sign" shall also include any sign currently in disuse, but still visible from an outdoors position, and any frame or support structure erected specifically to support a sign.

SIGNIFICANT TREES means those trees with a caliper of 3" or more (measured 4' above the root ball) for which an applicant is seeking credit as part of residential, c~~C~~ommercial or m~~M~~ixed u~~U~~se development design review.

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SITE DEVELOPMENT PLAN means a scaled drawing depicting the proposed development on a lot or lots within the CB South Special Area.

SOLID FUEL BURNING DEVICE means a device designed for the combustion of solid fuels including, but not limited to, wood, coal, pulp, paper, pellets or similar non-liquid or non-gaseous materials so that usable heat is derived for the interior of a building, and includes solid-fuel-burning stoves, fireplaces or wood stoves of any nature, combination fuel furnaces or heaters that burn solid fuel, or any other device used for the burning of solid combustible material.

SPECIAL AREA REGULATIONS (SAR) means the ~~a~~ resolution(s) passed by the Board of County Commissioners of Gunnison County designating Crested Butte South for certain purposes as outlined in the R~~r~~esolution 2008-38, as amended, and this document.

STREET means a dedicated public right-of-way that provides vehicular and pedestrian access to adjacent properties. Street shall include road, lane, place, avenue, drive and similar terms.

VENDING CART means a small vehicle or cart used for the vending of food and goods to the general public. Typically, vending carts are non-motorized and are wheeled to a location outside of a public right-of-way, such as a park or common area.

VILLAGE CENTER CORE refers to all of Block 6 in the Second Filing. The majority of the Village Center Core is expected to be developed with commercial, multi-family and mixed-use buildings.

VILLAGE CENTER PERIMETER LOTS OR PERIMETER LOTS refers to those portions of Blocks 4 and 5 that front Block 6 in the Second Filing, and are commercially-designated, per the CB South Plats. ~~; and possibly may include Lots 32-34 in Block 5 of the Second Filing pursuant to Covenants and Restrictions.~~

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SECTION 5. PERMITTED AND PROHIBITED LAND USES

5.1 Introductory Provisions

A. This Section describes the permitted and prohibited uses of lots in the CB South Special Area, and details how the permitted uses are required to be operated.

B. Any use not specified herein or in the Covenants and Restrictions may be considered on a case-by-case basis by the P.O.A. Board. ~~.~~

~~Except as expressly stated in these regulations, the appellate procedures and standards of the LUR shall control."~~

~~With any P.O.A. Board decision on the requested use, the applicant can seek relief through the appeal process, as set forth ihereunder, and in the *B.O.C.C Resolution 2008-38.*Section 8-103 Appeals of the Gunnison County Land Use Resolution, as it may be amended from time to time. Except as expressly stated in these regulations, the appellate procedures and standards of the LUR shall control."~~

C. The P.O.A. Board may require additional mitigation to offset issues, including but not limited to, potential noise, odors, visual, environmental or traffic impacts.

~~**D.** Lots 32-34 in Block 5 may, in the future, be included in the CB South Village Center at the discretion of the P.O.A. Board, only after notification of all immediately adjacent property owners, and at least one properly noticed public hearing. Otherwise, in no instance shall platted residential lots located outside of the defined Village Center Core or the Village Center Perimeter Lots be converted to a CB Center Lot.~~

5.2 Permitted Uses

A. CB South Village Center. Lots within the CB South Village Center shall be used only for the following purposes:

1. **Retail Commercial Establishments:** antiques, appliances, art supplies, galleries, retail bakeries, sports shops, clothing stores, shoe stores, jewelry stores, video stores, bookstores, cameras, candies, tobaccos, florists, food markets, furniture, gifts, hardware, hobby shops, photo shops, print shop, sporting goods, stationery and variety stores, liquor store, and pet shop. These uses shall be located on the first level.

2. **Service Commercial Establishments:** business offices and professional offices, financial institutions and personal services establishments, including barber and beauty shops, non-commercial laundromats, shoe repair, sewing and tailoring, daycare center (subject to State of Colorado requirements), animal grooming, studios for instruction in the arts, performing arts, health clubs, radio and television broadcasting, artists' studio, and catering services. These uses shall be located on the first or second level.

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3. **Auto-Related Uses:** fueling and washing vehicles which are provided as a service incidental to a retail store, provided the following conditions are met: a minimum lot area shall be 16,000 S.F., and there is not a similar use within 500-feet, and the fuel dispensing units accommodate no more than four vehicles at any given time. These uses shall be located on the first level.

4. **Assembly Halls:** recreational clubs, theatres, libraries, assembly halls, schools, churches, public or civic buildings, and P.O.A. or governmental offices. ~~Assembly halls may require additional off-street parking.~~

5. **Restaurants, Coffee Shops and Bars:** coffee shops, cocktail lounges or other places serving food and/or alcoholic beverages (excluding drive-in eating places that serve customers in their vehicles, which are prohibited).

   a. Restaurants serving alcohol will have limited hours of operation to be determined by the P.O.A. Board.

   b. Outdoor dining is encouraged, but outdoor music, outdoor speakers, live music and/or live advertising will require special review and permitting by the P.O.A. Board and shall be subject to the Noise Guidelines adopted thereby, the result of which might be approval or denial thereof.

6. **Medical, ~~and~~ Dental and Veterinary Clinics and Professional Offices**. These uses may be located on the first or second level.

7. **Rental, Repair and Wholesaling Facilities.** These uses are allowed only in conjunction with any of the above uses, provided all activity is clearly incidental and accessory to the permitted uses and wholly conducted within the building. No purely warehousing and storage uses shall be permitted. These uses shall be located on the first level.

8. **Accommodations.~~:~~** Accommodations includes hotels, motels, lodges, condotels, and bed and breakfasts (subject to any applicable Sections of the LUR), limited in size to no more than 15,000 S.F~~., subject to any variance application to the P.O.A. Board.~~

9. **Public Parks and Plazas.** Public parks and plazas, if developed, shall meet the following criteria:

   a. The parks and plazas should have south-facing or west orientation;

   b. Food and beverage service is or can be located nearby;

   c. The parks and plazas should have water and/or Public Restrooms located within or near them;

   d. The parks and plazas should be designed as places for activity and events;

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e. The parks and plazas should be connected by developed and undeveloped paths to and from neighborhoods; and

f. Space for playgrounds is provided, where appropriate.

10. **Farmer's Market.** Any market established by an organization of farmers/producers to provide the opportunity for direct sales ~~(by farmers or their representatives)~~ of primarily Colorado-grown produce, including locally raised dairy and meat products, with the possibility of accessory sales of other agriculturally-related products, to wholesale or retail buyers at stalls or other similar structures of a temporary nature. Farmer's Market may also include the direct sales of local cottage industry crafts, art work, and raw or prepared foods or local non-profit informational booths. ~~stuffs representative of the community.~~

11. **Construction-Oriented Specialty Uses:** This type of use includes a paint store, tile/flooring store, locksmith, shop-craft industry, household appliance repair shop, garden shops, fabric and sewing supplies, provided all uses are conducted within the building (except garden shops), and provided a storefront is utilized, maintained and accessible to the general public. These uses shall be located on the first level.

12. **Propane Refilling Station.** This is a use incidental to a primary business use that provides new tanks and the re-filling of propane tanks for residential applications. These uses must be located on the first level and shall be screened from view.

13. **Residential Dwelling Units**.

a. Village Center Core: multi-family dwelling units ~~and row houses~~ subject to the limitations set forth herein.

b. Village Center Perimeter Lots: single-family, duplex, row houses and multi-family dwellings are allowed as well as mixed-use buildings.

14. **Home Occupation~~.~~s:** Are permitted as defined in this SAR. ~~Home occupations shall be allowed in the CB South Special Area in accordance with the Crested Butte South Home Occupation Regulations.~~

15. **Wireless Communications Facilitie**s. This use is permitted provided they are installed on buildings, do not exceed the maximum building height, and are designed to blend into the design of the structure, with screening provided where possible.

16. **Outdoor Commercial Vending/Vending Carts**. These types of vending carts shall be permitted in accordance with any P.O.A. adopted vending cart regulations.

17. **Food Trucks.** Are permitted only when a secondary use to a brewery, distillery, vintner, Farmer's Market or in an approved special event;

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B. **Residential Lots.** Any residential lot within the CB South Special Area shall be used only for the following purposes:

1. Single family and duplex dwelling residential use.

2. Multi-Family dwelling uses, subject to meeting the applicable requirements of ~~the Regulations~~ Covenants and Restrictions and this SAR. Multi-family buildings shall only be allowed in the First and Second ~~1st and 2nd~~ Filings.

3. Home ~~occupations, subject to the Crested Butte South Home Occupation Regulations.~~Businesses.

4. Accessory Apartments Dwelling Unit means a dwelling unit that meets the requirements in SAR Section 5.2.C ~~*below*~~ *Accessory ~~Apartments~~Dwelling Units,* and the Residential Design Standards, Section 9., below.

C. **Accessory Dwelling Units ~~Apartments~~**. Detached or attached accessory ~~apartment~~ dwelling units shall be allowed in all residential areas, subject to the following:

1. The total Floor Area of the d~~D~~welling u~~U~~nit area of the unit is no greater in size than one-third (1/3) of the total dwelling area of the single-family unit up to a maximum of 1,000 sq. ft.

2. Legal title to the accessory dwelling unit and the single-family unit is held in the same name during the period of ownership thereof, meaning both units are one lot.

3. Parking for the accessory ~~apartment~~ dwelling unit and the primary dwelling unit~~s~~ is provided in accordance with the Covenants and Restrictions and the ~~CAMP~~SAR.

4. The primary single-family dwelling unit exists or is being concurrently constructed.

5. Provide separate access to the accessory dwelling unit ~~unit~~, and a kitchen ~~facility~~ separate from the main single-family dwelling unit; and

6. If detached, be located on a lot so as to minimize visual impacts to existing buildings on lots immediately adjacent to the proposed dwelling unit to the extent practical.

5.3 Prohibited Uses. The following uses and operations are prohibited (except as expressly set forth below):

A. Any and all Industrial uses.

B. Manufacturing uses are generally prohibited except that the following light manufacturing

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processes are ~~types of light manufacturing uses shall be~~ permitted subject to the development of minimizing and mitigating any adverse impacts to the community and ~~there is a~~ the presence of primary on-site retail use:

1. Breweries, Vintners and Distilleries~~y~~;

2. Coffee roasting ~~and manufacturing~~;

3. Food or greenhouse production (excluding marijuana growing or production of marijuana- based goods which are prohibited);

4. Meat and fish smoking;

~~4.~~5. ~~Mountain sports~~Recreational equipment, ~~or~~ gear or clothing manufacturing;

~~5.~~6. The P.O.A. Board may approve other light manufacturing businesses if the P.O.A. Board determines that the proposed light manufacturing business is in compliance with the ~~CAMP~~SAR~~,~~ ~~fits within the community, is in the best interests of the Association,~~ and ~~provides mitigation for any adverse impacts~~Association covenants and guidelines.

C. Propane Tanks. Propane tanks that support a building's mechanical system shall not be permitted.

D. Water Wells. Any drilling for water except as permitted by the CB South Metro District.

E. Adult-Oriented Businesses. Adult-oriented businesses shall not be allowed within 1,000 feet of any of the following uses: a residence; a public park or playground; recreational facility; child care center; place of worship or assembly; or a school.

F. The parking or storage of heavy equipment, such as, excavation or earthwork machines, trailers in excess of 24 ft., specifically designed for executing construction tasks, is prohibited on any residential or commercial lots within Crested Butte South, except as may otherwise be permitted for temporary construction projects.

G. Any use not explicitly listed as an allowed use in SAR Section 5.2. *Permitted Uses*, or determined by the P.O.A. Board to be similar in character and impact to an allowed use.

5.4 Temporary Uses and Structures

All temporary uses and structures in the CB South, including temporary greenhouses ~~,~~ shall be reviewed and approved by the P.O.A. Board or staff, based on the nature of the request, on a case-by-case basis, and shall be subject to the Covenants and Restrictions.

5.5 Special Events

All special events shall be subject to application process, fees, review, and approval or denial by the P.O.A. Board.~~:~~

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5.6 Non-Conforming Uses

All non-conforming uses shall be subject to the applicable Section(s) of the LUR.

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SECTION 6. DEVELOPMENT REVIEW PROCESS & PERMITS

6.1 Permits and Payment of Fees and Taxes Required Before Improvements

No improvements shall be commenced, erected, placed, altered, or maintained on any lot by any owner or occupant until the use has received DRC approval or POA approval, and plans and specifications have been submitted to and approved in writing by the DRC, and, as applicable, a Building Permit is issued by Gunnison County. No development or improvements shall be commenced, erected, placed, or altered, on any lot by any owner or developer until the following have been obtained:

A. **Payment of all Crested Butte South P.O.A. Fees**. All Crested Butte South P.O.A. associated fees and consulting review expenses as set forth on the fee schedule have been paid.

B. **Final Plans Approved by DRC**. Final plans have been submitted to and approved in writing by the DRC.

C. **Payment of all Gunnison County Taxes and Fees**. All real property taxes and other Gunnison County fees have been paid.

D. **CB South Special Area Permit**. A CB South Special Area Permit has been issued ~~by the P.O.A. Manager,~~ pursuant to SAR, Section 6.34., *CB South Special Area Permit.*

E. **Gunnison County Administrative Land Use Change Permit and Building Permit**. An Administrative Land Use Change Permit and, as applicable, a Building Permit have been issued by Gunnison County, pursuant to SAR, Section 6.3, *CB South Special Area Permit.* ~~Section 6.3 of the Regulations.~~

6.2 Design Review Committee

~~As set forth in the above Definitions, the~~ The DRC ~~is a five (5) person Committee (with 2 alternates) authorized to review and act on permit applications and plans for improvements within the CB South Special Area to ensure compliance with the CAMPSAR. The DRC shall be composed of, at a minimum, one (1) and no more than two (2) CB South Village Center lot owners, at least two (2) residential lot owners, and no more than one P.O.A. Board member, all of whom are appointed and may be removed for good cause by the P.O.A. Board.~~is defined in Section 4 above.

6.3 CB South Special Area Permit

A CB South Special Area Permit is required before any development or improvements can be made to a lot. The CB South Special Area Permit indicates that a development project is in compliance with these Regulations. CB South Special Area Application shall be processed as follows:

A. **Permit Application**. The applicant shall submit the plans, information and studies as set forth in the P.O.A. approved CB South Special Area Application.

B. **Review Process**. The following review process shall apply to all CB South Special Area Permits:

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1. **Submittal of Application**. The applicant shall submit to the P.O.A. a complete application as set forth on the CB South Special Area Application.

2. **Determination of Completeness**. The DRC~~P.O.A.~~ Manager shall determine whether the application is complete and includes all information required by the ~~CAMP~~SAR. It is the goal, but not the requirement of the ~~CAMP~~SAR that this review be completed within 14 days of the submittal of the application.

   a. **Application is Not Complete**. If the application is not complete, the ~~P.O.A.~~DRC Manager shall inform the applicant of the specific deficiencies in writing by mail, fax, or e-mail and shall take no further action on the application until the deficiencies are remedied.

   b. **Failure to Correct Constitutes Withdrawal.** If the applicant fails to correct the deficiencies within sixty (60) days of the date of the notification that the application was incomplete, the application shall be considered withdrawn.

3. **Application is Complete.** The ~~P.O.A.~~DRC Manager will review ~~shall certify when~~ an application ~~is determined to be complete~~ for completeness and may exercise discretion when warranted. ~~.~~ An application is required to be complete in order to proceed to the DRC review. ~~A determination that an application is complete shall not constitute a determination that it complies with the applicable standards of the CAMP~~SAR~~.~~

4. **Request for Review by DRC**. The ~~P.O.A.~~DRC Manager shall refer the complete application to the DRC, which shall complete its review as provided for herein.

5. **Request for Review by Other Agencies or Departments**. At the same time the application is being referred to the DRC, the DRC~~P.O.A.~~ Manager may request the professional analysis and recommendations of any other review agency, organization, or technical consultant deemed appropriate and necessary to complete the review, including Gunnison County offices and departments, State of Colorado, or federal agencies having an interest in or authority over all or part of the proposal, utility companies, the applicable school district and special service districts serving the proposed development, and engineers, designers, planners, and legal consultants. In all cases where water and sewer service are required, or when landscaping, sidewalks, and lighting will be proposed within the public right-of-way, then review and approval by the CB South Metro District will be required prior to the DRC's design review. In addition, all development shall be reviewed and approval by the Crested Butte Fire Protection District for compliance with the adopted Fire Code. Any fees associated with these additional reviews must be paid by the applicant prior to the issuance of a certificate of approval.

   a. **Review and Comment by Review Agencies**. The review agencies sent a copy of the application shall be requested to make comments within 14 days of mailing by the ~~P.O.A.~~DRC Manager, unless an extension of not

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more than 14 days has been requested by the agency before the 14th day. The P.O.A.DRC Manager may grant such a reasonable extension if he/she determines that good cause for the delay has been shown. The failure of any agency to respond within 21 days or within the period of extension shall be deemed no objection of the application by the agency.

b. **Review of Agency / Department Comments by Applicant**. The applicant shall have the right to review the comments and recommendations received from the review agencies. The applicant may submit additional information and make changes in the development proposal to respond to the comments of the review agencies; provided, however, that if those changes are substantial or if they significantly alter the nature, character or extent of the application, the DRC may, after the changes, refer the application again to some or all review agencies to obtain additional comments, and may reasonably extend the period of their review accordingly. In addition, the DRC may require a new application fee if the changes are substantial to cover the costs of re-processing the project.

6. **Notice to Public of Proposed Design Review**. At least fourteen tenfifteen (151014) days prior to a design review, notice shall be given to the public that a design review for a Special Area Permit has been scheduled by posting of the property (commercial and residential) on the website and by notice within the official newspaper of the Town of Crested Butte, Colorado, identifying a 15104-day public comment period, during which comments may be submitted in writing to the DRC.

7. **Notice to Public of Variance Requests or Proposed Multi-Family Residences of Three or More Units**. Any variance request or change in use from a vacant lot, single-family, or duplex residential use to multi-family residential use of three (3) or more units requires a public hearing before the P.O.A. Board. Notice shall be given to the public by posting on the subject property; by certified letter sent to all immediately adjacent property owners, including those property owners located immediately across a street; and by notice within a legal newspaper of general circulation serving the subdivision, on the website, identifying a 10415-day public comment period, during which comments may be submitted in writing to the P.O.A. Approval from the P.O.A. Board must be received prior to any DRC review of the project.

6. **Notice of Public Hearing**. Public notice is required for a public hearing to consider a CB South Special Area Permit pursuant to SAR, Section 6.7, *Notice of Public Hearing*.

8.7. **Action by the DRC and P.O.A.DRC Manager**. Within 14 days of having received comments from review agencies, and, as applicable, the applicant has reasonably responded to those comments, the P.O.A.DRC Manager shall schedule a DRC meeting to review the project. Upon completion of its review, the DRC shall approve, approve with conditions, or deny the application, based upon the compliance of the application with the applicable standards and requirements

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of the ~~CAMP~~SAR, setting forth in writing the reasons for its decision. Conditions of approval shall include, but not be limited to, the applicant(s) obtaining and complying with all applicable federal, State of Colorado, Gunnison County and other permits required for the project.

a. DRC approval is valid for only twelve (12) months from approval date~~.~~

b. An extension of the DRC approval for up to an additional twelve (12) months shall require a written request to the ~~P.O.A.~~DRC Manager a minimum of thirty (30) days prior to the expiration of the DRC approval. An applicant ~~must~~shall demonstrate good cause for an approval to be extended, and may ~~require~~be assessed an additional design review fee based on the complexity of the request.

c. If an approved project has been appealed , the duration of the approval~~,~~, shall be stayed from the date of such appeal until such appeal has been fully and finally adjudicated by the appropriate administrative body or a court of competent jurisdiction.

~~b.~~d. ~~The P.O.A. Manager shall determine whether the project will be subject to a new review by the DRC. Consideration for extensions will include, but not be limited to, whether the CB South architectural guidelines have changed since the original date of plan approval.~~

~~c. Any extension request shall be accompanied by a new design review fee as determined by the P.O.A. Board which is not refundable.~~

~~9.~~8. **Recordation of Certificate of Approval & Proof of Building Permit Issuance**. Application can be made to the Gunnison County Community Development Department ~~Planning Department~~ for a Land Use Change Permit and building permit as soon as the CB South Permit is approved.

a. Within five (5) business days of issuance of a building permit by Gunnison County, the applicant shall provide a copy of said building permit to the P.O.A. as notice that construction may begin. Any recordation fees shall be paid by the applicant.

~~10.~~9. **Occupancy.** ~~In no instance shall occupancy~~Occupancy of any applicable improvement is not permitted prior to ~~be allowed in CB South prior to~~ Gunnison County's ~~the final/~~official issuance of ~~the~~ a Certificate of Occupancy by Gunnison County or other appropriate authority. ~~by the Gunnison County Building Department.~~

C. Standards for Approval. The DRC shall approve an application for a CB South Special Area Permit if it finds the application complies with the following criteria:

1. **Compliance with the ~~CAMP~~SAR**. The use shall comply with all applicable standards and provisions of the ~~CAMP~~SAR, Covenants and Restrictions, and other governing documents of Crested Butte South.

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2. **Compatibility with Community Character**. The proposed land use shall be both architecturally and functionally compatible with, or an enhancement of, the character of existing land uses in the CB South Special Area, and it shall avoid excessive similarity and dissimilarity with existing structures, except that multi-family projects may have similarity from building to building to project a cohesive look. Further, the proposed land use ~~and it~~ shall not cause undue noise, dust, fumes, odor, explosion, or other hazards or nuisances, whether the result of design, location, basic character, or of planned or reasonably expected growth.

3. **No Significant Net Adverse Impacts Offsite**. The proposed land use shall not create significant net adverse impacts including but not limited to: changes to existing water quality, air quality in the impact area, soils and geologic conditions within the impact area, existing land uses, public services and facilities, and government expenditures, public roads and their uses, including hours during which vehicles related to the project will be operating, impacts on adjoining or other affected lands in the subject area, visual impacts, and the amount of surface acreage disturbed and its location.

4. **Compliance with Any Previous Approvals.** The development application complies with any previous approved plans and conditions approved for the site still in effect.

D. The DRC shall base its decision, among other factors, upon the compliance with criteria found within the ~~CAMP~~SAR, Covenants and Restrictions, as well as other CB South governing documents, including but not limited to: compliance with site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, location and use of proposed improvements upon adjacent lots, proper facing of the main elevation with respect to nearby streets, adequacy of screening of mechanical, air conditioning and other rooftop installations, and conformity of the plans and specifications to the purpose and intent of the ~~CAMP~~SAR.

