

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, July 1, 2025

Page 1 of 2

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

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:30 am

- Call to Order
- Special Event Liquor Permit 4-2025; Adaptive