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6.4 Variance Applications

~~Variances from Section 7: General Standards for All Development, Section 8: CB South Village Center Design Principles and Standards and Section 9: Residential Design Standards all as set forth herein may be issued by the P.O.A. Board subject to the requirements of this section. Variances for lots located in all Crested Butte South Subdivision will be heard by the P.O.A. Board in accordance with the process set forth below and do not require an additional hearing by Gunnison County. Variance requests can be processed concurrently with the Special Area Permit application. Variances may be granted from dimensional standards, but not for any change in land use. Any change in land use must be approved by Gunnison County, as well as the POA Board... All decisions shall be in writing, and shall be recorded by the P.O.A. in the official records of Gunnison County at the applicant's expense.~~

A. Authority. The POA Board may consider applications for and issue variances from these Special Area Regulations without an additional hearing by Gunnison County BOA pursuant to this Section and the LUR.

B. Applicability. An applicant may apply for variance to the following SAR Sections:

1. Section 8: *CB South Village Center Design Principles and Standards.*

   a. Variances may be granted from dimensional standards, but not for any change in land use. Any change in land use must be approved by Gunnison County.

2. Section 9: *Residential Design Standards.*

~~A.~~C. **Variance Application.** The applicant shall submit the plans, information and studies as set forth in the ~~P.O.A. approved~~ CB South Variance Submittal Form.

D. **Review Process.** A variance application will be processed generally using the steps and provisions set forth under Section 6.3, *CB South Special Area Permit* (as solely determined by the ~~P.O.A~~DRC Manager), including the submittal of the application, determination of completeness, consultant or agency review and referrals, public notice, action and recordation. ~~There is no appeals process for a variance since the P.O.A. Board is the review authority for granting variances. Appeals for~~to variance ~~requests~~approvals ~~are set forth below.~~

1. Variance requests can be processed concurrently with the Special Area Permit application.

~~1.~~2. Variance requests shall be heard by the P.O.A. Board and do not require an additional hearing by Gunnison County BOA.

E. **Public Hearing Required.** Variance requests will be considered by the P.O.A. Board and DRC at a joint public hearing and publicly noticed pursuant to SAR, Section 6.7, Notice of Public Hearing.

~~B.~~F. ~~**Consideration of**~~ **Variance** **Standards**. ~~The P.O.A. DRC and Board will hold public hearings.~~ The DRC shall make a recommendation to the P.O.A. Board, and the P.O.A. Board will act on variance applications based on the following findings of fact and will have the final authority to grant variances when all of the following have been met:

1. There are special circumstances or conditions applying to the land, buildings, topography, vegetation or other matters on the subject lot which would substantially restrict the effectiveness of the development in question; provided, however, that such special circumstances or conditions are unique to the particular lot/property for which the applicant desires a variance and do not apply generally to all uses.

2. That such special circumstances were not created by the applicant.

3. That the granting of the variance will be in general harmony with the purposes of the CB South Special Area and the ~~CAMP~~SAR, and will not be materially detrimental to the persons residing or working in the vicinity, to adjacent properties, to the neighborhood, or to ~~the public welfare in general~~Crested Butte South Community.

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4. The variance applied for does not depart from the provisions of the SARCAMP or Covenants and Restrictions, any more than is required to accommodate the unique aspect(s) of the lot/property.

G. **Granting of Variance**. The P.O.A. Board may grant a variance so as toto relieve those special circumstances, difficulties or hardship(s) as based on the findings of fact.

1. All decisions shall be in writing and shall be recorded by the P.O.A. in the official records of Gunnison County at the applicant's expense.

C.H. **Appeal of Variance Decision**. Appeals of variance decisions issued by the POA Board may be appealed to the Gunnison County BOA pursuant to SAR, Section 6.6, *Appeals*. The applicant, or an aggrieved owner as the case may be or a person with standing, may appeal the denial or granting of a variance by the POA to the Gunnison County Board of Adjustment.Community Development Director.

6.5 Interpretation

The CB South P.O.A. Manager, the CB South DRC or DRC Manager, the CB South Board of Directors, or the Gunnison County Community Development Director may provide informal interpretations interpretations as a matter of ordinary and customaryin the normal course of business, but such interpretations shall not constitute interpretations under SAR, Section 6.4(B), *Formal Interpretation*.

A. **Authority**

The Gunnison County Community Development Director may issue written, formal interpretations pursuant to this Section and the LUR, Section 1-114: *Interpretation.*

B. **Formal Interpretation**

1. **Standing to Request Interpretation.** The following shall have standing to request an interpretation:

   a. Applicant. The applicant or the owner of real property within the Crested Butte South Special Area that is governed by these Regulations; or.

   b. Gunnison County. Any officer, department, board, or bureau of Gunnison County; or

   c. The CB South P.O.A. Manager, the CB South DRC, the DRC Manager, or the CB South P.O.A. Board of Directors. s from these Regulations pursuant to this Section and the LUR

6.6 Appeal

A. **AppealApplicability.**

1. A decision by the P.O.A. Manager or DRC on a CB South Special Area Permit application may be appealed by referral to the P.O.A. Board. A decision by the POA Board of Directors may be appealed as set forth hereundeA decision by the P.O.A.

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Manager or DRC on a CB South Special Area Permit application may be appealed to the P.O.A. Board. A decision by the P.O.A. Board of Directors may be appealed pursuant to SAR, Section 6.~~7~~6.B, *Appeal of P.O.A. Manager or DRC Decision to POA Board*.

~~r.~~

2. A decision by the P.O.A. Board may be appealed to the Gunnison County Board of Adjustment pursuant to SAR, Section 6.6.C., *Appeal of POA Board Decision to Gunnison County Board of Adjustment*~~…, et seq.~~

3. Interpretations issued by the Community Development Director may be appealed to the Board of Adjustment pursuant to LUR, Section 8-103*: Appeals*.

B. Standing to Appeal

The following persons have standing to appeal a decision under this SAR. A person seeking to appeal a decision carries the sole burden to establish standing, and the failure to do so shall result in an immediate dismissal of such person's appeal.

1. **Applicant.** ~~The~~An applicant for a land use change or other land use under this SAR.

2. **Property Owner**. The ~~or~~ owner of record of ~~the subject property affected by~~real property that is the subject of a decision under this SAR.

3. **Person Aggrieved by Decision Under this Special Area Regulation.** Any person who can establish that a decision made under this ~~*Special Area*~~*SAR* ~~*Regulation*~~ denies that person a claim of right or imposes a substantial burden or obligation upon that person. Such person must establish that the claim of right is a property or personal right. Mere residence or presence within the geographic area governed by this SAR is not, in and of itself, sufficient to confer standing upon a person to appeal a decision under this SAR, even if such residence or presence is proximate to property that is the subject of a decision under this SAR.

4. **County.** Any officer, department, board, or bureau of Gunnison County.

~~**D. Appeal of P.O.A. Manager or DRC Decision to P.O.A. Board.**~~

~~**E.**~~

~~1.~~ **Written Appeal.** An appeal ~~by the applicant or any CB South property owner~~ may be submitted to the P.O.A. Manager no more than fifteen (15) days ~~fourteen seven days (147)~~ after the date which the decision-making body issues its final decision on the application; that time for submittal shall not include the day on which the decision was made. The complete appeal shall be submitted in writing, stating the complete basis for the appeal and the relief that is requested, and shall include all materials to support the appeal. The appeal shall become part of the record.

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5. **Public Hearing Required.** Appeals will be considered by the P.O.A. Board at a public hearing and publicly noticed pursuant to SAR, Section 6.7, *Notice of Public Hearing.*

~~2.~~6. **Board Consideration of Appeal.** The appeal shall be considered by the P.O.A. Board at a regularly scheduled meeting within 30 days after the date the written appeal was filed with the P.O.A. In the event that a P.O.A. Board member acted as a DRC member during the review of the project subject to the appeal, then said P.O.A. Board member shall recuse him or herself from the P.O.A. Board during the appeal meeting and deliberations, unless such recusal means the P.O.A. lacks a quorum.

~~3. **Notice of Meeting. The P.O.A. shall, by notice within a legal newspaper of general circulation serving the subdivision, and by first-class mail, inform the applicant, the appellant, and, if a public hearing was part of the original review process on the application for which an appeal of action has been filed, anyone who testified spoke at the public hearing or submitted written comments on the application. The notice shall include the date, time, and place of the public meeting.**~~

7. **Board Decision.** The P.O.A. Board shall affirm, affirm with modifications, or reverse the original action in writing, setting forth its reason for the decision.

~~4.~~8. **Modification or Reversal of Original Action.** The original action shall only be modified or reversed if the appellant establishes~~, by a preponderance of the evidence based on the record of the review body~~, that:

a. **No Credible Evidence**. There is no credible evidence in the record to support the original decision; ~~and/or~~

b. **Original Action Inconsistent with ~~CAMP~~SAR**. The original action was inconsistent with the applicable requirements of the ~~CAMP~~SAR, the LUR, Covenants and Restrictions, or ~~other regulating documentation~~other governing documents of ~~for~~for Crested Butte South; or

c. **Review Body Action Inappropriate**. The review body exceeded its jurisdiction or abused its discretion.

C. Appeal of P.O.A. Board Decision to the Gunnison County Board of Adjustment. Appeal~~s~~ of a decision issued by the P.O.A. Board pursuant to this *Special Area Regulation* may be appealed to the ~~Gunnison County Board of Adjustment~~BOA. The appeal shall be submitted and considered pursuant to the requirements of LUR, Section 8- 603: *Appeals*, et seq.

1. **In Writing**. Any appeal shall be tendered in writing to the Gunnison County Community Development Director and the P.O.A. Manager no later than 15 calendar days after the P.O.A. Board decision at issue is rendered. Such written statement of appeal shall contain the complete basis for the appeal, and any

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facts, law or argument not set forth in such statement may be deemed waived by the BOA and not considered as part of the appeal.

2. **The P.O.A. Manager Shall Prepare Record.** Within 15 days of receipt of the appeal fee, the P.O.A. Manager shall provide the record of the decision-making bod(ies) to the Gunnison County Community Development Director.

a. ~~T~~The record shall include all non-privileged materials tendered to or considered by the P.O.A. Board ~~,~~ including but not limited to the application, site plans, maps, referral agency comments, written and oral public comments, minutes, the final decision documents, and any other supporting materials and evidence., ~~with exception of any documents or information protected by privileged communication or confidentiality, or documents that may only be released with the applicant's consent, shall be included with the appeal. There shall be a fee payable to the P.O.A. associated with preparing the record~~The appellant shall reimburse the P.O.A. for the costs associated with preparing the record, but may object to such costs by submitting a written objection to the BOA within three (3) business days of receipt of a statement of costs from the P.O.A.

~~5.~~ b. The appellant must ~~send~~simultaneously serve or otherwise transmit a copy of all papers and documents submitted to ~~Gunnison County~~ the BOA ~~for appeal~~ to the P.O.A .Manager, ~~as well as~~and if the appellant is not the applicant whose project is the subject of the appeal, ~~if the appellant is not~~ then to the applicant. An appellant must have properly preserved all issues and exhausted all administrative remedies before the DRC and/or the P.O.A. Board in order for the BOA to hear and decide such ~~to include such issues in the appeal.~~ issues.

~~6. **Appeal of Board Decision Shall be Final.** However, the The P.O.A. Board's decision may be appealed to the Gunnison County Community Development Director.Planning DepartmentBoard of Adjustment. (BOA), and as set forth hereafter. "Appeals to the Board of Adjustment may be taken by any person aggrieved by his inability to obtain a building permit or by the decision of any administrative officer or agency based upon or made in the course of the administration or enforcement of the provisions of the zoning resolution." Section 30-28-118(1)(a), C.R.S. Any appeal shall be tendered in writing to the BOA no later than 15 days after the POA Board decision at issue is rendered. All supporting materials, including evidence, must be included with the appeal. The appellant must send a copy of all documents submitted to Gunnison County the BOA for appeal to POA Manager, as well as applicant whose project is the subject of the appeal, if the appellant is not the applicant. An appellant must have properly preserved all issues in order to include such issues in the appeal.~~

~~**Appeals**~~

D. ~~**An appeal to a decision made by the Design Review Committee or the POA Board of Directors may be submitted to the Board of Adjustment pursuant to LUR Section 8-103: Appeals, as amended.**~~ **Administrative Record.** A ~~A **written**~~ record of any appeal

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shall be kept on file at the P.O.A. Offices.

6.7 Notice of Public Hearing

A. Notice Required. The following review types shall be required to provide notice prior to the scheduled public hearing.

1. **CB South Special Area Permit.** CB South Special Area Permits pursuant to SAR, Section 6.3,. *CB South Special Area Permit.*

2. **Variance**. Variances pursuant to SAR, Section 6.4, *Variance*

3. **Appeal.** Appeals, pursuant to SAR, Section 6.6, *Appeal.*

B. Timing of Notice. All public hearings shall be publicly noticed fifteen (15) days prior to the scheduled public hearing.

C. Public Notice Requirements. All forms of public notice shall include the following.

1. Date, time, and place of the public meeting.

2. Identification of~~y~~ the 15-day public comment period and contact information to provide public comment.

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D. Public Notice Location.

1. **Posting of Notice.** Notice shall be posted on subject property.

2. **Publication of Notice**.

   a. **Website**. Publication on the CB South P.O.A. website.

   b. **Newspaper.** Publication in a legal newspaper of general circulation serving the CB South Special Area.

3. **Mailing of Notice**. Mailing of notice is only required for variance applications.

   a. **Variance.** Certified letter sent to property owners with a contiguous parcel boundary to the subject property and property owners located separated by a street that would otherwise have a shared, contiguous boundary with the subject property.

~~6.5~~6.8 Gunnison County Land Use Change Permit and Building Permit

A development that has obtained a Crested Butte South Special Area Permit in compliance with the ~~CAMP~~SAR shall be required to secure a Land Use Change Permit and, as applicable, a Building Permit from Gunnison County. Such development shall be classified, reviewed and permitted at no higher impact classification than as an Administrative Review Project That Requires a Land Use Change Permit, pursuant to the applicable sections of the Gunnison County Land Use Resolution, except that no additional Gunnison County noticing requirements are needed.

A. Gunnison County Permit Application not Complete without CB South Special Area Permit. No application for a Gunnison County Land Use Change Permit nor a Building Permit shall be accepted as complete by Gunnison County without an approved Crested Butte South Special Area Permit.

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SECTION 7. GENERAL STANDARDS FOR ALL DEVELOPMENT

This ~~S~~section establishes the general standards required of all development by which applications for CB South Special Area Permits will be reviewed. These standards are intended to implement the Purpose set forth above in SAR, Section 1.2. The following requirements shall apply to the CB South Special Area unless a section states that it only applies to the CB South Village Center.

7.1 Building Code

All buildings and structures proposed to be built in the CB South Special Area shall meet all applicable building codes adopted and amended by Gunnison County.

7.2 Geological Hazard Study

A comprehensive geologic hazard study was conducted by Fox & Associates, Inc., on December 5, 1980, entitled "Subsoil and Engineering Geology Investigation, Crested Butte South Subdivision, Filings 1 through 4". Due to landslide and potentially unstable slopes being present within Second, Third and Fourth Filings the report recommended that individual site-specific studies be performed to evaluate the local geology, potential construction, road cuts and provide recommendations to minimize problems. As part of the building permit submittal, Gunnison County may require area assessments on each individual lot/property located within a geological hazard area, as mapped by the Colorado Geological Survey. It shall be the policy of the P.O.A. to inform contractors/builders/residents/owners if their particular lot will likely require such a study in the design review process. That being said, the POA's statement to an owner that his or her lot may require a soils or similar study or test is not to be construed as an opinion of a construction professional. Further, development in areas subject to geologic hazards shall be subject to the applicable requirements of the LUR.

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7.3 Noise and Construction Hours

Every use in the CB South Special Area must comply with the *Noise Guidelines for Crested Butte South*, as amended from time to time.

7.4 Odors

No use shall cause or allow the emission of odors from any single source so as to result in ~~detectable and unreasonable~~ odors which exceed acceptable levels ~~determined~~, ~~as determined by~~ set forth in state ~~statutes~~law. Ventilation and control of odor and fumes may be required by the DRC.

7.5 View Obstructions to Motorists

The DRC shall have the authority, but not the obligation, to trim, remove, relocate or require the removal or relocation of any retaining wall, earthen berm, bank, hedge, shrub, bush, tree or other improvement, natural or artificial, placed or located on any lot if the location of the object will, in the determination of the DRC, obstruct the vision of a motorist upon any of the streets within or providing access to the CB South Special Area. Any such removal or relocation will be done at the Owner's expense~~.~~ if such ~~obstacle~~improvement was installed without P.O.A. approval. ~~The P.O.A. has the authority to prune trees and other plantings that grow and obstruct the vision of a motorist.~~

Site Maintenance

A. A lot owner, or owner of improvements on a lot, shall maintain that lot or improvements in a clean, safe and orderly condition and in compliance with any P.O.A approvals granted under the ~~CAMP~~SAR or the prior land use regulations. If the owner fails to perform any acts of maintenance or repair, the owner will be in non-compliance with the ~~CAMP~~SAR and subject to the enforcement provisions of the P.O.A.

B. Neither the P.O.A. nor any of its designees or employees or agents shall be liable for any incidental or consequential damages for failure to inspect any lot or improvements or portion thereof or to repair or maintain the same.

7.6 Stormwater Management

A. The provisions of this section apply to any commercial, mixed-use, multi-family development, or other use allowed herein; except that this section does not apply to single-family or multi-family development.

B. There shall be no construction of ponds except as may be necessary for use as water detention or retention areas, and all such ponds shall be constructed according to an approved site development plan approved by a licensed engineer in the State of Colorado. All development in areas subject to flood hazards shall be subject to all applicable sections of the LUR. Wherever possible, aesthetically-pleasing wetlands shall be created to improve water quality and to slow water down and filter it before leaving the site. The applicant shall provide the following.

C. In addition to the drainage plan, a drainage study shall be required for projects in excess of 10,000 S.F. of created impervious surface area. Such study, if required, shall be subject to review and approval by Gunnison County Community Development Department.

D. The owner shall provide storm sewers, culverts and other runoff control structures as indicated on the drainage plan or determined necessary by the drainage study. Such structures shall be included in a designated easement, if required by Gunnison County.

E. The drainage system shall be designed and constructed so that only historic runoff, not including historic irrigation, shall be released from the site. Drainage flows in excess of this amount shall be retained, detained or handled in an on-site system. All costs associated with handling runoff generated by a development shall be paid for by the owner of the development.

7.7 Wireless Telecommunication Devices and Structures

Installation of wireless telecommunication devices and structures within the CB South Special Area shall be required to comply with the applicable requirements of the ~~CAMP~~SAR and LUR and are only allowed in the CB South Village Center or on a CB South P.O.A. or CB South Metro District property. The P.O.A. Board may also approve an overall wireless network using the public rights-of-way utilizing pole antennas that are designed to fit within the community.

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7.8 Mechanical Systems

Mechanical systems must be screened from public view. No mechanical systems shall be the prominent feature on any roof line as viewed from public rights of way. Additionally, all mechanical systems and building protrusions shall be painted a dark color or similar color to the surface through which they protrude.

7.9 Solid Fuel-Burning Devices

A. No solid-fuel-burning device shall be installed within any structure or building or on any property unless such device is an approved solid fuel burning device, as certified to meet the E.P.A. Phase II Rated particulate emissions rate standard by the United States Environmental Protection Agency (E.P.A.), Gunnison County standards, or any subsequent standard established by the E.P.A., or is certified to meet those standards by a testing laboratory accredited by the E.P.A., or is approved by the Colorado Air Quality Control Commission.

B. The maximum number of devices allowed shall be as follows:

1. **Single Family Residence**. Any single-family residential structure, including detached condominiums and townhouses not in multi~~ple~~-family buildings, and manufactured for which a building or manufactured home permit is issued after the effective date of the LUR shall be allowed to install one approved solid-fuel-burning devices per single family residence. An integrated secondary residence does not qualify for devices in addition to those identified above for the primary residence. Further, each half of a duplex does qualify for a single device.

2. **Multi-Family Residences, Hotels, Commercial and Institutional Buildings**. No solid-fuel-burning device shall be allowed in individual units of multi~~ple~~-family buildings, hotel/motel units, or commercial buildings, except that one approved solid-fuel-burning devices may be installed per building for a common amenity area.

3. **Installation.** Any solid-fuel-burning device shall be installed pursuant to the standards and specifications defined by the manufacturer of that device, or shall meet the clearances specified in the Uniform Mechanical Code or subsequent applicable code adopted by Gunnison County.

7.10 Energy Conservation must comply with IECC

Buildings shall comply with the Gunnison County adopted International Energy Conservation Code ("**IECC**") or other applicable code, as adopted. Before beginning any project, property owners are encouraged to talk with local resources on energy efficiency for a better understanding of the latest technologies and potential energy savings and/or tax rebates on energy systems. Passive solar design is encouraged.

7.11 Utility Connections

All utility connections, including all electrical, cable, fiber optic and telephone connections and installation of wires to buildings, shall be placed underground from the nearest available power source. Transformers, electric, gas or other meters of any type, or other utility apparatus, shall be adequately screened, fenced, buffered or protected and all installations shall be subject to

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the prior approval of the DRC. Additionally, all meters and pipes near or on a structure, exclusive of the glass areas, shall be painted a dark color or similar color to the surface that they are closest to in order to blend with their surroundings if allowed by the mechanical specifications and utility agencies.

7.12 Water Quality and Wetland Areas

Development in areas identified as wetland areas or areas that may impact quantity, quality or dependability of water resources shall be subject to the applicable sections of the LUR.

7.13 Wildfire Hazards

Development shall be subject to the most current and applicable sections of the LUR, and ~~compliant with the~~International Wildland-~~fire~~ Urban Interface Code, as amended. ~~.~~Additionally, owners are encouraged to review their plans with the Crested Butte Fire Protection District before submitting an application to the DRC. All owners should consider the mitigation recommendations for their properties (defensible space) for areas outside of hazard areas as delineated in the "*Colorado State Forest Service's protect your home from wildfire - it's your responsibility*" available at on the Gunnison County website, or other replacement publication(s).

7.14 Wildlife Habitat Areas

Development in areas identified to be sensitive wildlife habitat areas shall be subject to all applicable sections of the LUR.

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7.15 Ridgelines

Development on ridgelines shall be subject to the LUR, including the definition of ridgelines.

7.16 Snowplowed Access

Development of land beyond snowplowed access, as defined in the LUR, shall be subject to the LUR.

7.17 Onsite Wastewater Treatment Systems (OWTS)

All residences and commercial structures must be connected to the Crested Butte South Metropolitan District's sewer system. In the event that the CB South Metro District is unable to serve a lot, then that lot owner will be required to obtain an OWTS permit through Gunnison County prior to approval.

SECTION 8. CB SOUTH VILLAGE CENTER DESIGN STANDARDS

This section establishes the CB South Village Center Design Standards ("Center Standards") that are the standards by which applications for CB South Special Area Permits will be reviewed and approved for development within the CB South Village Center. The Center Standards are intended to implement the ~~CAMP~~SAR Purpose outlined in SAR, Section 1.2, the Village Center Vision and Goals and the General Design Principles.

8.1 CB South Village Center Vision and Goals

The CB South Village Center Standards are based on achieving the following Vision and Goals.

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

Goals

A. **Architectural Design** (homogeneous vs. creative). The CB South Village Center will provide a western or mountain modern design while allowing for creativity, flexibility and evolution over time.

B. **Community Amenities.** The CB South Village Center will provide a variety of community amenities needed and desired by CB South residents.

C. **Financing.** Projects shall be financed so as to ensure development equitably pays for needed infrastructure while also encouraging the desired land use pattern by supporting available financial incentives for development.

D. **Housing.** The CB South Village Center ~~will provide~~ encourages a variety of housing types for varying income levels found in the greater Crested Butte community.

E. **Infrastructure** (water needs, sewer capacity, access roads, snow storage, internet parking). The development of the CB South Village Center will ensure adequate infrastructure is provided for development in the area.

F. **Land Use** (live/work, types of uses, percent mix). The CB South Village Center will provide for a variety of land uses with the amount of commercial area in balance with the current and future population of the greater Crested Butte community.

G. **Sustainability.** Development within the CB South Village Center should provide for economic vitality, green building in line with Gunnison County-adopted building and energy regulations, a diversity of housing, and other needed community services where possible.

H. **Transportation** (bus, pedestrian, bicycle, etc.). The CB South Village Center will provide a well-connected intermodal transportation system that is connected to the Gunnison

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Valley transit systems.

8.2 General Design Principles

The General Design Principles that shall apply to all development (commercial, residential, and mixed-use) in the CB South Village Center are as follows:

A. The CB South Village Center encourages ~~shall have~~ a center focus and be integrated with housing, shops, work places, offices, schools, parks, plazas, and other civic facilities essential to the daily life of the CB South residents.

B. The CB South Village Center shall be designed so that housing, jobs, daily needs and other activities are within easy walking distance of each other.

C. The CB South Village Center shall connect with the larger regional transit network, with transit stops located as close as possible to activity centers and commuter parking locations.

D. The CB South Village Center shall contain a diversity of housing types to ~~enable people from a wide range of~~encourage diversity in economic levels and age groups to live within its boundaries.

E. The CB South Village Center shall endeavor to provide a variety of businesses ~~that can~~ providinge a range of job types for CB South residents. ~~, minimizing the need to import workers with specialized skills.~~

F. The CB South Village Center ~~shall contain~~ encourages open space in the form of squares, plazas, greens and parks whose frequent use and social interaction is encouraged through placement and professional design.

G. Streets, pedestrian paths/sidewalks and bike paths shall contribute to a system of fully-connected, safe, and interesting routes to and through the CB South Village Center.

H. Streets shall be narrow and spatially defined by buildings, trees and lighting to discourage high speed traffic.

I. The CB South Village Center shall provide the efficient use of water through the use of natural drainage, drought tolerant landscaping and other water saving/conservation methods.

J. ~~The street orientation, the placement of buildings and the use of shading shall contribute to the energy efficiency of the CB South Village Center.~~ Materials and methods of construction shall be specific to the Crested Butte area, exhibiting a continuity of history and culture and compatibility with the climate to encourage the development of local character and mountain community identity. The CB South Center shall promote a compact commercial, mixed-use and multi~~ple~~-family development pattern. ~~that discourages sprawl, in which denser and more intense forms of commercial, mixed use and multiple-family residential development will only occur contiguous to, or in close proximity to, or within the CB South Village Center. Multi-Family residential development is encouraged to develop in proximity to and within the CB South Village Center and is allowed in the First and Second Filings only.~~

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8.3 Single-Family Dwellings in the Village Center Perimeter Lots.

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

B. New single-family homes, remodeling and additions shall be evaluated pursuant to the Crested Butte South Residential Design Guidelines.

8.4 CB South Village Center Design Theme

A. Architecture will establish a strong image and sense of place for the community.

B. All new buildings or complete remodeling of existing buildings shall have an authentic western or mountain modern design while allowing for creativity, flexibility and evolution over time.

C. Architecture and landscaping will present a western or mountain modern design and reflect building forms common to high alpine regions while fitting in with already approved architectural design in the CB South Village Center.

8.5 General Conformance with the CB South Village Center Strategic Plan

A. All development shall generally conform to the CB South Village Center Strategic Plan, shown in Figure 8-1.

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8.6 Required Land Uses

A. Development within the CB South Village Center shall meet the following requirements consistent with the CB South Village Center Strategic Plan.

1. **Commercial Building Zone.** Development within the Commercial Building Zone as shown on the CB South Village Center Strategic Plan shall be designed with the Commercial Building Zone Standards and other standards set forth in this Section.

2. **Active Ground Floor Use Zone.** Development within the Active Ground Floor Use Zone as shown on the CB South Village Center Strategic Plan shall be designed to meet the Commercial Building Zone Standards and the following standards:

    a. The first or ground floor use of a building located in the Active Ground Floor Use Zone shall be a commercial use. ~~as allowed by the Regulations~~.

    b. Second floor uses may be any use as permitted by the ~~Regulations~~SAR.

3. **Village Center Core Residential Zone.** Development with the Village Center Core Residential Zone may be developed with multi-family buildings, commercial

development or mixed-use development pursuant to the ~~CAMP~~SAR.

4. **Village Center Perimeter Lot Zone**. Development within the Village Center Perimeter Lot Zone as shown on the CB South Village Center Strategic Plan may be developed in accordance with the ~~CAMP~~SAR.

8.7 DRC Specific Approval

Where the ~~CAMP~~SAR allows the DRC to grant a specific approval, the DRC can grant approval of a site~~-~~-specific plan that does not meet the requirements of a section if such section allows the DRC to grant a specific approval. The determination of approving or denying a specific project is a subjective determination of the DRC based o~~i~~n its sole discretion.

8.8 Dimensional Standards

A. Dimensional Standards for the CB South Village Center

Dimensional Standard	Requirement
Minimum Lot Area	2,500 sq. ft.
Minimum Lot Width	25 feet
Maximum Floor Area Ratio	1.68:1[2]
Open Space Required	None
Minimum Floor Area	1,500 sq. ft.

[1] Can be varied by the DRC for larger buildings through the variance process with findings that the Vision and Goals and Design Principles as articulated herein will be met.
[2] Example: 10,000 sq. ft. lot allows for maximum of 16,800sq. ft. of floor area.

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8.9 Minimum Setbacks

A. No building or any portion thereof (except street frontage roof overhangs) shall be placed on any lot nearer to the front, side or rear property line than as set forth below:

Area	Front	Rear	Side
Village Center Core Lots	0'[1]	15'[5]	0'-5'[2]
Village Center Perimeter Lots with Commercial or Mixed Uses	0'[3]	25'	7.5
Village Center Perimeter Lots with Residential Only Uses	15'	25'	7.5'
Parking Area Setbacks	0[4]	0[4]	0[4]

[1] A zero foot (0') front yard setback is required for development in the Village Center Core Lots to have continuous buildings located along the front property line unless an active space is provided in front of the building (dining area, seating area, etc.) in which case the maximum setback allowed will be 15'.
[2] Side setback subject to application of adopted Fire Code requirements.
[3] A zero foot (0') front yard setback is required for development in the Village Center Perimeter Lots to have continuous buildings located along the front property line unless an active space is provided in front of the building (dining area, seating area, etc.) in which case the maximum setback allowed will be 15'.
[4]No parking area setback is required provided off-site snow storage can be provided in accordance with the ~~CAMP~~SAR and Gunnison County requirements and the parking area has adequate landscape buffering if such is required by the DRC. On street parking may cross over a property line if it is approved in accordance with SAR Section 8.12(A)(3).
[5]Rear setback may be reduced to 0' for Village Center Core Lots if common parking, trash/recycling, snow storage and other common areas are provided to serve the development.

Figure 8-1. CB South Village Center Strategic Plan (Refer to Legend on Mirrored Page)

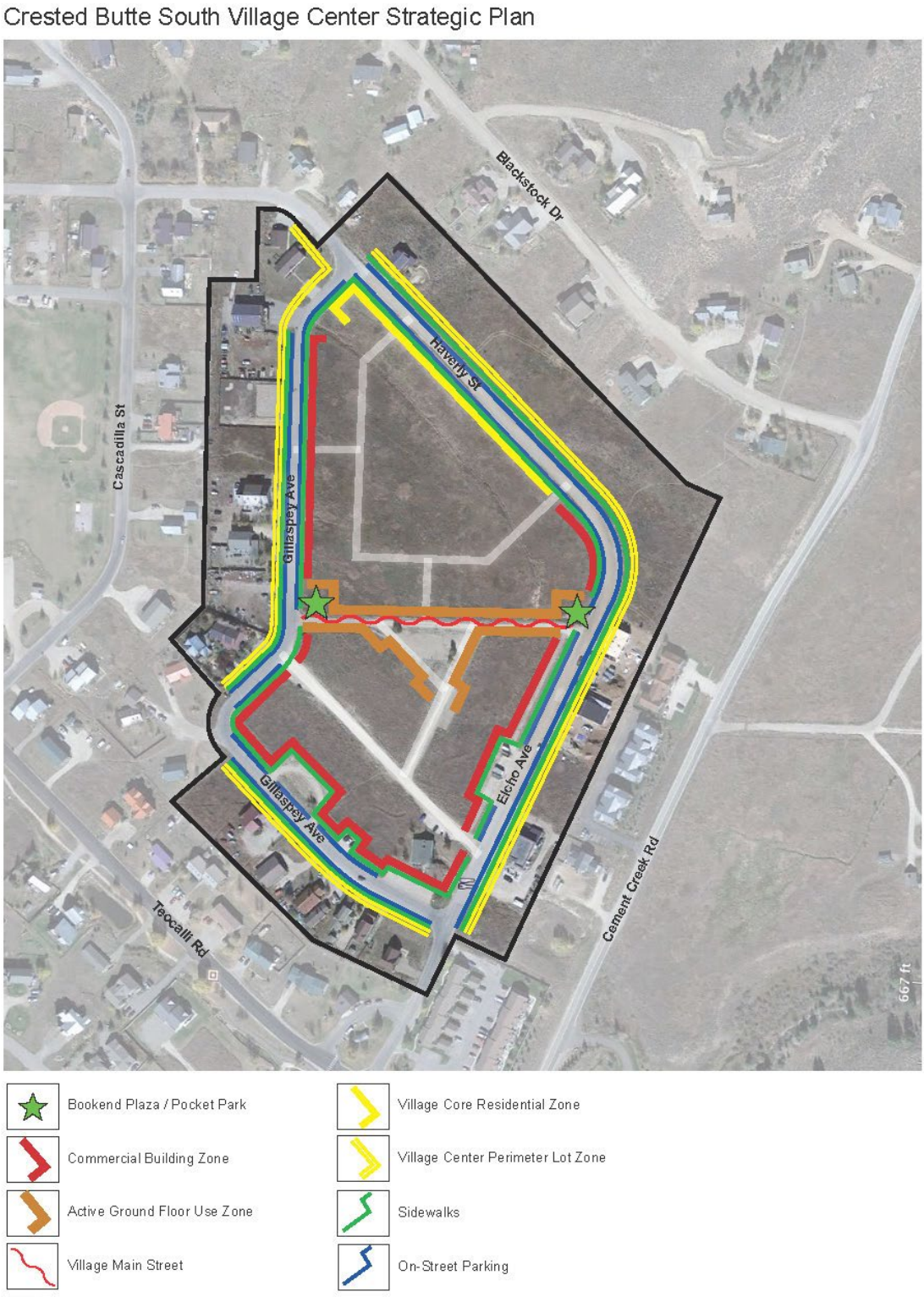


Figure 8-1. CB South Village Center Strategic Plan



B. Setback Exception for Zero Lot Line Development. If a single building is constructed on two or more lots with a party wall or shared common wall on the lot line, no side yard setback is required from shared interior lot lines.

C. Setbacks for Parking Areas and Driveways in the CB Village Center. None provided snow storage and landscape buffering can be demonstrated in accordance with the ~~CAMP~~SAR.

D. Awnings and signs are allowed to extend beyond the property line into the right-of-way with specific approval from the DRC, considering safety and the need for summer heat reduction, and the execution of an encroachment permit.

8.10 Building Height

A. **Commercial Buildings in the Village Center Core.** Buildings in the Commercial Building Zone as shown on the CB South Village Center Strategic Plan Village Center Core buildings shall be no more than two (2) stories above finished grade with a maximum building height of 35 feet. Basements do not count as a story but must comply with the maximum height limit.

1. If the maximum number of stories is increased per the Covenants and Restriction, building height shall be amended ~~per the adopted resolution of the Board of Directors for Crested Butte South Property Owners Association~~ as approved by the Owners.

B. **Residential Only Buildings in Village Center Core.** Residential only buildings located in the Residential Zone shall be no more than two (2) stories above finished grade with a maximum height of 35 feet. ~~(roof slopes of 2:12 or less).~~ Basements do not count as a story but must considered in calculating the maximum height.

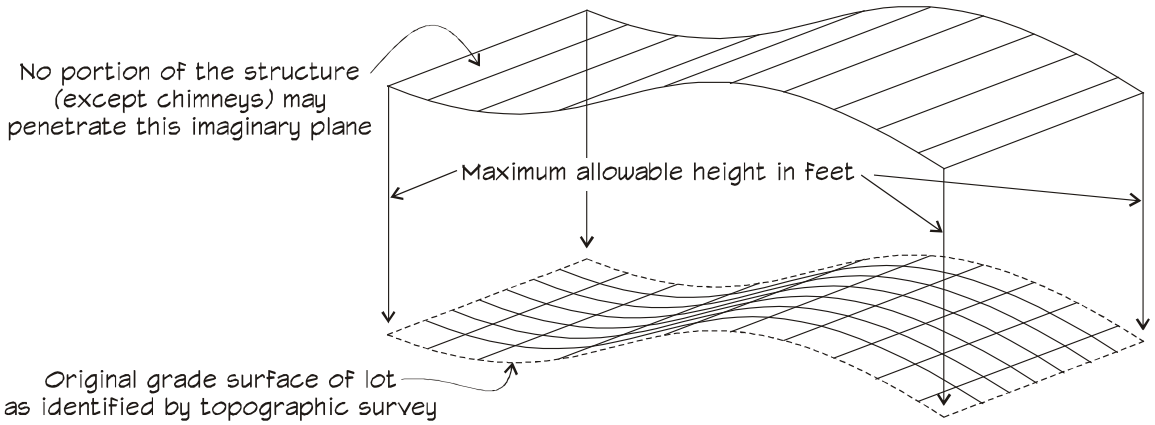
C. **Village Center Perimeter Lot Buildings.** Buildings located within the Village Center Perimeter Lots shall not exceed two stories or 32 feet for all roof forms.

D. **Measurement and Exceptions.** Building height shall be measured vertically at a right angle to the horizon line from any point on a proposed or existing highest roof ridge (including but not limited to the roofing membrane) to the natural grade or finished grade, whichever is more restrictive, located directly below said point of the roof or eaves.

E. **Covenant Change to Increase Height.** The building height limitations in allowable feet and stories set forth in this section may be changed in accordance with any amendment to Covenants and Restrictions.

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F. Figure 8-2. Building Height Measurement



1. If the P.O.A. staff determines that there are minor irregularities in the natural grade, these areas shall not be used in determining compliance with the building height limitation set forth herein, and the surrounding typical natural grade shall be used.

2. Window wells and similar building appurtenances installed below grade that extend out five (5) feet or less (as measured from the outside of retaining wall) shall not be counted as the finished grade for the purposes of calculating building height if such features do not add to the perceived height of a building. Garage entries are also not counted as lowest grade for determining building height.

G. No portion of any structure (except as provided for in Subsection E below) shall exceed a true vertical dimension of the heights prescribed below, as measured vertically from the existing grade directly below.

H. Existing grade shall be based a certified topographic survey of the building site with one (1) or two (2) foot contour intervals in a United States Geological Survey ("USGS") datum prepared by a Colorado professional licensed land surveyor.

I. In the case of highly irregular topography not caused by man-made impacts within the existing site development area, an average slope may be used (see below). On any lot/property exhibiting evidence of cut or fill grade not authorized by the P.O.A., the applicant may be required to provide a professional soil analysis to determine the natural grade. No excessive fill, excavation or other artificial methods of grade manipulation will be permitted to create an exaggerated building site to manipulate the building height measurement.

J. Unenclosed rooftop mechanical equipment may exceed the maximum height up to 4 feet over the maximum height provided such elements are screened from adjoining public rights-of-ways to the extent practicable. Elevator shafts may exceed the maximum height if they are located on the roof to screen and it is shown that such height is needed to meet elevator design specifications and the requirements of the adopted building regulations.

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8.11 Building Design

The DRC may grant specific approvals for designs that vary from the following standards if the main intent and goals of the CB South Village ~~CAMP~~SAR are met.

A. Commercial Building Zone Standards

1. Buildings located in the Commercial Building Zone as shown on the CB South Village Center Strategic Plan shall be designed with the following standards to ensure that initial residential uses can be easily converted to commercial uses:

    a. First floor shall be designed with a height of 11' to 14' to the structural framing; and second floors with a height of 9' or more to the structural framing to the roof above.

    b. The first floor street façade shall be designed with a predominantly clear glass exterior material. Tinted or mirrored glass is prohibited.

    c. If a façade is greater than 60 feet, the façade for such a building shall provide substantial changes in wall and roof planes and new architectural building design to look as if each 60 feet is a new building on a separate lot).

    d. When residential development is initially proposed on the ground floor, the first floor residential units are separate from dwelling units on the upper floors to allow for ease of conversion to future commercial uses. Egress on the front of the building for the upper floors via stairs will be limited on the front facades to maintain the desired commercial storefronts and predominant glass area.

    e. An example of the desired commercial building in the Commercial Building Zone is shown in Figure 8-3.

    f. All Commercial Building Zone floor area may have 100% residential use on first floor as long as the building is built to the commercial design standards and has elements of a commercial building.

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Figure 8-3. Example of a Commercial Building in the Active Building Zone



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B. Active Ground Floor Use Zone Standards

1. Buildings located along the Active Ground Floor Use Zone as shown on the CB South Village Center Strategic Plan shall be designed in accordance with the Commercial Building Zone Standards set forth above.

2. At least 100% of the total ground floor gross floor area for building along the zone shall be dedicated to commercial land uses, excluding residential doorways to stairs or elevator access areas, utilitarian uses such as storage areas, mud rooms, and laundry areas for upper level residences

3. Commercial land uses shall be provided on the first or ground floor and be located in the in the front of the building in the Active Ground Floor Use Zone.

4. Windows on the first floor shall be transparent with clear glass to show the active commercial uses occurring inside.

C. Residential Zone Standards

1. Buildings located in the Residential Zone as shown on the CB South Village Center Strategic Plan shall be designed with the following standards:

   a. Maximum front façade of 60 feet unless the design for larger building facades provides substantial changes in wall and roof planes and new architectural building design to look as if each 60-foot façade is a new building on a separate lot.

D. Village Center Perimeter Lot Zone Standards

1. Buildings within the Village Center Perimeter Lot Zone do not have special zone design standards but must comply with the applicable standards set forth herein.

E. Building Orientation

1. Front facades of all principle structures shall parallel the street.

2. On corner lots where the intersection is at 90 degrees, both street-facing facades shall be parallel to the intersecting streets. Other buildings shall be designed to have the front facade placed along the primary street or pedestrian area as determined by the DRC.

3. On curvilinear streets, the front façade of the principal~~le~~ building shall be parallel to the tangent of the midpoint of the arc of the street.

4. Buildings shall be oriented consistent with the lot direction.

5. Tall structures adjacent to plazas and parks, etc. shall provide architectural elements that step the building down to a pedestrian scale, such as decks, awnings, or other architectural elements.

6. Consideration shall be given to where shading will occur in the design of structures as this will be where snow accumulates in winter.

7. Building orientation may also be determined as a DRC specific approval.

F. Building Form and Massing

1. Building forms shall be primarily rectangular forms, or building forms that were found historically in the West.

2. Building facades shall provide visual interest, by incorporating awnings, transoms or other traditional features on the ground floor, and bays or balconies or other architectural detailing on upper floors.

3. Arcades, porches, bays and balconies are encouraged and may be provided to break up building massing. Bays and balconies shall be encouraged on the upper floors of mixed-use buildings.

G. Single-family and Duplex Form and Massing

1. Duplex residences shall be asymmetrical, and shall appear as one residence.

2. Garages shall be designed to be subordinate to the overall design.

H. Roof Design

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1. Roof forms within a development and for individual buildings shall have varied ridgelines and planes to break up building and development mass. The DRC may require significant stepping to break up development or a ridgeline over 60 feet.

2. Commercial and mixed-use buildings shall have roof slopes that are 3:12 slopes or less while residential buildings shall have roof slopes of 4:12 or greater unless the DRC grants a specific approval.

3. Reflective roofing material is prohibited.

4. Non-reflective, flat finish metal roofing material is permitted if the material has a dull appearance.

5. All building entries, public spaces, decks and patios shall have roof forms that will protect pedestrians from roof snow and ice shedding.

6. Vents and rooftop equipment will be screened from pedestrian views to extent practical.

7. Restaurant vents and vents for other businesses that have noxious or nuisance emissions shall be located and directed to minimize impacts to surrounding properties, with a preference for upward discharge.

8. Equipment will be designed and maintained to have a decibel level so as not to violate Gunnison County's or the CB South POA's Noise Guidelines.

9. Roof drainage plans will be provided and integrated into the overall drainage plan for a site.

I. Exterior Materials

1. Primary building exterior materials shall be:

   a. Log or log-veneer;

   b. Board-and-batten;

   c. Vertical and horizontal wood siding;

   - Diagonal wood siding is prohibited.
   - Minimum size of 6 inches.

   d. Hardie® Plank or similar cement-based types of siding materials that have a natural appearance with wood textures;

   e. Brick; and

   f. Stone as approved by the DRC.

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2. Lesser accents, not to exceed 30% of the total amount of exterior siding per elevation (applicable to all areas of CB South), can include:

   a. Stucco;

   b. Natural stone, or cultured stone that is natural appearing as reviewed and approved by the DRC;

   c. Wood shingles;

   d. Metal siding, fascia, soffits, and structural beams or posts; and

   e. Board form or other architectural grade concrete.

3. The base of all buildings shall be designed with exterior materials to withstand average snow depths and snow accumulations from any roof sheds above. Examples of such include metal or stone base materials.

4. Materials, patterns, and combinations of materials that vary from the above requirements may be considered by the DRC as a specific approval with the findings that the materials are appropriate for CB South and compatible with adjacent structures and the CB South Village Center Vision and Goals and General Design Principles.

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J. Exterior Color

Exterior wall colors shall be natural, warm earth colors. Primary, bright or dramatic colors may be used as accent on trim, fascia and doors, and then only sparingly, and must be approved by the DRC, considering compatibility with neighboring properties.

K. Windows

1. Window openings and patterns shall be responsive to good solar design principles. The design of exterior walls shall also respond to solar exposures.

2. Large uninterrupted expanses of glass shall be avoided except on southern facades and to primary views.

3. Combinations of windows shall be used to establish a human scale to building facades.

4. Windows shall appear to be recessed into large walls. Window patterns and reveals need to be carefully studied to create interest and variety.

5. Window openings and trim shall be consistent in proportion and scale with the associated building.

6. Window frames and trim shall be painted or stained wood, fiberglass, composite, painted or clad aluminum or patina copper clad.

a. Aluminum is allowed as painted clad material only.

b. The use of vinyl windows is a specific approval of the DRC based on appearance and durability in high alpine environments

L. Doors and Entryways

1. Commercial and Mixed-Use Buildings

a. Primary entrances shall orient to plazas, parks, or pedestrian-oriented streets and parking.

b. Doors shall be inset to avoid the front door interfering with pedestrians on the adjacent sidewalk, but no more than four feet (4'). Entries shall not create a cave-like effect.

c. All building entries shall be protected from falling and shedding snow.

d. Secondary doors will be provided for parking, trash service, etc.

8.12 Landscaping

A. General Landscaping Requirements. (Refer to the *Crested Butte South Residential Design Guidelines* for more specific requirements for residential lots).

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1. Drought tolerant and native species shall be used wherever possible.

2. Native wildflowers shall be used to create seasonal color and interest in key locations.

3. Evergreens shall be used sparingly, and only in appropriate places where they have plenty of room to grow.

4. Natural irrigation in the form of ditches and drip irrigation is encouraged while other irrigation shall be limited.

B. Landscaping Plan Requirements

Applicants shall prepare a landscaping plan that shall indicate the type and location of vegetation to be included on the site. The plan shall also contain a planting schedule (a table that indicates species, size, and quantity), a plan for maintenance of all landscaping to be installed, and an irrigation plan. After disturbing any soil on any lot within the CB South Special Area, all lots shall be kept weed free, in accordance with the Covenants and Restrictions, Gunnison County, and State of Colorado statutes. All street trees shall be a minimum of 3" caliper as measured 4' from the top of the root ball. In the event that the DRC finds that it is impractical or a hardship to provide the required landscaping as set forth below, then they may request cash-in-lieu of the trees. The cash-in-lieu amount shall be determined by the P.O.A. Board and modified from time-to-time.

1. All CB South Village Center development shall provide, and maintain in good health, a minimum of two (2) street trees, 25' on center in the front landscaping strip.

2. In addition to the required landscaping set forth in the *Crested Butte South Residential Design Guidelines,* the following shall be provided in all surface parking areas to reduce heat and break up impervious surfaces: one (1) tree (min. 3" caliper measured 4' above the top of root ball) planted for every ten exterior parking spaces.

3. At least one tree and three shrubs (min. 5-gallon size) shall be provided per each 500 square feet of the area that is shown as being open on the landscaping plan. All landscape planting areas that are not dedicated to trees or shrubs shall be landscaped with native grass, ground cover, or other appropriate landscape treatment.

4. No material or temporary soil stockpiling shall be placed within four feet (4') of existing shrubs or in the drip line of trees. During construction, temporary protective barriers or tree wells shall be installed around each tree, plant and/or group of plants that are to remain on site. Protective barriers shall be of a durable material that will last until construction is completed. Snow fences and silt fences are examples of acceptable barriers.

5. All dead or dying trees shall be removed from the site and replaced on a caliper-for-caliper basis in accordance with the landscaping plan if part of P.O.A. approved landscaping. If trees and limbs are reduced to chips, they may be used as mulch in landscaped areas.

6. To avoid landscape materials from blocking driver sight distances, no material greater than thirty inches (30") in height shall be located within fifteen feet (15') of a driveway or road edge.

7. All landscaping design shall provide adequate space for snow plowing, not be located in roof snow or ice shedding areas (or be tolerant of such forces) and areas for snow storage (33% or driveway and parking areas), that shall be indicated on the landscaping plan. See SAR, -Section 9.17 for snow storage requirements.

C. Walls, Fences and Berms

1. Walls and Fences.

   a. Walls and fences in the side or rear of a property shall have a maximum height of 8 feet unless otherwise approved by the DRC for deer protection fencing for garden areas or needed screening of development.

   b. Walls and Fences in all areas forward of the front façade of the building, fences, hedgerows and planter boxes shall not be more than 42" high,

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measured from natural grade unless otherwise approved by the DRC to screen unsightly areas.

c. Walls and fences may be constructed of wood, metal, stone or other materials approved by the DRC.

2. Berms

a. Man-made berms are prohibited in front yard setback.

b. The maximum slope of a berm shall be 3:1.

c. Berms shall be landscaped with tree, shrubs and flowers to soften their appearance, with irrigation to ensure plant success.

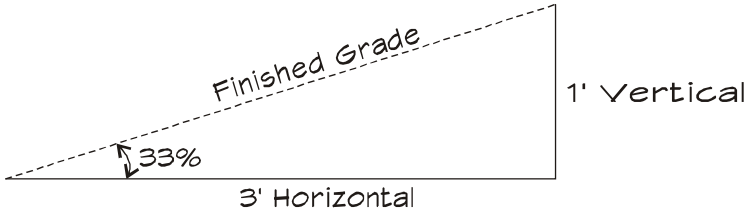
D. Site Protection

1. Topsoil moved during construction shall be stockpiled and redistributed on all re-graded surfaces in order to provide an even cover to all disturbed areas of the lot. Such surfaces shall be stabilized by seeding or planting.

2. All stumps, other tree parts, litter, brush, weeds, excess or scrap construction materials, and other debris shall be removed from the site within six (6) months of the issuance of a Certificate of Occupancy and properly disposed.

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3. Landscaping of all cuts and fills and/or terraces shall be sufficient to prevent erosion. All roadway slopes steeper than one-foot vertical to three feet horizontal (1:3) shall be planted with ground cover appropriate for soil conditions, water availability, and the immediate environment.



4. No excavation of any lot shall be made except in connection with construction of an improvement approved by the DRC, and upon completion, exposed openings shall be back-filled and disturbed ground shall be graded, leveled and restored to its original condition, or planted with landscaping material as provided herein.

E. Planting Specifications

Deciduous trees shall have at least a three (3) inch caliper (measured 4' from top of root ball) at planting. Sizes of evergreens and shrubs shall be allowed to vary depending upon the characteristics of use and their location and the types of shrubs proposed, but as a minimum shall be six feet (6') in height to ensure good health. Trees shall be staked upon planting and provision made by the owner for regular watering and maintenance until they are established.

Dead and dying plants shall be replaced by the owner no later than the following growing season.

F. Timing

All landscaping shall be installed no later than one growing season after substantial completion, as that term is defined herein, of construction on the lot. In no case will the portion of the performance deposit for landscaping installation be refunded until all required landscaping is installed and has survived at least two growing seasons.

8.13 Parking Regulations

A. Parking Requirement

Development within the CB South Village Center is required to provide and maintain the following number of parking spaces:

Land Use	Number of Parking Spaces
Commercial, Retail and Office[1]	1 space per 1,000 sq. ft. of leasable area
Assembly, Bar and Restaurant	1 space per 300 sq. ft. of gross floor area
Lodging and Accommodation Units	0.75 space per hotel or lodging room
Mu~~l~~lti~~l~~i-Family Units	
One Bedroom or Studio Units	1 space per unit
Two or More Bedroom Units	2 spaces per unit
Duplex Unit	2 spaces per unit
Single-Family Unit	2 spaces per unit

[1]The number of parking spaces shall be rounded up to the next whole number. Example: 1,200 sq. ft. retail shop requires 2 parking spaces.

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1. Any other use not listed, or a use that the DRC believes will generate more traffic than the standards above, may be required to provide additional parking as determined by the DRC based on the immediately adjacent property land uses, public parking availability, parking standards for other comparable mountain communities, or parking research publications.

2. The parking requirements contained herein may be changed in accordance with any amendment to Covenant and Restrictions. Each owner and ~~project~~ homeowner's sub- association for a multi-family project shall be responsible for compliance with these standards by its occupants, residents, employees and visitors.

B. On-Street Parking Allowance

The DRC may approve on-street parking adjacent to the project to meet the parking requirements if the following requirements have been met:

1. The project developer, P.O.A. or owner has a maintenance and snow plowing-snow removal agreement to maintain the connecting sidewalks, parking areas, the removal of snow from the adjoining street, and the maintenance of paving, signage and stripping.

2. The P.O.A. is indemnified for the parking;

3. The developer enters into an agreement with the County or applicable authority for parking in a public right-of-way;

4. The developer paves the adjoining street if such is not already paved and provides paved parking in accordance with the ~~CAMP~~SAR

5. Parking is maximized within the private land prior to requesting on-street parking. No more than 10% of the total required parking shall be allowed on street.

6. A five ~~e~~ foot landscaped buffer is provided between the curb and sidewalk that may be used for snow storage.

The approval of on-street parking is subject to DRC in its discretion if it is determined to be in the best interests of the P.O.A.

C. Change of Use/Occupancy

When a change of use is proposed, the new use will only be allowed if it is shown to the DRC that adequate parking will be provided in accordance with the ~~CAMP~~SAR, and subject to Gunnison County approval.

D. Shared Use Parking

When the peak use period for required parking for one land use will not overlap with the peak use period for required parking for another land use located on the same or adjacent lots, the DRC may allow the reduction of the required number of parking spaces of the total required. A subsequent change in use will require evaluation by the DRC and additional spaces may be required.

E. Bicycle Parking

Bicycle parking is allowed to replace one required parking space if a bike rack is provided.

F. Parking Space Design

1. **Size**

   a. Angled parking that is between thirty degrees (30°) and ninety degrees (90°) to the driving aisle shall be nine feet (9') in width by twenty feet (20') in length.

   b. Parallel parking spaces shall be a minimum of 22’ long and 8’ wide.

   c. ADA accessible parking spaces shall be designed according to the Building Code. Accessible parking spaces shall be counted as part of the required parking spaces.

2. **Compact Parking.** Up to 1/3 of the required parking may be provided in designated/signed compact motor vehicle spaces that measure nine feet in width

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(9') and sixteen feet (16') in length. Compact motor vehicle spaces shall be designated as a general common element and be signed as compact parking spaces.

3. **Clearance for Parking Garages.** The minimum clearance for each parking space shall be designed according to Building Code.

4. **On-Site Parking Space Design Preference.** Head in parking is preferred over diagonal parking and diagonal parking is preferred over parallel.

5. **Preferred Parking Lot Placement.** Parking lots shall be placed to the rear of buildings where possible. On-street parking may be allowed if approved pursuant to SAR, Section 8.12(A)(3).

6. **Garage Back-Out.** Garages shall be designed to ensure that cars backing out shall have adequate backup space when exiting a garage.

7. **Aisle Width.** The driveway and aisle width for either surface lots or parking garages shall be twenty-two feet (22') unless the adopted Fire Code requires greater width.

8. **Maximum and Minimum Parking Area Grade.** The minimum parking area grade for a surface parking lot is one-half percent (0.5%) and maximum grade for a parking area is six percent (6%), with a maximum grade of two percent (2%) for accessible parking spaces. The maximum grade for parking garages shall be six percent (6%) unless a Colorado professional engineer determines that a higher grade will provide for safe parking and not result in motor vehicle damage or pedestrian injury.

9. **Access to Parking Spaces**. Each required parking space shall have unobstructed access from a road or alley or from an aisle or drive connecting with a road or alley without requiring the movement of another vehicle unless the review authority approves tandem parking.

10. **Parking Area Surfacing.** Parking surfaces shall be asphalt or concrete unless an alternative surfacing is approved by the DRC.

11. **Snowmelt Systems**. Snowmelt systems may be permitted as long as the system provides (i) any required P.O.A. or Gunnison County energy offset or mitigation as set forth in the governing documents; and (ii) a covenant is recorded in official records of Gunnison County against the property that requires the snowmelt systems is used and maintained.

12. **Parking Lot Landscaping**. See SAR, Section 8.12., *Landscaping* ~~section~~.

13. **Multi-family Tandem Parking.** Tandem parking with one parking space located behind another may be permitted by the DRC as a specific approval if it is shown that such parking will be accessible and functional as evidenced by a plan that provides for the vehicles behind another vehicle to be moved without the vehicle

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owner being present. Examples of functional tandem parking may include the use of a lock box or access keys for all tandem parked vehicles, or if the two tandem spaces are shared by family members.

8.14 Exterior Lighting Design. Lighting shall be designed in accordance with the following standards.

1. No exterior lighting of any nature shall be installed or operated without approval of the DRC. All interior and exterior lighting must be arranged or shielded so as to avoid excess glare or reflection onto any adjacent property, any adjacent street or into the path of oncoming vehicles.

2. No flashing, traveling, animated or intermittent lighting shall be visible from the exterior of any building.

3. Commercial storefront displays shall be illuminated from the interior of the building.

4. Exterior lighting shall be warm (yellow vs. grey), and downcast and comply with the LUR.

5. Only full down-cast, fully shielded cut-off type light fixtures shall be used.

6. Street, sidewalk or path lights will be allowed upon approval of the P.O.A. Board and the CB South Metro District, if located in the public easement or street right-of-way. The fixture style shall be full cut off, shielded lighting as determined by the DRC and shall be consistent throughout the area.

    a. Street lights and pedestrian lights in the public right-of-way are allowed if their location/ placement is approved by the CB South Metro District, in cooperation with the P.O.A. subject to the requirements of this section.

7. Seasonal and decorative lights are allowed.

8.15 Street Design

A. Streets shall be designed in accordance with the Gunnison County and Crested Butte Fire Protection District standards in effect at the time of development except as may be varied as specified and allowed herein.

1. All new or improved roads and streets shall be approved by Gunnison County.

B. Streets shall be paved.

C. One-way streets may be approved by the DRC and the Crested Butte Fire Protection District with nine feet (9') to twelve feet (12') of travel way and proper signage.

D. On-street parking may be approved by the P.O.A. DRC as set forth in SAR, Section 8.13(A)(3) with spaces designed in accordance with the Parking Standards.

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E. The minimum public right-of-way to be dedicated on a new plat shall be 40 feet for a two-way street or primary streets and 30 feet for a one-way street or side street.

F. All new streets shall be subject to review and approved by the CB South Metro District and Crested Butte Fire Protection District and ~~the~~ Gunnison County as applicable.

G. A Colorado professional engineer shall design all new proposed streets, bridges and associated grading and drainage.

H. The design and construction paving of streets shall be the responsibility of the developer. The P.O.A. may require that new streets be maintained after construction by the lot owner(s) that obtain access from the streets, including but not limited to snow plowing, resurfacing, sign maintenance, curbs and any landscaping.

I. Streets shall be maintained by the lot owner(s) in accordance with the approved plans.

J. The DRC may grant a variation to the street standards provided it finds such exemption will not adversely affect public health, safety and welfare.

8.16 Sidewalks

A. Sidewalks shall be provided:

1. In accordance with the CB South Village Center Strategic Plan.
2. From and around parking areas as required by the DRC connecting to the overall sidewalk system and building entries.

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B. Sidewalks Design

1. Sidewalks shall be a minimum of six feet (6') wide unless a larger size is required by the DRC to allow for heavier pedestrian or recreational traffic or accommodate outdoor seating areas. Sidewalks for the "circuit" as shown on the CB South Strategic Plan shall be eight feet (6') wide.
2. Sidewalks along the Commercial Building Zone as shown on the CB South Village Center Strategic Plan shall be a minimum of 10 feet (10') wide.
3. Sidewalks shall be constructed of concrete.
4. The DRC may approve of other path materials for pedestrian paths that connect to the CB South Village Center.
5. Sidewalks and paths that are intended to provide public access across private property shall be dedicated to the public via right-of-way or easement.
6. Pedestrian lights and street furniture shall be provided along sidewalks wherever possible.
7. Exceptions may be granted on a case-by-case basis in the interest of public

safety.

8. Public access and maintenance easements shall be provided to the P.O.A. for the sidewalks.

C. Driveway and Parking Area Design

1. Driveways shall be designed in accordance with Gunnison County and Crested Butte Fire Protection District standards in effect at the time of development except as may be varied as specified and allowed herein.

2. Driveways and parking areas shall be paved adjacent to paved streets and roads.

3. One-way driveways may be approved by the DRC with 9' feet of travel-way and proper signage.

4. Access and infrastructure easements/ and or rights-of-way may be required where a driveway provides access across private property to lots that are sold or can be sold to separate parties.

5. A Colorado professional engineer shall design all new proposed driveways, bridges and associated grading and drainage.

6. The design and construction paving of driveways shall be the responsibility of the developer. Driveways shall be maintained after construction by the lot owner(s) that obtain access from the driveway, including but not limited to snow plowing, resurfacing, sign maintenance, curbs and any landscaping.

7. Driveways shall be maintained by the lot owner(s) in accordance with the approved plans.

8. The DRC may grant a variation to the driveway standards provided it finds such exemption will not adversely affect public health, safety and welfare.

8.17 Storage, Loading and Service Areas in the CB South Village Center

A. No materials, supplies or equipment shall be stored on a lot except inside an enclosed building.

B. All trash and loading facilities, including turn-arounds and docks, shall be provided at the rear of the building and must be screened to minimize their visibility from any street or alley. Screening of service areas and loading docks shall consist of any approved combination of earth mounding, landscaping, walls and/or fencing.

C. Locations of trash enclosures relative to snow storage shall allow access and maintenance of the dumpsters located within them and shall not impede the free movement of trash removal vehicles.

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D. Trash dumpsters and other waste/recycling containers serving multi-family or commercial uses shall be screened by a wall or fence. As a minimum, fully covered enclosures must be 6' high with gates and must be bear-proof.

E. In the Village Center Core area, a common enclosed trash dumpster with space for a recycling area shall be established in the rear of each block for a common group of specified users~~. This area shall be designated as a common area at the time of platting of the remainder of Block 6.~~

8.18 Snow Storage and Snow Staging in CB South Village Center

Adequate snow storage areas are required for each site and on-site, and snow storage in dedicated parking areas is prohibited. No building shall be allowed to shed snow off of the property on which it is located or onto any public right-of-way.

A. Snow Storage Obstructions. Snow storage areas shall be free of fences, landscaping (except for street trees and ground cover), retaining walls, and other obstructions of a similar nature. Alternative methods of snow storage may be considered by the DRC.

1. Pathways, signage, vegetation, fencing, and lighting shall be configured to cause the least obstruction to snow plowing.

2. Locations of trash enclosures relative to snow storage shall allow access and maintenance of the dumpsters located within them but shall not impede the free movement of trash removal vehicles.

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B. **Formal Review by CB South Metro District**. All designs for snow storage shall be subject to review and approval by the CB South Metro District.

C. **Minimum Width Adjacent to Plowed Area**. Designated snow storage areas shall not be less than six feet wide and, to the maximum extent feasible, shall be located adjacent to the area of the project from which snow is to be removed.

D. **Minimum Storage Area**. A snow storage area(s) that is a minimum of thirty-three percent (33~~.~~%) of size of all plowed areas (parking, all walkways, etc.) shall be provided on site. Any approved snowmelt areas will be deducted from the plowed areas.

E. **Off Premise Snow Storage**. The DRC may approve a snow storage plan for off-site snow storage if the following standards are met:

1. On-site snow storage has been maximized to the extent practicable.

2. The site is as close as practicable to CB South;

3. The developer has received approval from the property owner for perpetual easement for snow storage and access to such snow storage area to be recorded in Gunnison County;

4. Any Gunnison County approval has been provided to the P.O.A. Manager.

5. The developer enters into a development agreement that applies to successors and assigns that requires the removal of snow to the off-premise location, with the ability to modify the agreement for a new snow storage location or new method to manage snow.

8.19 CB South Metro District and Crested Butte Fire Protection District Approval of Proposed Building and Structure Locations

All proposed building and structure locations in CB South are subject to review by the Crested Butte Fire Protection District and the Crested Butte South Metro District.

8.20 Mailbox Design and Location

No mailbox or newspaper box or other receptacles of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any lot unless and until the size, location, and design for said box or receptacle shall have been approved by the DRC, considering safety and compatibility with the immediate area.

8.21 CB South Village Center Signs

All signs shall be designed and installed per the *CB South Sign Regulations*.

8.22 Pioneer Plaza ~~and Remainder of Block 6~~ Master Development Plan

~~**A. Pioneer Plaza.** Pioneer Plaza property owners shall meet the following requirements:~~

~~1. The Pioneer Plaza owners' association needs to amend the covenants applicable to the Property in order to allow development under the amended CAMP~~SAR~~.~~

~~2.~~1. Pioneer Plaza HOA is encouraged to prepare a master development plan ~~An overall plan is prepared by the Pioneer Plaza HOA,~~that meets the requirements of SAR, and~~that~~ illustrates the overall parking, sidewalks, landscaping, snow storage plan, and similar common improvements that ~~results in a Master Development Plan that must be generally followed by~~ each lot developer within Pioneer Plaza follows. ~~unless the DRC approves an amendment to the Master Development Plan.~~

~~**B. Remainder of Block 6.** The Remainder of Block 6 shall meet the following requirements:~~

~~1. The owner shall submit a subdivision application to the P.O.A and Gunnison County that may split up the property consistent with the CAMP.~~

~~2. An overall plan is prepared by the first developer of the Remainder of Block 6 that illustrates the overall parking, sidewalks, landscaping, snow storage similar common improvements that results in a Master Development Plan that must be generally followed by each lot developer within the Remainder of Block 6 unless the DRC approves an amendment to the Master Development Plan.~~

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SECTION 9. RESIDENTIAL DESIGN STANDARDS

9.1 Residential Design

The Residential Design Standards apply to all residential lots in the CB South Special Area, outside of the Village Center Core area. These standards are set forth in the *Crested Butte South Residential Design Guidelines.*

9.2 Driveway Grades

Driveway grades for residential properties shall be in accordance with the *Crested Butte South Subdivision Residential Design Guidelines*. No variances shall be granted from these driveway grade/slope standards unless approved by both the P.O.A. Board and the Crested Butte Fire Protection District.

9.3 CB South Special Area

The CB South Special Area shall promote a compact development pattern that discourages sprawl, in which denser and more intense forms of commercial, mixed use and residential development will occur contiguous to or in close proximity to the CB South Village Center only. Multi-Family residential development is ~~encouraged to develop in proximity to the CB South Village Center and is~~ allowed in the First and Second Filings only.

9.4 Residential Lots

Buildings on residential lots located outside of the CB South Village Center shall have a maximum height of 32 feet.

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9.5 CB South Metro District and Crested Butte Fire Protection District Approval of Proposed Building and Structure Locations

All proposed building and structure locations in CB South must be approved by the Crested Butte Fire Protection District and the Crested Butte South Metro District. No building or any portion thereof (except roof overhangs) shall be placed on any lot nearer to the front, side or rear property line than as set forth herein or in the Crested Butte South Residential Design Guidelines.

9.6 Variance Requests

Variance requests for lots located in the CB South Special Area will be heard by the P.O.A. Board in accordance with the process set forth in SAR, Section 6.5, *Variance* ~~above~~ and do not require an additional hearing by the Gunnison County BOA.

SECTION 10. BEGINNING AND COMPLETING CONSTRUCTION

A. All construction activity must be in compliance with the ~~CAMP~~SAR, and the Noise Guidelines for Crested Butte South and the CB South Construction Rules and Regulations, as each may be amended from time to time.

B. After commencement of construction of any improvement, the owner shall diligently execute the construction thereof such that the improvement shall not remain in a partly finished condition any longer than is reasonably necessary for completion thereof.

C. All landscaping required to be provided on any lot shall be completed within 90 days after the substantial completion of the construction of any buildings to be constructed on the lot, provided, however, if weather conditions do not permit, then the landscaping shall be completed as soon thereafter as weather conditions permit. For the purpose of the ~~CAMP~~SAR, substantial completion is defined as the issuance of a Certificate of Occupancy)

1. If any owner fails to undertake and complete his or her landscaping within this time limit, the P.O.A. may, at its option, after giving the owner thirty (30) days written notice, undertake and complete the landscaping of the lot in accordance with the approved landscaping plan.

2. If the P.O.A. undertakes and completes such landscaping, the cost of such landscaping shall be assessed against the owner's deposit, and if said assessment is in excess of the deposit and is not paid within 30 days after written notice of such assessment from the P.O.A., the P.O.A. may then place a lien on the lot as provided in the Covenants and Restrictions and pursuant to law.

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SECTION 11. AMENDMENT AND ~~TERMINATION~~REPEAL

11.1 Term

~~Unless terminated, in~~In accordance with this provision, and subject to any limitations set forth herein~~in this provision~~, the ~~CAMP~~SAR shall continue in full force and effect.

A. ~~**Termination and Modification**~~ **Amendment and Repeal**. The ~~CAMP~~SAR, and any provision contained herein, may be ~~terminated~~repealed~~, modified or~~ amended or repealed as to all or a portion of the CB South Special Area upon approval by the P.O.A. Board ~~and~~or by the BOCC as applicable and as set forth below. In addition, the P.O.A. Board ~~agrees to~~shall ~~forthwith~~ provide a copy of any changes, modifications or changes to the Covenants and Restrictions, as approved by the P.O.A., to the Gunnison County Community Development Department ~~Planning Department,~~ within seven (7) days of such approval.

B. **Amendment**. The following process shall apply to an application ~~to amend~~for any amendment to ~~CAMP~~SAR ~~or terminate the Regulations~~:

1. **Initiation.** An amendment to the ~~CAMP~~SAR may be initiated by any of the following:

   a. **P.O.A**. An amendment may be initiated by the P.O.A. Board, or by any CB South Property Owner in good standing, through the submittal of an application to the P.O.A. Board.

   b. **BOCC.** The Gunnison County Board of County Commissioners or the Gunnison County Community and Economic Director may initiate amendments to the SAR.

      1. **Notification.** Notification of amendment(s) initiated by the BOCC or the Community and Economic Director ~~s~~hall be provided to the P.O.A. Manager.

2. **Submittal of Draft Amendment Language**. Any initiative or application for amendment shall be submitted to the Gunnison County ~~Planning~~Community Development and Economic ~~t~~ Director, or if initiated by said ~~the~~ Director, to the BOCC, and shall include at a minimum the following:

   a. **Identification of Applicant**. ~~The applicant's name, address, telephone number and e-mail address~~ The application shall state whether the application was initiated by the P.O.A., the ~~Planning~~Community Development and Economic Director, or the BOCC.

   b. **Precise Wording**. The precise wording of the proposed amendment, and the s~~S~~ection in which it is proposed to occur.

   c. **Rationale ~~for~~ for the Proposed Amendment**. A concise statement of the purpose and justification for the proposed amendment.

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~~3.~~ ~~3.~~ **~~Approval by BOCC~~**. Any ~~termination or modification~~ amendment to ~~CAMP~~SAR shall be approved by the ~~B.O.C.C.~~BOCC in a public meeting. The BOCC, in its sole discretion, may receive written or oral comment from the P.O.A. Board or any member of the public.

C. ~~Termination~~Repeal. ~~Approval by BOCC.~~ Any application for ~~termination~~ repeal ~~or modification~~of ~~CAMP~~SAR shall be approved by the B.O.C.C. pursuant to LUR, Section 1-113: *Amending this Land Use Resolution.*

~~C.~~**D. ~~Prohibitions~~Not Appealable.** Any decision by the BOCC to amend or repeal the SAR is not ~~eligible for appeal~~appealable to the BOA or any other body.

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SECTION 12. MISCELLANEOUS PROVISIONS

12.1 No Liability

Neither the County, ~~T~~the P.O.A. ~~and~~ nor the DRC shall ~~not~~ be liable for any damage, loss, or prejudice suffered or claimed by any person on account of:

A. The approval or disapproval of any plans, drawings, and/or specifications, whether or not in any way defective;

B. The construction or development of any improvement or performance of any work, whether or not pursuant to approved plans, drawings and/or specifications; or

C. The development of any lot within the CB South Special Area.

12.2 All Owners Bound

Any person who now owns or hereafter purchases or acquires rights in any improvements on any lot shall be bound by the terms and conditions herein, whether or not any reference to ~~CAMP~~SAR is contained in the instrument by which such person acquired such interest or ownership.

12.3 Destruction of Improvements

In the event any building or other improvement on a lot is damaged or destroyed in whole or in part by any casualty where the valuation of repair is more than 50% of the current property valuation the owner shall, within one-calendar year, immediately undertake to redevelop the property using the most recent standards set forth herein including any amendments hereto; or remove the debris and reclaim the property to a vegetated state. If a building is not destroyed where the valuation of repair is less than 50% of the current property valuation, it shall be restored to a condition in conformity with the plans and specifications most recently approved by the DRC or remove the debris and reclaim the property to a vegetated state.

12.4 Severability

If any part of the ~~CAMP~~SAR or the development application or enforcement thereof with respect to any person or circumstance is held invalid by a court of competent jurisdiction, the remainder of the ~~CAMP~~SAR and its application to other persons or circumstances shall not be affected thereby and shall remain in full force and effect.

12.5 No Precedent Set by This Designation

Neither the designation of the CB South Special Area, nor the ~~CAMP~~SAR, procedures or approvals hereunder shall be construed as a precedent for any other Gunnison County action.

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SECTION 13. VIOLATIONS AND ENFORCEMENT

Failure to comply with any provision of the ~~CAMP~~SAR shall be deemed a violation ~~of the Regulations~~thereof and the *Gunnison County Land Use Resolution* and shall be subject to enforcement by the applicable authority. To the extent that it has the authority, the Crested Butte South Property Owners Association will pursue enforcement of ~~CAMP~~SAR as permitted under its governance policies. In absence of said authority, if the Covenants and Restrictions are silent with respect to enforcement or enforcement by the P.O.A. is not occurring, and then enforcement by the County or by law ~~can~~ may occur.

13.1 Power

A. The P.O.A. Board shall have the power and duty to hear and make decisions regarding violations and written complaints filed with the Board and impose fines or other sanctions, pursuant to the P.O.A.'s governance policies. The P.O.A. Board may determine enforcement action on a case-by-case basis, and take such actions as it may deem necessary and appropriate to assure compliance with the ~~CAMP~~SAR, the Covenants and Restrictions, the Association's Articles of Incorporation, Bylaws, and rules and regulations promulgated thereunder and to create a safe and harmonious living environment.

B. These enforcement provisions may be in addition to other specific provisions outlined in the Covenants and Restrictions, Articles of Incorporation, Bylaws or Rules and Regulations and in some cases, the Association is not required to follow these enforcement provisions before seeking such other remedies. The Association may choose a legal remedy or seek assistance from other enforcement authorities, such as police, fire, or animal control, as it deems appropriate.

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BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY

RESOLUTION NO. 2025-___

A RESOLUTION APPROVING AN AMENDMENT TO THE CRESTED BUTTE SOUTH SPECIAL AREA REGULATIONS

WHEREAS, the Crested Butte South Property Owners Association submitted LUC-24-00006, a Land Use Change application to amend the Commercial Area Master Plan and Special Area Regulations. The Crested Butte South Special Area Regulations were approved by the Gunnison County Board of Commissioners in Resolution 2008-38; and,

WHEREAS, The *Crested Butte South Special Area Regulations*, Section 106: *Amendment of Existing Covenants, Restrictions, Resolutions, Rules and Regulations* states, "The Existing Covenants, Restrictions, Resolutions, Rules and Regulations, and no portion of them, shall be amended without the prior written acknowledgement, by motion or recorded resolution, of the BOCC."

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the Crested Butte South Special Area Regulations be replaced with the attached Exhibit A, "Crested Butte South Special Area Regulations."

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

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and passed on this ___day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS

_____	_____	_____
Laura Puckett Daniels, Chairperson	Elizabeth Smith, Commissioner	Jonathan Houck, Commissioner

ATTEST:

Gunnison County Clerk and Recorder

Exhibit A. Crested Butte South Special Area Regulations

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: February 2025 Cash Transfer Report

Action Requested: Motion

Parties to the Agreement:

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

Summary:

February 2025 Cash Transfer Report

Fiscal Impact: 8,478,838.22

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 3/13/2025

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

( ) Consent Agenda (•) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 3/18/2025

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
February-25

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(4,596,529.09)
130	95 11122	General - Payroll Account	1,431,506.57	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(3,186,846.17)
002	02 11900	Road & Bridge	361,768.94	0.00
003	03 11900	Human Services	116,389.98	0.00
004	04 11900	Public Health Agency	64,928.74	0.00
007	07 11900	Conservation Trust	0.00	(2,899.65)
008	08 11900	Bond Fund	0.00	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	102,911.33	0.00
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	621,493.39	0.00
013	13 11900	Land Preservation	0.00	(68,801.06)
030	30 11900	Mosquito Control	1,675.00	0.00
032	32 11900	Sage Grouse Trust	6,068.37	0.00
034	34 11900	Risk Management	0.00	(2,877.05)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	87,164.19	0.00
050	50 11900	Gunnison County Sewer	0.00	(16,501.93)
135	50 11101	Sewer - Restricted	0.00	(99,901.74)
051	51 11900	Gunnison County Water	95,339.63	0.00
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(68,191.73)
125	52 11101	Solid Waste - Landfill Closure	3,860.39	0.00
126	52 11102	Solid Waste - Landfill Const	14,432.31	0.00
070	70 11900	Housing Authority	4,201.34	0.00
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	0.00	(2,049.67)
140	71 11101	Senior Housing - Deposits	0.00	(38.67)
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(95,453.16)
082	82 11900	ISF-II	59,833.50	0.00
090	90 11900	Health Insurance Trust	0.00	(128,166.67)
115	90 11101	Health Insurance Claims	66,327.19	0.00
091	91 11900	Local Marketing District	0.00	(210,519.15)
092	92 11900	Transportation Authority	78,823.89	0.00
093	93 11900	Public Trustee Agency	0.00	(62.48)
145	95 11121	Accounts Payable Clearing	5,362,113.46	0.00
		TOTALS	**$ 8,478,838.22**	**$ (8,478,838.22)**

TRANSFER FOR JOURNAL ENTRIES:
502046, 502047, 502048, 502049, 502050, 501631, 502067, 413784, 413790, 413795, 501029 GBI502001 GBI502313, 502328, 502329, 502330, 502337, 501890, 502446, 502449, GNI, AP,GBI,502447, GNI, 502448UBB,

PREPARED BY: _____ DATE: 3/7/25

AUTHORIZED BY: _____ DATE: 3/7/25

RECEIVED BY TREASURER: _____ DATE: 3-7-25

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
February-25

Balance	JE's	Description	Finance Business Date	**01** General Fund 01 11900	01 Water Resource Prot. 01 11102	01 Workforce Impact Fees 01 11103	01 Courthouse Renovation 01 11105	01 Revenue Clearing 01 11106	**02** Road & Bridge 02 11900	**03** Human Services 03 11900	**04** Public Health 04 11900	**07** Conservation Trust 07 11900	**08** Bond Fund 08 11900	08 Series 2010 Bond Reserve 08 11101	08 Series 2013 Bond Reserve 08 11102	**10** Airport Operations 10 11900
-	502046,	STND1: VEHICLE/EQUIPMENT RENT	2/28/2025	(27,143.75)						(903.11)						(1,613.04)
-	502047,	STND2: BUDGETED INTERFUND TRANSFERS	2/28/2025	71,082.76					(9,545.84)		(5,166.67)					(4,635.00)
-	502048,	STND3: MAPPING SYSTEM CHARGES	2/28/2025	(11,533.33)					(1,675.76)	(22.08)	(22.08)					(22.08)
-	502049,	STND4: TELEPHONE/FAX SYSTEM CHARGES	2/28/2025	(4,945.34)					(498.00)	(765.00)	(989.99)					(408.00)
-	502050,	STND5: COMPUTER SYSTEM CHARGES	2/28/2025	(31,041.10)					(3,302.58)	(2,833.33)	(4,914.75)					(1,840.00)
-	501631,	MOTORPOOL RENTS JANUARY 2025	1/31/2025	(1,594.60)						(638.51)	(219.09)					
-	502067,	DHS RENT FEBRUARY 2025	2/28/2025	11,739.00						(11,739.00)						
-	413784,	AUDIT RJEs	1/1/2024													
-	413790,	REC MTN VIEW BOOKEEPING FEES	12/31/2024													
-	413795,	CFMS SETL DEC-24	12/31/2024	39,989.66						(39,989.66)						
-		January 2024 Correction														
-		February 2023 Correction														
-	501029 GBI	January Landfill Interfund Charges	1/31/2025	(765.00)												765.00
-	502001 GBI	February Landfill Interfund Charges	2/28/2025	(765.00)												765.00
-	502313,	REC MED/DEN/FLEX/RX CHECKS FEB	2/28/2025	(3,368.50)												
-	502328,	POSTAGE USE FEB 2025	2/28/2025	(1,424.68)												
-	502329,	COPIES BLACK FEB 2025	2/28/2025	(601.52)					(0.64)	(17.92)	(31.40)					(8.93)
-	502330,	COPIES COLOR FEB 2025	2/28/2025	(1,293.85)					(0.54)	(32.76)	(30.42)					(108.54)
-	502337,	Landfill Allocation February	2/28/2025													
-	501890,	RECLASS SECURITY DEPOSIT INT	1/31/2025													
-		Correct remaining balance in MTN VIEW Security D	2/28/2025													
-	502446,	PUBLIC HEALTH PHOTOCOPY	2/28/2025	(12.00)							(231.80)					
-	502449,	FEB CASH TRANSFERS PREVENT SHORTFALLS	2/28/2025	(2,574,250.00)												
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-	GNI,	PCARD Import JAN														
-	AP,	AP CLEARING FEBRUARY 2025	2/28/2025	(894,931.19)					(8,952.56)	(7,341.26)	(38,527.65)					(75,625.25)
-	GBI,	LANDFILL INTERFUND CHARGES														
-	502447,	REVENUE CLEARING FEBRUARY 2025	2/28/2025	265,835.92				(3,186,846.17)	385,744.86	180,672.61	115,062.59	(2,899.65)				185,642.17
-	GNI,	PAYROLL IMPORT JANUARY 25														
-	502448	NET PAYROLL TRANSFER (BMO TRF) DECEMBER	2/28/2025	(1,431,506.57)												
-																
-	UBB,	1st Quarter Water Sewer Transfers														
-		TOTALS		(4,596,529.09)	-	-	-	(3,186,846.17)	361,768.94	116,389.98	64,928.74	(2,899.65)	-	-	-	102,911.33

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
February-25

JE's	Description	Finance Business Date	10 Terminal Construction 10 11101	**12** Sales Tax 12 11900	**13** Land Preservation 13 11900	**30** Mosquito Control 30 11900	**32** Sage Grouse 32 11900	**34** Risk Management 34 11900	**43** Capital Expenditures 43 11900	**50** Sewer Fund 50 11900	50 Sewer Bond Reserve 50 11101	**51** Water Fund 51 11900	51 Water Bond Reserve 51 11101	**52** Solid Waste 52 11900	52 Landfill Closure 52 11101	52 Landfill Construction 52 11102	**70** Housing Authority 70 11900
502046,	STND1: VEHICLE/EQUIPMENT RENT	2/28/2025								(354.17)		(1,456.45)		(22,937.53)			
502047,	STND2: BUDGETED INTERFUND TRANSFERS	2/28/2025				1,675.00				(3,749.56)		2,416.65		(5,538.58)			(916.67)
502048,	STND3: MAPPING SYSTEM CHARGES	2/28/2025										(661.67)					
502049,	STND4: TELEPHONE/FAX SYSTEM CHARGES	2/28/2025										(45.00)		(45.00)			
502050,	STND5: COMPUTER SYSTEM CHARGES	2/28/2025										(445.00)		(715.00)			
501631,	MOTORPOOL RENTS JANUARY 2025	1/31/2025															
502067,	DHS RENT FEBRUARY 2025	2/28/2025															
413784,	AUDIT RJEs	1/1/2024		141,770.00	(141,770.00)												
413790,	REC MTN VIEW BOOKEEPING FEES	12/31/2024															2,961.84
413795,	CFMS SETL DEC-24	12/31/2024															
	January 2024 Correction										(100,245.96)	100,245.96					
	February 2023 Correction										344.22	(344.22)					
501029 GBI	January Landfill Interfund Charges	1/31/2025															
502001 GBI	February Landfill Interfund Charges	2/28/2025															
502313,	REC MED/DEN/FLEX/RX CHECKS FEB	2/28/2025															
502328,	POSTAGE USE FEB 2025	2/28/2025															
502329,	COPIES BLACK FEB 2025	2/28/2025															
502330,	COPIES COLOR FEB 2025	2/28/2025															
502337,	Landfill Allocation February	2/28/2025					6,099.57							(24,392.27)	3,860.39	14,432.31	
501890,	RECLASS SECURITY DEPOSIT INT	1/31/2025															
	Correct remaining balance in MTN VIEW Security D	2/28/2025															
502446,	PUBLIC HEALTH PHOTOCOPY	2/28/2025															
502449,	FEB CASH TRANSFERS PREVENT SHORTFALLS	2/28/2025															2,500,000.00
GNI,	PCARD Import JAN																
AP,	AP CLEARING FEBRUARY 2025	2/28/2025		(169,940.76)			(31.20)	(2,877.05)	(32,629.03)	(12,398.20)		(4,370.64)		(14,699.38)			(2,787,808.83)
GBI,	LANDFILL INTERFUND CHARGES																
502447,	REVENUE CLEARING FEBRUARY 2025	2/28/2025		649,664.15	72,968.94				119,793.22					136.03			289,965.00
GNI,	PAYROLL IMPORT JANUARY 25																
502448	NET PAYROLL TRANSFER (BMO TRF) DECEMBER	2/28/2025															
UBB,	1st Quarter Water Sewer Transfers																
	TOTALS		-	621,493.39	(68,801.06)	1,675.00	6,068.37	(2,877.05)	87,164.19	(16,501.93)	(99,901.74)	95,339.63	-	(68,191.73)	3,860.39	14,432.31	4,201.34

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
February-25

JE's	Description	Finance Business Date	70 Hsg Auth Deposits 70 11101	**71** Senior Housing 71 11900	71 Senior Hsg. Deposits 71 11101	**72** Assisted Living 72 11900	**80** Internal Service I 80 11900	**82** Internal Service II 82 11900	**90** Health Insurance 90 11900	90 Health Claims Clearing 90 11101	**91** Marketing District 91 11900	**92** Transportation Authority 92 11900	**93** Public Trustee 93 11900	**95** Accounts Pay Clearing 95 11121	95 Payroll Clearing 95 11122
502046,	STND1: VEHICLE/EQUIPMENT RENT	2/28/2025					54,564.30	(156.25)							
502047,	STND2: BUDGETED INTERFUND TRANSFERS	2/28/2025					(8,108.83)	(7,638.09)			(3,708.50)	(26,166.67)			
502048,	STND3: MAPPING SYSTEM CHARGES	2/28/2025						13,937.00							
502049,	STND4: TELEPHONE/FAX SYSTEM CHARGES	2/28/2025					(45.00)	7,786.33					(45.00)		
502050,	STND5: COMPUTER SYSTEM CHARGES	2/28/2025					(460.00)	45,786.76					(235.00)		
501631,	MOTORPOOL RENTS JANUARY 2025	1/31/2025					2,452.20								
502067,	DHS RENT FEBRUARY 2025	2/28/2025													
413784,	AUDIT RJEs	1/1/2024													
413790,	REC MTN VIEW BOOKEEPING FEES	12/31/2024		(2,961.84)											
413795,	CFMS SETL DEC-24	12/31/2024													
	January 2024 Correction														
	February 2023 Correction														
501029 GBI	January Landfill Interfund Charges	1/31/2025													
502001 GBI	February Landfill Interfund Charges	2/28/2025													
502313,	REC MED/DEN/FLEX/RX CHECKS FEB	2/28/2025							(62,958.69)	66,327.19					
502328,	POSTAGE USE FEB 2025	2/28/2025						1,424.68							
502329,	COPIES BLACK FEB 2025	2/28/2025						660.41							
502330,	COPIES COLOR FEB 2025	2/28/2025						1,466.11							
502337,	Landfill Allocation February	2/28/2025													
501890,	RECLASS SECURITY DEPOSIT INT	1/31/2025		0.11	(0.11)										
	Correct remaining balance in MTN VIEW Security D	2/28/2025		38.56	(38.56)										
502446,	PUBLIC HEALTH PHOTOCOPY	2/28/2025						243.80							
502449,	FEB CASH TRANSFERS PREVENT SHORTFALLS	2/28/2025					74,000.00						250.00		
GNI,	PCARD Import JAN														
AP,	AP CLEARING FEBRUARY 2025	2/28/2025		(12,439.50)			(217,855.83)	(3,677.25)	(65,207.98)		(557,500.00)	(455,267.42)	(32.48)	5,362,113.46	
GBI,	LANDFILL INTERFUND CHARGES														
502447,	REVENUE CLEARING FEBRUARY 2025	2/28/2025		13,313.00							350,689.35	560,257.98			
GNI,	PAYROLL IMPORT JANUARY 25														
502448	NET PAYROLL TRANSFER (BMO TRF) DECEMBER	2/28/2025													1,431,506.57
UBB,	1st Quarter Water Sewer Transfers														
	TOTALS		-	(2,049.67)	(38.67)	-	(95,453.16)	59,833.50	(128,166.67)	66,327.19	(210,519.15)	78,823.89	(62.48)	5,362,113.46	1,431,506.57

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: January 2025 Sales Tax and Local Marketing Tax

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

January 2025 Sales Tax and Local Marketing Tax

Fiscal Impact:

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 3/13/2025

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 3/18/2025

Revised April 2015

Gunnison County, Colorado
Total Taxable Sales

Entity	2025 JAN	2025 FEB	2025 MAR	2025 APR	2025 MAY	2025 JUN	2025 JUL	2025 AUG	2025 SEP	2025 OCT	2025 NOV	2025 DEC	TOTAL
City of Gunnison	18,049,172												$ 18,049,172
Crested Butte	11,712,346												$ 11,712,346
Mt. Crested Butte	7,659,713												$ 7,659,713
Marble	46,130												$ 46,130
Pitkin	86,335												$ 86,335
Unincorporated	20,064,643												$ 20,064,643
TOTAL TAXABLE SALES	$ 57,618,339												$ 57,618,339
Computed 1% Sales Tax	**$ 576,183**												$ 576,183
% Incr(Decr) of 2025 over 2024	0.67%												

Entity	2024 JAN	2024 FEB	2024 MAR	2024 APR	2024 MAY	2024 JUN	2024 JUL	2024 AUG	2024 SEP	2024 OCT	2024 NOV	2024 DEC	TOTAL
City of Gunnison	18,333,426	17,796,748	18,151,279	15,478,567	18,973,287	23,413,482	27,383,109	27,484,423	25,973,698	29,748,718	18,330,133	21,152,783	$ 262,219,653
Crested Butte	13,813,046	14,930,455	16,113,900	5,365,049	7,141,115	14,713,649	21,945,417	17,505,137	16,527,245	12,305,211	7,170,091	15,295,391	$ 162,825,706
Mt. Crested Butte	7,828,497	9,476,570	8,877,375	1,740,035	2,445,582	3,652,649	6,479,827	6,150,664	4,414,768	2,912,042	2,391,943	7,987,074	$ 64,357,026
Marble	123,756	56,991	83,491	40,812	218,209	466,588	509,999	431,717	610,307	337,736	141,619	110,403	$ 3,131,628
Pitkin	89,194	50,628	59,135	115,088	84,932	290,488	501,439	440,850	357,610	212,714	82,909	159,512	$ 2,444,499
Unincorporated	17,048,736	17,797,910	18,201,993	15,483,778	18,395,931	26,842,600	25,920,517	24,373,186	22,948,857	19,243,631	19,286,431	28,288,078	$ 253,831,648
TOTAL TAXABLE SALES	$ 57,236,655	$ 60,109,302	$ 61,487,173	$ 38,223,329	$ 47,259,056	$ 69,379,456	$ 82,740,308	$ 76,385,977	$ 70,832,485	$ 64,760,052	$ 47,403,126	$ 72,993,241	$ 748,810,160
Computed 1% Sales Tax	**$ 572,367**	**$ 601,093**	**$ 614,872**	**$ 382,233**	**$ 472,591**	**$ 693,795**	**$ 827,403**	**$ 763,860**	**$ 708,325**	**$ 647,601**	**$ 474,031**	**$ 729,932**	$ 7,488,102
% Incr(Decr) of 2024 over 2023	2.66%	2.83%	-6.31%	-2.06%	4.41%	8.19%	-3.85%	-2.93%	2.44%	23.78%	0.11%	14.68%	3.22%

Entity	2023 JAN	2023 FEB	2023 MAR	2023 APR	2023 MAY	2023 JUN	2023 JUL	2023 AUG	2023 SEP	2023 OCT	2023 NOV	2023 DEC	TOTAL
City of Gunnison	17,862,988	18,321,543	19,691,239	16,061,087	18,892,531	24,906,638	28,787,334	30,054,958	23,838,013	20,402,752	18,155,631	20,581,787	$ 257,556,501
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003	14,222,157	23,021,002	17,145,443	14,468,793	9,644,189	8,345,103	14,906,740	$ 164,545,060
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104	3,475,304	8,054,444	4,954,151	3,394,676	2,339,764	2,237,863	6,985,254	$ 65,082,524
Marble	131,754	67,728	87,331	79,408	243,675	386,138	639,387	421,545	584,264	329,568	72,912	92,606	$ 3,136,316
Pitkin	55,308	42,949	45,531	65,200	94,704	339,388	592,807	306,519	273,533	123,238	230,205	71,707	$ 2,241,089
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974	20,795,994	24,961,795	25,812,830	26,587,137	19,479,397	18,311,671	21,008,929	$ 232,911,141
TOTAL TAXABLE SALES	$ 55,756,070	$ 58,454,881	$ 65,630,349	$ 39,026,774	$ 45,260,991	$ 64,125,619	$ 86,056,769	$ 78,695,446	$ 69,146,416	$ 52,318,908	$ 47,353,385	$ 63,647,023	$ 725,472,631
Computed 1% Sales Tax	**$ 557,561**	**$ 584,549**	**$ 656,303**	**$ 390,268**	**$ 452,610**	**$ 641,256**	**$ 860,568**	**$ 786,954**	**$ 691,464**	**$ 523,189**	**$ 473,534**	**$ 636,470**	$ 7,254,726
% Incr(Decr) of 2023 over 2022	7.68%	9.17%	3.44%	-0.66%	1.04%	-5.60%	11.60%	4.70%	4.91%	2.39%	4.03%	2.47%	3.98%

GUNNISON COUNTY ONLY
SALES TAX REVENUE COMPARISONS

YEAR		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Year to Date
2025	COUNTY REVENUE	$ 361,947												$ 361,947	**$ 361,947**
	% Change over previous year (monthly)	*4.67%*													***4.67%***
2024	COUNTY REVENUE	$ 345,784	$ 363,893	$ 372,803	$ 242,893	$ 302,632	$ 455,467	$ 517,661	$ 478,153	$ 443,264	$ 394,375	$ 307,805	$ 480,765	$4,705,494	**$ 345,784**
	% Change over previous year (monthly)	*6.42%*	*6.98%*	*-4.35%*	*0.37%*	*7.97%*	*13.88%*	*-2.41%*	*-3.96%*	*-2.37%*	*17.96%*	*1.36%*	*20.61%*		***6.42%***
2023	COUNTY REVENUE	$ 324,932	$ 340,144	$ 389,749	$ 241,989	$ 280,294	$ 399,947	$ 530,432	$ 497,880	$ 454,007	$ 334,331	$ 303,664	$ 398,619	$4,495,987	**$ 324,932**
	% Change over previous year (monthly)	*10.94%*	*14.37%*	*7.64%*	*5.16%*	*3.91%*	*-5.74%*	*13.91%*	*10.04%*	*11.74%*	*4.76%*	*6.66%*	*5.38%*		***10.94%***
2022	COUNTY REVENUE	$ 292,878	$ 297,417	$ 362,083	$ 230,107	$ 269,740	$ 424,310	$ 465,675	$ 452,474	$ 406,304	$ 319,128	$ 284,705	$ 378,280	$4,183,101	**$ 292,878**
	% Change over previous year (monthly)	*25.29%*	*15.33%*	*24.83%*	*15.44%*	*15.78%*	*17.74%*	*13.57%*	*24.06%*	*9.13%*	*16.78%*	*13.59%*	*15.90%*		***25.29%***
2021	COUNTY REVENUE	$ 233,764	$ 257,877	$ 290,061	$ 199,332	$ 232,968	$ 360,366	$ 410,033	$ 364,718	$ 372,329	$ 273,281	$ 250,647	$ 326,389	$3,571,764	**$ 233,764**
	% Change over previous year (monthly)	*10.45%*	*19.35%*	*71.68%*	*39.31%*	*36.67%*	*43.26%*	*22.38%*	*19.85%*	*14.40%*	*14.65%*	*22.07%*	*9.15%*		***10.45%***
2020	COUNTY REVENUE	$ 211,645	$ 216,061	$ 168,955	$ 143,089	$ 170,460	$ 251,544	$ 335,046	$ 304,309	$ 325,465	$ 238,366	$ 205,332	$ 299,015	$2,869,287	**$ 211,645**
	% Change over previous year (monthly)	*24.45%*	*29.42%*	*-3.86%*	*8.26%*	*19.46%*	*6.12%*	*6.06%*	*11.54%*	*31.38%*	*18.14%*	*14.22%*	*14.84%*		***24.45%***
2019	COUNTY REVENUE	$ 170,068	$ 166,941	$ 175,741	$ 132,172	$ 142,698	$ 237,026	$ 315,888	$ 272,816	$ 247,731	$ 201,760	$ 179,764	$ 260,373	$2,502,978	**$ 170,068**
	% Change over previous year (monthly)	*6.96%*	*12.89%*	*4.28%*	*9.95%*	*-0.24%*	*10.74%*	*11.84%*	*16.86%*	*-10.43%*	*26.89%*	*43.45%*	*33.69%*		***6.96%***
2018	COUNTY REVENUE	$ 158,998	$ 147,877	$ 168,535	$ 120,215	$ 143,035	$ 214,044	$ 282,457	$ 233,448	$ 276,580	$ 159,001	$ 125,311	$ 194,760	$2,224,261	**$ 158,998**
	% Change over previous year (monthly)	*14.07%*	*0.56%*	*-3.97%*	*24.93%*	*24.08%*	*16.38%*	*25.51%*	*-2.42%*	*37.65%*	*12.47%*	*7.25%*	*6.80%*		***14.07%***
2017	COUNTY REVENUE	$ 139,392	$ 147,047	$ 175,495	$ 96,225	$ 115,279	$ 183,923	$ 225,052	$ 239,240	$ 200,934	$ 141,366	$ 116,836	$ 182,356	$1,963,146	**$ 139,392**
	% Change over previous year (monthly)	*11.37%*	*-9.78%*	*11.44%*	*-7.80%*	*5.38%*	*1.77%*	*-4.98%*	*4.68%*	*6.87%*	*17.47%*	*22.18%*	*5.95%*		***11.37%***
2016	COUNTY REVENUE	$ 125,157	$ 162,979	$ 157,480	$ 104,370	$ 109,392	$ 180,729	$ 236,845	$ 228,536	$ 188,024	$ 120,348	$ 95,628	$ 172,116	$1,881,604	**$ 125,157**
	% Change over previous year (monthly)	*-1.20%*	*29.56%*	*4.72%*	*21.85%*	*6.55%*	*9.49%*	*2.63%*	*16.62%*	*-4.53%*	*6.42%*	*-4.80%*	*4.24%*		***-1.20%***
2015	COUNTY REVENUE	$ 126,679	$ 125,795	$ 150,379	$ 85,652	$ 102,664	$ 165,071	$ 230,768	$ 195,968	$ 196,937	$ 113,088	$ 100,454	$ 165,123	$1,758,576	**$ 126,679**
	% Change over previous year (monthly)	*13.93%*	*13.06%*	*10.63%*	*7.12%*	*3.16%*	*11.09%*	*6.21%*	*7.35%*	*8.53%*	*4.87%*	*4.44%*	*8.69%*		

Budgeted Sales Tax Revenue	$ 4,407,000
% YTD Actual / Total Budgeted	*8.21%*
Budgeted Sales Tax Revenue	$ 4,207,000
% YTD Actual / Total Budgeted	*8.22%*
Budgeted Sales Tax Revenue	$ 3,940,000
% YTD Actual / Total Budgeted	*8.25%*
Budgeted Sales Tax Revenue	$ 3,406,600
% YTD Actual / Total Budgeted	*8.60%*
Budgeted Sales Tax Revenue	$ 3,406,600
% YTD Actual / Total Budgeted	*6.86%*
Budgeted Sales Tax Revenue	$ 2,364,672
% YTD Actual / Total Budgeted	*8.95%*
Budgeted Sales Tax Revenue	$ 2,110,144
% YTD Actual / Total Budgeted	*8.06%*
Budgeted Sales Tax Revenue	$ 1,924,050
% YTD Actual / Total Budgeted	*8.26%*
Budgeted Sales Tax Revenue	$ 1,838,400
% YTD Actual / Total Budgeted	*7.58%*
Budgeted Sales Tax Revenue	$ 1,838,000
% YTD Actual / Total Budgeted	*6.81%*
Budgeted Sales Tax Revenue	$ 1,590,000
% YTD Actual / Total Budgeted	*7.97%*

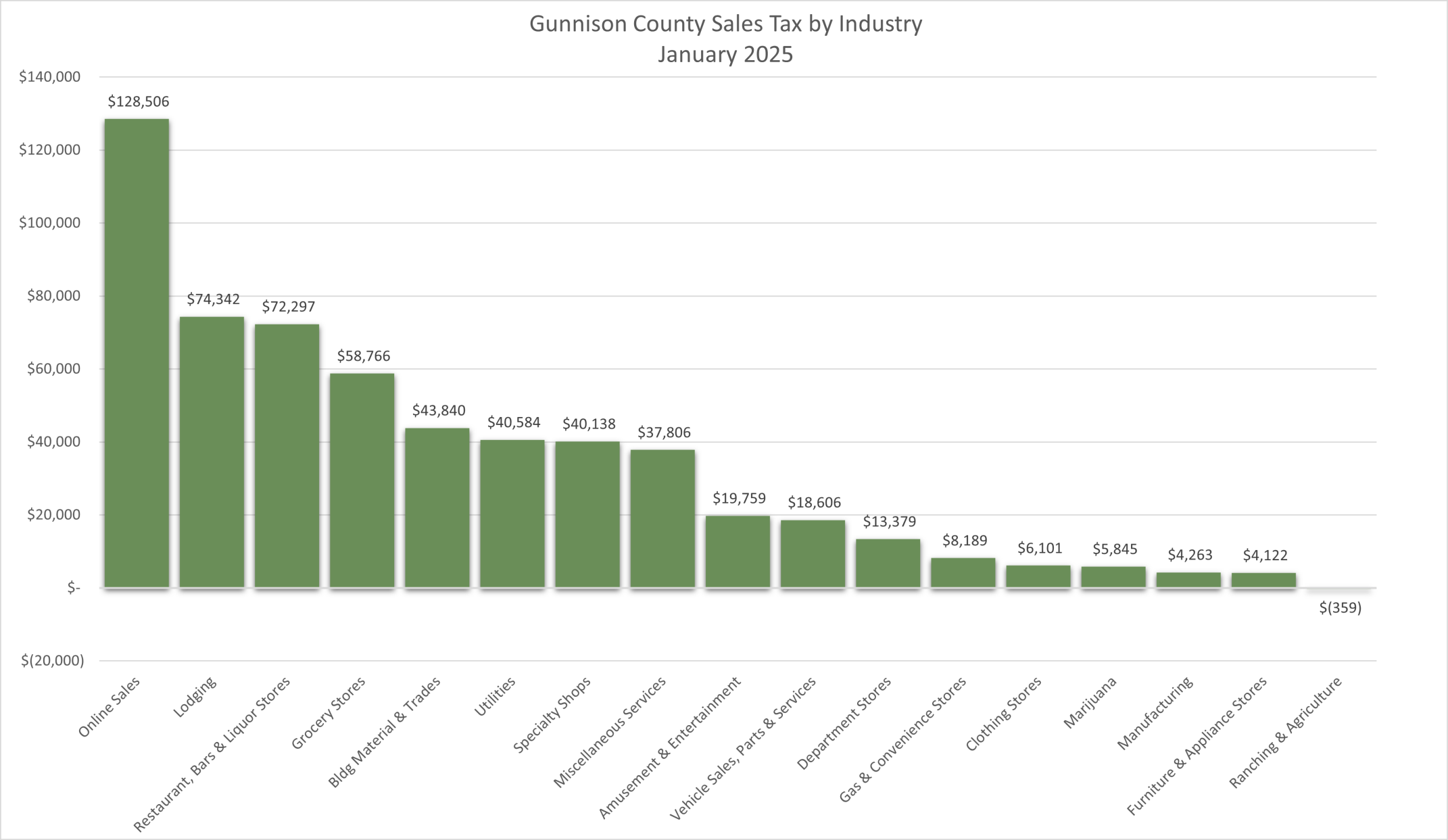
GUNNISON COUNTY

Sales Tax by Industry and Jurisdiction
January 2025 Sales

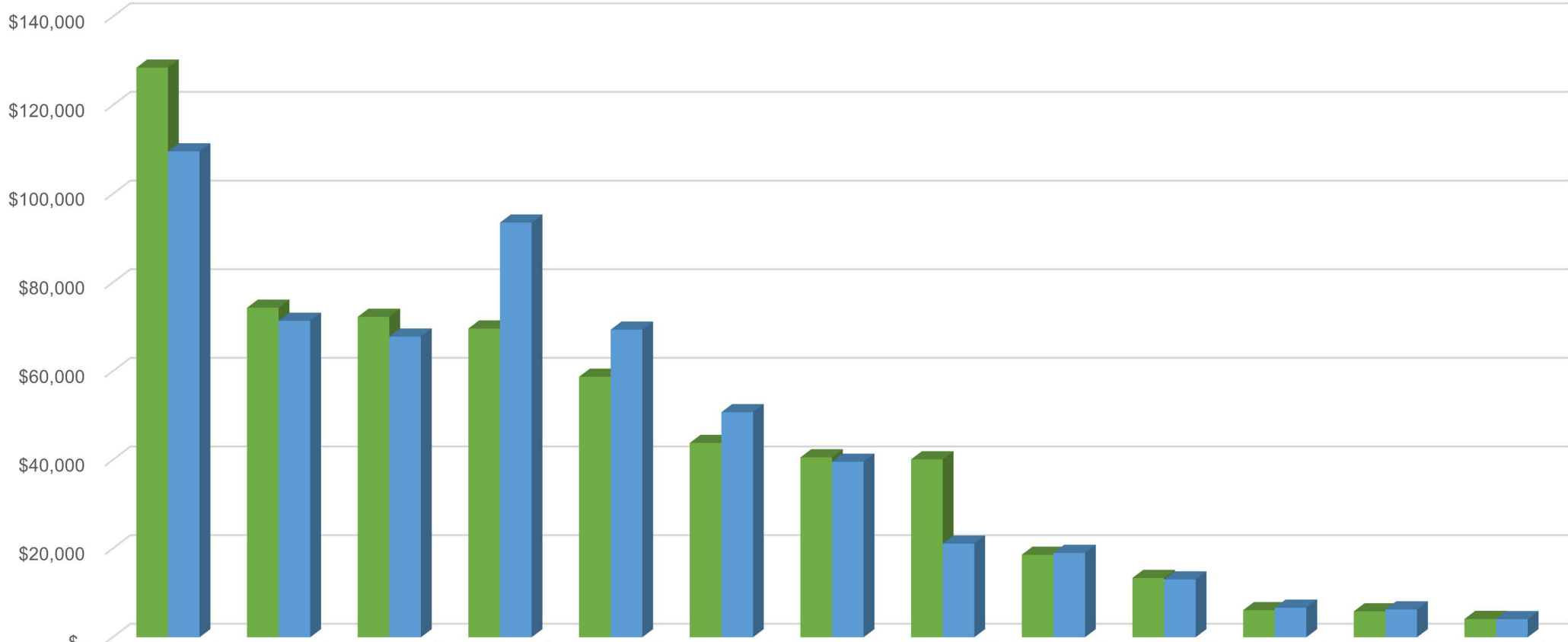
January 2025	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated/ Rem of Cnty	Grand Total	$ Change from PY	% Change from PY
Amusement & Entertainment	1,457	4,809	-	9,020	-	4,474	**$ 19,759**	$ (10,808)	-35.36%
Bldg Material & Trades	7,348	20,957	-	1,937	-	13,599	**$ 43,840**	$ (6,931)	-13.65%
Clothing Stores	3,509	566	-	1,968	-	58	**$ 6,101**	$ (566)	-8.49%
Department Stores	-	13,379	-	-	-	-	**$ 13,379**	$ 333	2.55%
Furniture & Appliance Stores	2,217	935	-	1	-	970	**$ 4,122**	$ 37	0.92%
Grocery Stores	13,316	45,398	-	-	28	23	**$ 58,766**	$ (10,634)	-15.32%
Lodging	11,799	5,265	192	42,349	487	14,250	**$ 74,342**	$ 2,951	4.13%
Manufacturing	1,399	1,738	12	22	-	1,092	**$ 4,263**	$ (6,230)	-59.37%
Marijuana	2,379	3,467	-	-	-	-	**$ 5,845**	$ (431)	-6.87%
Miscellaneous Services	9,795	12,176	2	8,486	1	7,346	**$ 37,806**	$ (7,039)	-15.70%
Online Sales	-	10	1	-	-	128,495	**$ 128,506**	$ 18,894	17.24%
Ranching & Agriculture	-	(359)	-	-	-	-	**$ (359)**	$ (405)	-888.53%
Specialty Shops	13,672	15,537	-	59	-	10,870	**$ 40,138**	$ 19,019	90.06%
Utilities	5,747	10,419	231	8,526	252	15,409	**$ 40,584**	$ 999	2.52%
Vehicle Sales, Parts & Services	1,250	14,635	23	20	93	2,585	**$ 18,606**	$ (427)	-2.24%
Restaurant, Bars & Liquor Stores	41,975	24,880	-	4,209	-	1,233	**$ 72,297**	$ 4,461	6.58%
Gas & Convenience Stores	1,263	6,682	-	-	3	241	**$ 8,189**	$ 591	7.79%
Grand Total	**$ 117,123**	**$ 180,492**	**$ 461**	**$ 76,597**	**$ 863**	**$ 200,646**	**$ 576,183**	$ 3,817	0.67%

Same Month, Prior Year for Comparison

January 2024	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated/ Rem of Cnty	Grand Total
Amusement & Entertainment	11,521	4,346	-	10,086	16	4,598	**$ 30,567**
Bldg Material & Trades	19,150	23,321	5	633	368	7,294	**$ 50,771**
Clothing Stores	3,643	625	-	2,388	3	8	**$ 6,667**
Department Stores	-	13,044	-	-	-	3	**$ 13,046**
Furniture & Appliance Stores	1,638	1,067	28	132	0	1,219	**$ 4,085**
Grocery Stores	14,416	54,854	-	11	-	118	**$ 69,399**
Lodging	11,648	6,192	103	41,872	197	11,378	**$ 71,391**
Manufacturing	6,468	1,618	0	492	-	1,915	**$ 10,493**
Marijuana	2,859	3,418	-	-	-	-	**$ 6,276**
Miscellaneous Services	14,205	13,126	4	9,696	74	7,740	**$ 44,845**
Online Sales	-	-	-	-	-	109,611	**$ 109,611**
Ranching & Agriculture	-	46	-	-	-	-	**$ 46**
Specialty Shops	7,192	7,408	795	581	0	5,142	**$ 21,119**
Utilities	5,261	10,498	277	7,710	234	15,604	**$ 39,585**
Vehicle Sales, Parts & Services	1,323	14,151	24	35	-	3,501	**$ 19,033**
Restaurant, Bars & Liquor Stores	37,696	24,314	1	4,648	-	1,176	**$ 67,835**
Gas & Convenience Stores	1,111	5,307	-	-	-	1,180	**$ 7,598**
Grand Total	**$ 138,130**	**$ 183,334**	**$ 1,238**	**$ 78,285**	**$ 892**	**$ 170,487**	**$ 572,367**


Gunnison County Sales Tax by Industry
January 2025
$140,000
$120,000
$100,000
$80,000
$60,000
$40,000
$20,000
$-
$(20,000)
$128,506
$74,342
$72,297
$58,766
$43,840
$40,584
$40,138
$37,806
$19,759
$18,606
$13,379
$8,189
$6,101
$5,845
$4,263
$4,122
$(359)
Online Sales
Lodging
Restaurant, Bars & Liquor Stores
Grocery Stores
Bldg Material & Trades
Utilities
Specialty Shops
Miscellaneous Services
Amusement & Entertainment
Vehicle Sales, Parts & Services
Department Stores
Gas & Convenience Stores
Clothing Stores
Marijuana
Manufacturing
Furniture & Appliance Stores
Ranching & Agriculture

Gunnison County Sales Tax
Year to Date Industry Comparison
2024 vs 2025



	ONLINE SALES	LODGING	REST/BARS/ LIQ	OTHER	GROCERY STORE	BLDG MATERIAL	UTILITIES	SPECIALTY SHOP	VEHICLE SALES	DEPT STORES	CLOTHING STORES	MARIJUANA	FURNITURE/ APPL
2025	128,506	74,342	72,297	69,657	58,766	43,840	40,584	40,138	18,606	13,379	6,101	5,845	4,122
2024	109,611	71,391	67,835	93,547	69,399	50,771	39,585	21,119	19,033	13,046	6,667	6,276	4,085

GUNNISON COUNTY

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2025														
Current Month Net Collection	552,411.00													
Marble Only Collections	*888.00*													
Non Marble Collections	*551,523.00*													
Interest Credit	38,440.00													
Program Cost	-													
Current Total Distribution	$ 590,851.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 590,851.00	$ 590,851.00
% Change over previous year (cumulative)	*95.14%*													
YEAR	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
2024														
Current Month Net Collection	302,223.00	459,681.85	483,880.95	93,482.00	128,750.00	338,680.46	526,665.00	422,316.88	434,627.00	183,250.00	126,184.76	353,760.00		
Marble Only Collections	*233.00*	*495.00*	*1,071.00*	*378.00*	*1,125.00*	*5,321.48*	*3,695.00*	*2,715.00*	*7,583.00*	*1,571.00*	*990.76*	1,712.00		
Non Marble Collections	*301,990.00*	*459,186.85*	*482,809.95*	*93,104.00*	*127,625.00*	*333,358.98*	*522,970.00*	*419,601.88*	*427,044.00*	*181,679.00*	*125,194.00*	352,048.00		
Interest Credit	98.00	339.00	2.00	34.00	42.00	10.00	10.00	581.00	26.00	77.00	48.00	216.00		
Program Cost	454.95	818.84	664.34	608.05	430.22	(10,770.14)	729.17	820.36	608.90	807.26	564.64	255.67		
Current Total Distribution	$ 302,775.95	$ 460,839.69	$ 484,547.29	$ 94,124.05	$ 129,222.22	$ 327,920.32	$ 527,404.17	$ 423,718.24	$ 435,261.90	$ 184,134.26	$ 126,797.40	$ 354,231.67	$ 3,850,977.16	$ 302,775.95
% Change over previous year (cumulative)	*-5.02%*	*40.64%*	*11.88%*	*-2.64%*	*3.81%*	*12.20%*	*5.81%*	*18.56%*	*-4.02%*	*-16.05%*	*-0.20%*	*2.81%*	7.17%	
YEAR	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
2023														
Current Month Net Collection	318,489.00	327,208.00	432,664.00	96,286.00	124,021.56	302,137.15	498,398.00	356,485.00	452,768.00	217,535.00	126,389.00	344,122.00		
Marble Only Collections	*584.00*	*(362.00)*	*926.00*	*318.00*	*600.00*	*2,512.00*	*2,919.00*	*1,950.00*	*5,775.00*	*1,270.00*	*564.00*	1,397.00		
Non Marble Collections	*317,905.00*	*327,570.00*	*431,738.00*	*95,968.00*	*123,421.56*	*299,625.15*	*495,479.00*	*354,535.00*	*446,993.00*	*216,265.00*	*125,825.00*	*342,725.00*		
Interest Credit	(12.00)	33.00	3.00	2.00	20.00	20.00	2.00	58.00	2.00	835.00	100.00	85.00		
Program Cost	297.21	423.69	445.61	385.57	443.27	(9,892.82)	64.59	830.24	725.82	978.84	557.45	326.12		
Current Total Distribution	$ 318,774.21	$ 327,664.69	$ 433,112.61	$ 96,673.57	$ 124,484.83	$ 292,264.33	$ 498,464.59	$ 357,373.24	$ 453,495.82	$ 219,348.84	$ 127,046.45	$ 344,533.12	$ 3,593,236.30	$ 318,774.21
% Change over previous year (cumulative)	*-2.64%*	*-3.44%*	*-13.46%*	*-11.88%*	*-10.70%*	*-10.76%*	*-7.64%*	*-6.67%*	*-3.44%*	*-2.45%*	*-1.86%*	*-1.38%*	-1.38%	
YEAR	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
2022														
Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	109,755.00	332,544.60		
Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00	31.00	358.00		
Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90	308.52	144.32		
Current Total Distribution	$ 327,433.99	$ 342,067.65	$ 577,958.31	$ 87,289.40	$ 121,894.10	$ 328,323.03	$ 479,362.31	$ 359,480.63	$ 381,932.34	$ 194,462.90	$ 110,094.52	$ 333,046.92	$ 3,643,346.10	$ 327,433.99
% Change over previous year (cumulative)	*28.01%*	*15.91%*	*27.14%*	*24.01%*	*22.46%*	*14.20%*	*10.90%*	*8.92%*	*5.85%*	*6.32%*	*4.94%*	*4.39%*	4.39%	
YEAR	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
2021														
Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
Current Total Distribution	$ 255,793.86	$ 321,802.16	$ 403,591.57	$ 95,161.04	$ 113,119.09	$ 373,494.58	$ 478,803.13	$ 367,144.34	$ 430,845.10	$ 170,090.37	$ 144,541.99	$ 335,612.28	$ 3,489,999.51	$ 255,793.86
% Change over previous year (cumulative)	*32.88%*	*40.50%*	*64.94%*	*60.58%*	*70.92%*	*78.01%*	*65.77%*	*56.82%*	*49.45%*	*46.60%*	*46.37%*	*43.19%*	43.19%	
YEAR	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
2020														
Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
Current Total Distribution	$ 192,500.17	$ 218,603.53	$ 183,757.74	$ 75,416.30	$ 25,651.18	$ 182,097.76	$ 353,688.55	$ 304,421.93	$ 364,005.62	$ 152,900.68	$ 102,034.07	$ 282,197.01	$ 2,437,274.54	$ 192,500.17
% Change over previous year (cumulative)	*5.75%*	*14.23%*	*4.43%*	*-0.06%*	*-6.11%*	*-7.23%*	*-1.96%*	*1.44%*	*6.08%*	*8.70%*	*9.33%*	*11.38%*	11.38%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2019														
Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
Current Total Distribution	$ 182,039.77	$ 177,839.06	$ 209,741.18	$ 101,064.11	$ 70,528.24	$ 205,251.69	$ 309,873.15	$ 258,026.69	$ 276,903.79	$ 97,483.25	$ 82,406.90	$ 217,147.56	$ 2,188,305.39	$ 182,039.77
% Change over previous year (cumulative)	*20.51%*	*18.14%*	*7.37%*	*14.17%*	*10.98%*	*1.14%*	*0.56%*	*1.54%*	*0.29%*	*0.63%*	*1.63%*	*2.63%*	2.63%	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2018														
Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
Current Total Distribution	$ 151,063.95	$ 153,562.48	$ 225,891.35	$ 56,935.50	$ 80,398.66	$ 267,971.63	$ 313,473.14	$ 242,085.43	$ 294,660.46	$ 90,869.56	$ 62,626.33	$ 192,678.64	$ 2,132,217.13	$ 151,063.95
% Change over previous year (cumulative)	*15.06%*	*8.18%*	*12.14%*	*-1.92%*	*1.85%*	*14.14%*	*14.88%*	*13.40%*	*14.18%*	*11.43%*	*12.48%*	*11.68%*	11.68%	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2017														
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	$ 131,290.57	$ 150,312.93	$ 191,482.05	$ 125,862.00	$ 56,778.43	$ 164,148.89	$ 267,632.86	$ 227,618.97	$ 249,060.13	$ 120,135.29	$ 40,050.89	$ 184,856.73	$ 1,909,229.74	$ 131,290.57
% Change over previous year (cumulative)	*-14.99%*	*-11.93%*	*-2.37%*	*1.95%*	*3.02%*	*6.33%*	*4.67%*	*6.62%*	*7.27%*	*10.32%*	*9.96%*	*10.28%*	10.28%	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	$ 154,435.98	$ 165,326.89	$ 164,787.97	$ 102,949.89	$ 49,027.50	$ 134,527.61	$ 267,932.26	$ 194,452.87	$ 224,682.64	$ 68,701.47	$ 41,424.49	$ 163,080.47	$ 1,731,330.04	$ 154,435.98
% Change over previous year (cumulative)	*48.61%*	*40.79%*	*10.92%*	*24.08%*	*22.90%*	*18.62%*	*17.77%*	*13.06%*	*12.09%*	*11.70%*	*11.88%*	*14.85%*	14.85%	

GUNNISON COUNTY

COMPARATIVE LOCAL MARKETING DISTRICT TAX BY JURISDICTION

	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	
Jurisdiction	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	**Grand Total**
Crested Butte	63,764												**$ 63,764**
Gunnison	20,555												**$ 20,555**
Marble	888												**$ 888**
Pitkin	211												**$ 211**
Mt Crested Butte	444,891												**$ 444,891**
Unincorporated/ Gunnison County	60,542												**$ 60,542**
Program Cost	-												**$ -**
Grand Total	**$ 590,851**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 590,851**

	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	
Jurisdiction	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	**Grand Total**
Crested Butte	70,997	71,490	79,674	14,439	13,019	58,935	95,784	78,292	81,695	27,033	23,907	59,382	**$ 674,646**
Gunnison	22,957	22,597	36,929	9,361	35,418	59,049	71,044	60,648	65,912	57,615	17,074	35,277	**$ 493,881**
Marble	233	495	1,071	378	1,125	5,321	3,695	2,715	7,583	1,571	991	1,712	**$ 26,890**
Pitkin	455	116	253	4	183	982	534	542	2,406	(140)	281	297	**$ 5,913**
Mt Crested Butte	164,641	305,295	292,509	45,906	39,698	108,867	209,912	134,312	173,552	56,202	54,810	192,003	**$ 1,777,707**
Unincorporated/ Gunnison County	43,038	60,028	73,447	23,428	39,349	105,536	145,706	146,389	103,505	41,046	29,171	65,305	**$ 875,948**
Program Cost	455	819	664	608	430	(10,770)	729	820	609	807	565	256	**$ (4,008)**
Grand Total	**$ 302,776**	**$ 460,840**	**$ 484,547**	**$ 94,124**	**$ 129,222**	**$ 327,920**	**$ 527,404**	**$ 423,718**	**$ 435,262**	**$ 184,134**	**$ 126,797**	**$ 354,232**	**$ 3,850,977**

	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	
Jurisdiction	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	**Grand Total**
Crested Butte	80,485	86,575	97,052	20,093	18,676	57,031	125,482	85,149	86,059	35,953	19,017	63,132	**$ 774,704**
Gunnison	20,102	18,630	36,773	14,004	22,552	64,907	58,596	64,356	89,441	34,185	20,253	30,013	**$ 473,812**
Marble	584	(362)	926	318	600	2,512	2,919	1,950	5,775	1,270	564	1,408	**$ 18,464**
Pitkin	228	317	126	231	124	761	1,490	592	3,711	166	31	324	**$ 8,101**
Mt Crested Butte	173,293	183,692	253,661	44,832	46,901	78,627	158,286	104,205	169,130	63,240	55,994	197,897	**$ 1,529,758**
Unincorporated/ Gunnison County	43,785	38,389	44,129	16,810	35,189	98,319	151,627	100,291	98,654	83,556	30,630	51,433	**$ 792,812**
Program Cost	297	424	446	386	443	(9,893)	65	830	726	979	557	326	**$ (4,414)**
Grand Total	**$ 318,774**	**$ 327,665**	**$ 433,113**	**$ 96,674**	**$ 124,485**	**$ 292,264**	**$ 498,465**	**$ 357,373**	**$ 453,496**	**$ 219,349**	**$ 127,046**	**$ 344,533**	**$ 3,593,236**

GUNNISON COUNTY

COMPARATIVE LOCAL MARKETING DISTRICT TAX BY NAICS

	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	
NAICS	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	**Grand Total**
Sales Financing	-												**$ -**
Lessors of Residential Buildings	27,046												**$ 27,046**
Lessors of Other Real Estate Property	267,649												**$ 267,649**
Residential Property Managers	23,115												**$ 23,115**
Hotels and Motels	78,447												**$ 78,447**
Bed and Breakfast Inns	1,161												**$ 1,161**
All Other Traveler Accommodation	186,849												**$ 186,849**
RV Parks and Campgrounds	4,230												**$ 4,230**
Recreational and Vacation Camps	2,354												**$ 2,354**
Program Cost	-												**$ -**
Grand Total	**$ 590,851**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 590,851**

	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	
NAICS	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	**Grand Total**
Sales Financing	-	-	154	-	-	20	-	-	114	-	-	-	**$ 288**
Lessors of Residential Buildings	30,147	31,937	44,166	1,749	7,072	45,869	69,079	51,024	34,979	8,462	4,007	28,097	**$ 356,588**
Lessors of Other Real Estate Property	36,529	52,618	53,885	6,176	4,050	20,127	49,358	29,859	22,751	7,571	2,235	25,604	**$ 310,763**
Residential Property Managers	21,932	20,268	31,036	2,437	3,002	10,185	22,551	18,006	18,404	2,728	7,514	18,277	**$ 176,340**
Hotels and Motels	41,522	179,473	174,696	19,170	38,415	101,157	152,512	104,100	183,133	54,725	24,543	92,244	**$ 1,165,690**
Bed and Breakfast Inns	2,454	836	3,839	-	157	4,570	6,078	4,362	10,057	1,629	297	3,139	**$ 37,418**
All Other Traveler Accommodation	166,430	168,788	172,863	60,067	71,245	137,463	195,993	195,216	139,230	99,453	86,076	183,877	**$ 1,676,701**
RV Parks and Campgrounds	907	3,911	1,317	3,894	4,291	13,872	24,729	15,057	21,397	5,355	1,033	807	**$ 96,570**
Recreational and Vacation Camps	2,400	2,190	1,927	23	560	5,427	6,375	5,274	4,588	3,404	528	1,931	**$ 34,627**
Program Cost	455	819	664	608	430	(10,770)	729	820	609	807	565	256	**$ (4,008)**
Grand Total	**$ 302,776**	**$ 460,840**	**$ 484,547**	**$ 94,124**	**$ 129,222**	**$ 327,920**	**$ 527,404**	**$ 423,718**	**$ 435,262**	**$ 184,134**	**$ 126,797**	**$ 354,232**	**$ 3,850,977**

	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	
NAICS	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	**Grand Total**
Sales Financing	-	-				-			152			168	**$ 320**
Lessors of Residential Buildings	26,985	31,494	47,118	9,000	8,230	34,996	69,009	51,815	51,810	13,070	2,047	21,615	**$ 367,189**
Lessors of Other Real Estate Property	(117)	-	937		16,312	45	664	409	34,275	11,803	4,690	32,947	**$ 101,965**
Residential Property Managers	22,284	17,716	23,708	7,320	3,358	11,096	25,132	16,597	17,418	4,387	3,680	12,671	**$ 165,367**
Hotels and Motels	90,408	110,270	183,094	30,892	29,226	104,271	158,069	113,881	185,205	58,240	29,316	112,342	**$ 1,205,214**
Bed and Breakfast Inns	787	1,422	3,836		60	2,268	5,896	3,108	9,201	1,078	73	1,963	**$ 29,692**
All Other Traveler Accommodation	172,414	161,418	168,844	46,056	62,234	122,767	219,689	148,370	128,048	113,395	82,413	157,997	**$ 1,583,645**
RV Parks and Campgrounds	2,773	3,317	2,929	2,062	3,391	20,924	14,342	17,435	22,085	12,725	3,116	2,305	**$ 107,404**
Recreational and Vacation Camps	2,943	1,604	2,201	958	1,231	5,790	5,599	4,928	4,576	3,672	1,154	2,199	**$ 36,855**
Program Cost	297	424	446	386	443	(9,893)	65	830	726	979	557	326	**$ (4,414)**
Grand Total	**$ 318,774**	**$ 327,665**	**$ 433,113**	**$ 96,674**	**$ 124,485**	**$ 292,264**	**$ 498,465**	**$ 357,373**	**$ 453,496**	**$ 219,349**	**$ 127,046**	**$ 344,533**	**$ 3,593,236**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Report

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Present Monthly and Investment reports

Fiscal Impact:

Submitted by: Debbie Dunbar **Submitter's Email Address:** ddunbar@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

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

Agenda Date: 3/18/2025

Revised April 2015

TREASURER'S MONTHLY REPORT FOR FEBRUARY 2025

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	$	$	$	$
Due from Tre-County General	4,587,416.23	5,258,715.95	(4,840,486.48)	5,005,645.70
Due from Tre-Road & Bridge	4,179,665.35	416,074.36	(170.91)	4,595,568.80
Due from Tre-Human Services	897,406.00	276,171.55	(3,668.34)	1,169,909.21
Due from Tre-Public Health Agency	34,392.44	127,797.15	(624.32)	161,565.27
Due from Tre-Conservation Trust	347,181.40	936.65	(2,899.65)	345,218.40
Due from Tre-Bond Fund	745.84	2.03	-	747.87
Due from Tre-Airport	1,309,433.85	219,524.19	(2,194.50)	1,526,763.54
Due from Tre-Sales Tax	5,155,087.78	641,358.78	(41.39)	5,796,405.17
Due from Tre-Land Preservation	2,095,269.41	5,513.19	(68,801.06)	2,031,981.54
Due from Tre-Mosquito	60,813.34	33,442.05	(989.69)	93,265.70
Due from Tre-Sage Grouse	402,254.22	7,179.25	-	409,433.47
Due from Tre-Risk Management	15,468.73	34.26	(2,877.05)	12,625.94
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	1,649.45	87,405.82	-	89,055.27
Due from Tre-Sewer	1,190,241.12	83,857.74	(25,712.03)	1,248,386.83
Due from Tre-Water	793,509.06	102,984.99	-	896,494.05
Due from Tre-Solid Waste	583,918.14	101,377.53	(72,088.59)	613,207.08
Due from Tre-Housing Authority	566.17	4,214.31	-	4,780.48
Due from Tre-Gunn Sr Housing	255,010.75	688.20	(2,049.67)	253,649.28
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	86,666.35	9,443.11	(95,547.58)	561.88
Due from Tre-Internal Service II	810.85	60,160.50	(2,001.67)	58,969.68
Due from Tre-Insurance Trust	2,260,459.36	15,147.41	(129,282.67)	2,146,324.10
Due from Tre-Local Marketing District	2,011,157.72	4,898.80	(210,519.15)	1,805,537.37
Due from Tre-Rural Trans Auth	5,190,336.21	97,029.48	(38.60)	5,287,327.09
Due from Tre-Public Trustee Agency	87.00	-	(62.48)	24.52
Due from Tre-Series 2010 Bond Reserve	-	-	-	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	-	-	-	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	175.00	(175.00)	-
Due from Tre-Treas Fees	-	415,121.40	(415,121.40)	-
Due from Tre-Health Claims	142,869.53	144,099.06	(66,327.19)	220,641.40
Due from Tre-Landfill Closure	1,397,277.49	7,672.31	-	1,404,949.80
Due from Tre-Landfill Cons Resv	1,938,877.15	19,746.47	-	1,958,623.62
Due from Tre-Payroll Clearing	7,311.61	1,431,881.57	(1,431,473.84)	7,719.34
Due from Tre-Sewer Reserve	196,037.74	-	(99,901.74)	96,136.00
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	38.67	-	(38.67)	-
Due From Tre-Housing Authority Restricted Deposits	40,450.96	-	-	40,450.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	749,921.66	5,362,113.46	(5,145,262.11)	966,773.01
Due from Tre-Finance Revenue Clearing	45,753.84	3,186,846.17	(3,186,846.17)	45,753.84
Due from Tre-Water Resource	50,979.12	138.69	-	51,117.81
Due from Tre-Workforce Impact Fees	408,353.92	1,110.96	-	409,464.88
Due from Tre-Living Community	39,242.05	375,145.55	(48,031.22)	366,356.38
COUNTY FUNDS TOTAL	36,836,068.70	18,498,007.94	(15,853,233.17)	39,480,843.47
CITIES AND TOWNS	$	$	$	$
Due from Tre-Crested Butte General	24,576.98	118,053.90	(27,967.12)	114,663.76
Due from Tre-Crested Butte Street/Alley	67,637.97	458,233.65	(86,401.88)	439,469.74
Due from Tre-Gunnison City General	14,922.44	173,737.15	(19,426.04)	169,233.55
Due from Tre-Marble General	1,982.87	12,724.54	(2,233.46)	12,473.95
Due from Tre-Mt Crested Butte General	66,698.36	733,984.09	(152,452.19)	648,230.26
Due from Tre-Pitkin General	2,233.17	12,309.94	(2,476.37)	12,066.74
CITIES AND TOWNS TOTAL	178,051.79	1,509,043.27	(290,957.06)	1,396,138.00
SCHOOLS	$	$	$	$
Due from Tre-Gunn RE1J Gen	787,400.68	6,440,564.61	(947,342.53)	6,280,622.76
Due from Tre-Gunn RE1J Bond	339,904.08	3,264,355.67	(414,679.46)	3,189,580.29
Due from Tre-Delta 50J General	20,858.84	98,585.84	(21,087.10)	98,357.58
Due from Tre-Delta 50J Bond	1,783.54	13,406.77	(1,783.54)	13,406.77
Due from Tre-Montrose RE1J General	8,498.44	78,988.92	(18,084.17)	69,403.19
Due from Tre-Montrose RE1J Bond	662.17	6,907.20	(1,701.56)	5,867.81
Due from Tre-Reij 2014 Mill Override	89,971.20	866,289.76	(111,939.26)	844,321.70

SCHOOLS TOTAL	1,249,078.95	10,769,098.77	(1,516,617.62)	10,501,560.10
IMPROVEMENT DISTRICTS	**$**	**$**	**$**	**$**
Due From Tre-Gunn Rising #2	707.59	35,111.23	(1,739.94)	34,078.88
Due From Tre-Gunn Rising #3	2.80	2.84	(2.80)	2.84
Due From Tre-Gunn Rising #4	2.18	2.21	(2.18)	2.21
Due from Tre-CO River Water CD	21,691.71	191,988.54	(31,718.47)	181,961.78
Due from Tre-Reserve MD2	8,940.46	53,645.61	(10,526.95)	52,059.12
Due from Tre-Mt Crested Butte DDA	41,101.69	525,871.82	(56,877.84)	510,095.67
Due from Tre-Bostwick Park Water CD	34.86	1,200.09	(134.33)	1,100.62
Due from Tre-Crawford Water CD	-	0.71	(0.02)	0.69
Due from Tre-Crested Butte South MD	12,077.40	204,405.14	(19,494.82)	196,987.72
Due from Tre-Mt CB Water/San	44,034.58	490,593.34	(100,616.71)	434,011.21
Due from Tre-East River Regional SD	5,057.05	37,608.10	(6,169.68)	36,495.47
Due from Tre-Cemetery	7,403.03	90,689.05	(10,466.34)	87,625.74
Due from Tre-Gunn Co Metro Rec Dist	40,484.29	371,003.40	(60,144.38)	351,343.31
Due from Tre-N Fork Water CD	247.50	1,380.56	(285.44)	1,342.62
Due from Tre-Skyland MD	46,068.61	246,665.03	(53,359.97)	239,373.67
Due from Tre-Upper Gunn Water CD	76,357.87	710,109.46	(113,333.49)	673,133.84
Due from Tre-Crested Butte Fire PD	256,104.53	2,095,948.85	(387,516.73)	1,964,536.65
Due from Tre-Gunn Co Fire PD	37,106.06	408,529.31	(52,224.25)	393,411.12
Due from Tre-Carbondale & Rural Fire PD	13,972.67	78,528.76	(16,292.99)	76,208.44
Due from Tre-Ragged Mt Fire PD	1,783.65	9,642.50	(2,054.00)	9,372.15
Due from Tre-Arrowhead Fire PD	2,436.10	31,057.53	(3,591.63)	29,902.00
Due From Tre-Library General Fund	88,671.82	779,857.26	(129,499.51)	739,029.57
Due From Tre-Reserve MD#2 BOND 2016A	25,814.09	187,321.10	(31,359.77)	181,775.42
Due From Tre-North Fork Ambulance Health Service D	4,655.48	26,402.65	(5,404.39)	25,653.74
Due From Tre-Reserve MD #2 BOND 2016B	3,491.92	20,938.67	(4,111.18)	20,319.41
Due From Tre-Reserve MD #2 BOND 2016C	3,102.13	18,600.14	(3,652.22)	18,050.05
Due From Tre-Crested Butte Fire PD Bond	72,251.75	585,723.83	(109,079.89)	548,895.69
Due From Tre-Gunn Co Metro Rec North	57,984.25	461,377.97	(73,396.86)	445,965.36
IMPROVEMENT DISTRICTS TOTAL	871,586.07	7,664,205.70	(1,283,056.78)	7,252,734.99
MISC CONTROL	**$**	**$**	**$**	**$**
Due from Tre-Clerk & Recorder	454,531.76	550,576.56	(596,540.85)	408,567.47
Due from Tre-Clerk Sales Tax	-	81,451.39	(81,451.39)	-
Due from Tre-SOT	-	316,089.77	(316,089.77)	-
Due from Tre-State Auto	-	208,809.82	(208,809.82)	-
Due from Tre-Clerk ST Domestic Abuse	140.00	20.00	(160.00)	-
Due from Tre-Clerk State Registrar	-	3.00	(3.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	652.00	(652.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	-	-	-	-
Due from Tre-Inmate Trust	-	-	-	-
Due from Tre-Investment Interest	-	160,670.41	(160,670.41)	-
Due from Tre-Treas Deed	4,478.35	798.06	(1,513.00)	3,763.41
Due from Tre-Unused Remittances	118.64	-	-	118.64
Due from Tre-Elected Official Fees Clrg	15,654.20	43,902.86	(46,134.88)	13,422.18
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	474,922.95	1,362,973.87	(1,412,025.12)	425,871.70
GRAND TOTALS	**39,609,708.46**	**39,803,329.55**	**(20,355,889.75)**	**59,057,148.26**

TO THE HONORABLE LAURA PUCKETT DANIELS , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of February 2025

Debbie Dunbar
Gunnison County Treasurer

DATE: 3/11/2025

Laura Puckett Daniels
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer
Monthly Investment Report
February 2025

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	Maturity
Cash on Hand	1100	752,115.14			Cash	
BMO	1101	1,353,382.89	0.00%		Chkg	
BMO CC	1103	1,693,791.01	0.00%		Chkg	
BMO MM	1104	3,326,133.53	3.13%		MM	
BMO Sheriff Account	1109	23,705.60	0.00%		Chkg	
Wells Fargo Warrant Clearing	1145	1,515,264.01	0.00%		Chkg	
Wells Fargo Revenue Clearing	1147	562,512.67	0.00%		Chkg	
Colotrust Plus	1118	10,541,844.07	4.47%		Pool	
C-Safe	1121	7,251,425.94	4.52%		Pool	
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	
Investment Clearing	1199	34,917.00	1.98%			
TOTAL CASH AND CHECKING		27,209,253.54		46.07%		
INVESTMonthlyENTS						
FHLB AXXH6	1154	550,751.85	5.00%		AG	12/6/28
FHLMC GYTW2	1168	501,276.00	5.30%		AG	6/14/27
FHLB AVQF2	1172	500,393.50	5.00%		AG	4/24/28
FHLB AVLU4	1174	499,621.50	4.85%		AG	4/25/28
FHLB AVK50	1175	500,393.50	5.00%		AG	4/24/28
United Fidelity Bank GA56	1189	248,471.16	4.90%		CD	3/30/27
Bridgewater Bank NJ60	1190	248,199.94	4.85%		CD	3/29/27
Ally Bank GM42	1191	247,068.53	5.05%		CD	3/23/26
FHLB AUUA0	1194	CALLED				
FHLB ATBS5	1204	499,499.00	4.00%		AG	9/29/26
FHLMC GXN91	1207	699,974.76	4.00%		AG	8/24/27
Synchrony Bank EXB81	1208	244,160.14	3.40%		CD	7/29/25
Discover Bank 3N361	1209	242,455.43	3.45%		CD	7/29/26
US Treasury CCF68	1210	479,921.50	0.75%		T	5/31/26
FHLMC GXXR0	1211	498,233.50	3.32%		AG	6/30/25
FHLMC GXYD0	1212	497,608.50	3.25%		AG	6/30/27
Capital One Bank USA HF75	1213	240,789.92	3.45%		CD	6/29/27
American Express AD582	1214	240,531.69	3.40%		CD	6/29/27
FHLB ASGP8	1215	509,411.97	4.10%		AG	7/14/25
FHLMC GXZT4	1216	499,263.50	4.00%		AG	7/14/25
FHLB ARUR0	1217	491,209.00	3.20%		AG	5/10/27
US Treasury 2CBQ3	1218	482,343.50	0.50%		T	2/28/26
FHLB AR6F3	1219	499,304.00	2.00%		AG	3/24/25
FHLB ARC33	1220	578,764.80	2.30%		AG	3/29/27
FHLB AR7M7	1221	493,429.50	2.00%		AG	9/30/25
US Treasury 8Z781	1222	477,109.00	1.50%		T	1/31/27
FHLBB AQFB4	1223	489,751.00	1.00%		AG	12/30/25
FHLB APLK9	1225	477,662.00	1.28%		AG	10/28/26
FHLB APH40	1226	476,188.50	1.06%		AG	10/21/26
FHLB ANG95	1227	479,672.00	1.25%		AG	8/24/26
First Natl Bank of America YUJ2	1228	232,662.53	0.85%		cd	9/30/26
FHLB ANJK7	1229	953,821.00	0.875%		AG	8/25/26
FHLB AMTZ5	1231	341,044.20	0.75%		AG	11/28/25
FFCB EMZW5	1233	496,171.50	0.73%		AG	5/19/25
FHLB AMJN3	1234	481,168.50	1.03%		AG	5/26/26
FHLB AMDY5	1235	481,219.50	1.00%		AG	5/20/26
FHLB AMDV1	1236	481,811.00	1.05%		AG	5/12/26
FHLB ALW26	1237	497,485.50	0.75%		AG	4/22/25
FHLB ALW67	1238	482,943.00	1.10%		AG	4/22/26
FHLB ALV68	1240	483,489.50	1.03%		AG	3/30/26
FHLB ALM43	1241	490,118.00	0.75%		AG	9/30/25
FHLB ALMM3	1242	483,334.00	1.00%		AG	3/30/26
FHLB AKWS1	1243	482,867.00	0.53%		AG	2/17/26
FHLB ALA53	1244	482,805.50	0.60%		AG	2/25/26
FFCB EMJT0	1245	476,504.91	0.60%		AG	12/9/25
FAMC 2B3F5	1246	292,220.40	0.60%		AG	11/20/25
FHLMC GXAP9	1248	487,401.50	0.60%		AG	11/12/25
JP Morgan UNC9	1250	236,523.00	0.40%		CD	9/30/25
Bank of Baroda HMT7	1260	241,550.64	0.65%		CD	7/22/25
Texas Exchange Bank THU7	1263	242,538.48	1.00%		CD	6/19/25
Toyota Financial Savings MJS1	1264	242,193.77	0.80%		CD	6/30/25
Park State Bank VAB7	1265	243,110.80	0.90%		CD	5/22/25
Capital One Bank RPN5	1271	244,130.25	1.45%		CD	4/15/25
Western States Bank	1309	532,447.35	4.35%		CD	2/17/25
Gunnison Savings and Loan 8721	1334	500,000.00	2.84%		CD	2/14/28
InBank Bank 9156	1402	236,372.73	3.88%		CD	3/21/25
Redstone Bank	1449	253,384.87	4.45%		CD	5/16/25
Morgan Stanley DGT9	1489	249,751.02	5.05%		CD	11/8/28
FHLMC H1RN5	1493	CALLED				
FFCB EP6X8	1494	500,291.50	5.37%		AG	4/2/29
FFCB ERCW9	1495	500,805.00	5.63%		AG	4/30/29
FHLB 1AC1	1496	607,624.20	5.30%		AG	5/1/29
FFCB ERFL0	1497	501,134.00	5.52%		AG	5/29/29
FNMA GAUJ8	1499	281,048.76	4.05%		AG	8/28/29
FHLMC HAJZ7	1500	491,942.50	4.00%		AG	9/13/29
FFCB ERVL2	1501	996,791.00	4.62%		AG	10/1/29
FHLB B33X9	1502	497,784.00	4.50%		AG	10/9/29
FHLB B3BB8	1503	499,932.50	5.00%		AG	10/22/29
FHLMC HAQR7	1504	498,822.00	4.65%		AG	10/9/29
FHLB B3F99	1505	499,996.00	5.05%		AG	10/30/29
FNMA GAY39	1506	500,313.50	5.00%		AG	10/30/29
First National Bank Oxford	1507	244,049.40	4.40%		CD	12/11/29
Truist Bank	1508	243,867.36	4.50%		CD	12/19/29
FNMA GA3M9	1509	500,107.00	5.05%		AG	12/20/29
FMNA GAA90	1510	250,047.25	5.00%		AG	2/13/30
TOTAL INVESTMENTS		31,857,085.61		53.93%		
Cash per Treasurer's Ledger		59,066,339.15		100.00%		
Plus Pending Disbursements		(9,205.89)				
Total Due to All Funds		59,057,133.26				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Board of Health Schedule and Meeti

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Consent for 2025 Board of Health Meeting Topics and Dates

Fiscal Impact:

Submitted by: Brad Wheaton **Submitter's Email Address:** bradford.wheaton@state.co.us

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

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

Agenda Date: 3/18/2025

Revised April 2015

GUNNISON COUNTY
HEALTH & HUMAN SERVICES

Phone: (970) 641-3244 | Fax: (970) 641-3738
220 N. Spruce, Gunnison, CO 81230
Website: www.GunnisonCounty.org

2025 Board of Health Meeting Topics

Meeting Date	Foundational Public Health Services	Meeting Topics
March 18, 2025		Board of Health member CDPHE training Senior Services Consumer Protection
June 17, 2025		Early Childhood Services CCCAP
September 16, 2025		West Central Public Health Partnership (WCPHP) Community Health Improvement Plan (CHIP) Health Coalition update Suicide Prevention
December 16, 2025		Clinical Services and Parenting Programs Vital Records Update


Foundational Public Health Services
Communicable Disease Prevention, Investigation and Control
Environmental Public Health
Maternal, Child, Adolescent, and Family Health
Chronic Disease, Injury Prevention, and Behavioral Health Promotion
Access to and Linkage with Healthcare
Assessment and Planning
Communications
Policy Development and Support
Partnerships
Organizational Competencies
Emergency Preparedness and Response
Health Equity and the Social Determinants of Health
Foundational Public Health Capabilities

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Board of Health Discussions

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Board of Health materials

Fiscal Impact:

Submitted by: Joni Reynolds **Submitter's Email Address:** jreynolds@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 30

Agenda Date: 3/18/2025

Revised April 2015



2024 CONSUMER PROTECTION

- 236 Inspections
- 21 Pre-operational
- 31 Plan reviews
- 3 closures for imminent health hazards
- 227 Active Licenses (includes childcares, schools and retail food) moved to more affordable housing within the community

Voluntary National Retail Food Regulatory Standards(Standards of Excellence for Continual Improvement, developed and recommended y the U.S. Food and Drug Administration with input from federal, state and local regulatory officials, industry, trade association, academia and consumers)

Completed and Audited by CDPHE and FDA

Standard 1: Regulatory Foundation

Standard 2: Trained Regulatory Staff

Standard 5: Foodborne Illness Response

Standard 7: Industry and Community Relations

Progress on Standard 9, risk-based study

NEHA Grant Status

Medicaid Care Coordination (RMHP, Region 1)

- Provides care coordination for all Medicaid members with complex needs(and any need)
- Works with youth needing QRTP care, facilitates referrals and placement coordination

Adult Protective Services

- 75 Referrals(63 referrals 2023)
- 19 Cases
- Team Staffing
- 95% of cases were not reopened in the same year
- Caretaker neglect, self- neglect, financial exploitation
- Contracts Pending LE MOU

Staffing Senior Resource Office

- 28 hr/week APS position
- 20 hours RAE
- 32 hrs non-Medicaid assistance

2024 Retail Program Standards Recognition

*Accomplishment period: 09/19/23 to 11/15/24.

Initial or Updated Full Self-Assessment of all Nine Program Standards (SA9).

- Municipality of Anchorage Health Department, AK
- Mohave County Health Department, AZ
- Placer County Environmental Health Department, CA
- Solano County, Environmental Health Division, CA
- Trinity County Public Health, CA
- Adams County Health Department, CO
- Alamosa County Public Health Dept./Envm. Health, CO
- Arapahoe County, CO
- Delta County Health Department, CO
- Denver Department of Environmental Health/Public Health Inspection, CO
- El Paso County Department of Health and Environmental Health Services, CO
- Gilpin County Public Health, CO
- Grand County, CO
- Gunnison County Department of Health & Human Services, CO
- Lake County Public Health Agency, CO
- Mesa County Public Health, CO
- East Shore Health District, CT
- Farmington Valley Health District, CT
- Hartford Health and Human Services Department, City of Hartford, CT
- Mashantucket Pequot Tribe, CT
- Middletown Health Department, CT
- Coeur d'Alene Tribe, ID
- Idaho Department of Health and Welfare, ID
- South Central District Health Department, ID
- City of Evanston Health Department, IL
- Clay County Health Department, IL
- Coles County Health Department, IL
- Grundy County Health Department, IL
- Henry County Health Department, IL
- Jefferson County Health Department, IL
- Kendall County Health Department, IL
- Lee County Health Department, IL
- Madison County Health Department, IL

- Mercer County Health Department, IL
- Oak Park Health Department, IL
- Sangamon Department of Public Health, IL
- St. Clair County Health Department, IL
- Indiana State Department of Health, IN
- Andover Health Division, MA
- Beverly Health Department, MA
- City of Haverhill, MA
- City of Melrose, MA
- City of Newton, MA
- City of Springfield, Department of Health and Human Services, MA
- Framingham Health Department, MA
- North Andover Heath Department, MA
- Oxford Board of Health, MA
- Taunton Board of Health, MA
- Town of Ashland, MA
- Town of Dedham, MA
- Town of Eastham, MA
- Town of Harwich, MA
- Town of Lynnfield Board of Health, MA
- Town of Reading, MA
- Baltimore County Department of Health, MD
- Barry-Eaton Health District, MI
- LMAS District Health Department, MI
- Jackson County Environmental Health Services, MO
- Marion County Health Department, MO
- Perry County Health Department, MO
- Butte-Silverbow Department of Health, MT
- Pondera County Environmental Health, MT
- Appalachian District Health Department, NC
- Craven County Health Department, NC
- New Hanover County, NC
- Orange County Health Department, NC
- Richmond County Health Department, NC
- Wake County Environmental Services, NC
- Wilkes County Health, NC
- Central Valley Health District, ND
- North Dakota Department of Health and Human Services, ND
- City of Manchester Health Department, NH
- Bernalillo County Environment Department, NM
- Carson City Health and Human Services, NV
- Central Nevada Health District, NV

- Butler County General Health District, OH
- Lake County General Health District, OH
- Licking County Health Department, OH
- Paulding County General Health District, OH
- Pickaway County, OH
- Cherokee Nation- Office of Environmental Health, OK
- Oregon Department of Agriculture, OR
- Rhode Island Department of Health, RI
- City of Beaumont - Environmental Health Division, TX
- City of North Richland Hills, TX
- Fort Bend County Environmental Health Department, TX
- Live Oak County Health Department, TX
- Northeast Texas Public Health District, TX
- Orange County Health and Code Compliance, TX
- Central Virginia Health District, VA
- Chickahominy Health District, VA
- Crater Health District, VA
- Fairfax County Health Department, VA
- Vermont Department of Health - Food and Lodging Program, VT
- Asotin County Public Health, WA
- Chelan-Douglas Health District, WA
- Grant County Health District, WA
- Jefferson County, WA
- Thurston County Environmental Health, WA
- Brown County Public Health, WI
- City of De Pere, WI
- Clark County, WI
- Douglas County Department of Health and Human Services, WI
- Dunn County Health Department, WI
- St Croix County Public Health, WI
- Wisconsin Department of Agriculture, Trade and Consumer Protection, WI
- Boone County Health Dept, WV
- Braxton County Health Department, WV
- Cabell-Huntington County Health Department, WV
- Clay County Health Dept, WV
- Grafton-Taylor County Health Department, WV
- Jefferson County Health Dept, WV
- Kanawha-Charleston Health Department, WV
- Lewis County Health Dept, WV
- Marion County Health Dept, WV
- Marshall County Health Department, WV
- Mercer County Health Department, WV

- Monroe County Health Department, WV
- Putnam County Health Department, WV
- Randolph Elkins Health Department, WV
- West Virginia Department of Health and Human Resources, Office of Environmental Health Services, WV
- Casper-Natrona County Health Department, WY

Meeting One or More Standards During a Current Self-Assessment Cycle

- Arizona Department of Health Services, AZ
- Mohave County Health Department, AZ
- Navajo County Public Health Services, AZ
- Pima County Health Department, AZ
- Santa Cruz County Health Services, AZ
- Placer County Environmental Health Department, CA
- Yolo County Environmental Health, CA
- Alamosa County Public Health Dept./Envm. Health, CO
- Boulder County Public Health Department, CO
- Broomfield Public Health and Environment, CO
- Colorado Department of Public Health and Environment, CO
- Denver Department of Environmental Health/Public Health Inspection, CO
- Gunnison County Department of Health & Human Services, CO
- Pueblo Public Health and Environment, CO
- Weld County Department of Public Health and Environment, CO
- Chatham Health District, CT
- Hartford Health and Human Services Department, City of Hartford, CT
- Mashantucket Pequot Tribe, CT
- Florida Department of Business and Professional Regulation, FL
- Cobb & Douglas Public Health (District (3-1), GA
- GNR Public Health, GA
- Cerro Gordo County Department of Public Health, IA
- Johnson County Public Health, IA
- Idaho Department of Health and Welfare, ID
- Boone County Health Department, IL
- Jersey County Health Department, IL
- Kendall County Health Department, IL
- Madison County Health Department, IL
- Peoria City/County Health, IL
- St. Clair County Health Department, IL
- Tazewell County Health Department, IL
- Indiana State Department of Health, IN
- Kentucky Cabinet for Health and Family Services - Food Safety Branch, KY
- Louisville Metro Department of Public Health and Wellness, KY

- Andover Health Division, MA
- Burlington Board of Health, MA
- City of Haverhill, MA
- City of Springfield, Department of Health and Human Services, MA
- Lynn ISD Health, MA
- Needham Board of Health, MA
- North Andover Heath Department, MA
- Oxford Board of Health, MA
- Southborough Board of Health, MA
- Taunton Board of Health, MA
- Town of Eastham, MA
- Town of Harwich, MA
- Town of Lynnfield Board of Health, MA
- Town of Reading, MA
- Town of Webster, MA
- Town of Wellesley, MA
- Brown-Nicollet Environmental Health, MN
- City of Minneapolis Health Department, MN
- Minnesota Department of Agriculture, MN
- Clay County Public Health Center, MO
- Commonwealth Northern Mariana Islands (CNMI) Environmental Health Disease Prevention, MP
- Butte-Silverbow Department of Health, MT
- Lincoln County Health Department, MT
- Pondera County Environmental Health, MT
- Alamance County Environmental Health, NC
- Appalachian District Health Department, NC
- Craven County Health Department, NC
- Duplin County Health Department, NC
- Johnston County Health Department, NC
- Lee County Health Department, NC
- Orange County Health Department, NC
- Richmond County Health Department, NC
- Rockingham County Health Department, NC
- Union County Health Department, NC
- Wake County Environmental Services, NC
- North Dakota Department of Health and Human Services, ND
- Lincoln-Lancaster County Health Department, NE
- Nebraska Department of Agriculture, NE
- Southern Nevada Health District, NV
- Suffolk County Department of Health Services, NY
- Franklin County Public Health, OH

- Lake County General Health District, OH
- Cherokee Nation- Office of Environmental Health, OK
- Tulsa Health Department, OK
- Deschutes County Environmental Health, OR
- Oregon Department of Agriculture, OR
- Erie County Department of Health, PA
- Rhode Island Department of Health, RI
- South Carolina Department of Agriculture, SC
- Jackson/Madison County Regional Health Department, TN
- Amarillo Bi-City County Health District, TX
- City of Allen, TX
- City of Frisco, TX
- City of Lubbock Health Department, TX
- Jefferson County Environmental Control, TX
- Northeast Texas Public Health District, TX
- Orange County Health and Code Compliance, TX
- Town of Addison - Environmental Services Div, TX
- Crater Health District, VA
- Fairfax County Health Department, VA
- Rappahannock Rapidan Health District, VA
- Three Rivers Health District, VA
- Virginia Department of Agriculture and Consumer Services, VA
- Vermont Department of Health - Food and Lodging Program, VT
- Benton Franklin Health District, WA
- Defense Health Agency (DHA)-Public Health, JBLM, WA
- Island County, WA
- Yakima Health District, WA
- Lincoln County, WI
- Wisconsin Department of Agriculture, Trade and Consumer Protection, WI
- Boone County Health Dept, WV
- Braxton County Health Department, WV
- Cabell-Huntington County Health Department, WV
- Clay County Health Dept, WV
- Grafton-Taylor County Health Department, WV
- Jefferson County Health Dept, WV
- Kanawha-Charleston Health Department, WV
- Lewis County Health Dept, WV
- Marion County Health Dept, WV
- Marshall County Health Department, WV
- Mercer County Health Department, WV
- Monroe County Health Department, WV
- Randolph Elkins Health Department, WV

- Upshur-Buckhannon Health Dept, WV
- West Virginia Department of Health and Human Resources, Office of Environmental Health Services, WV

Meeting All Nine Standards During a Current Self-Assessment Cycle

- Clay County Public Health Center, MO
- Iowa Department of Inspections and Appeals
- Minnesota Department of Agriculture
- Richmond County Health Department, NC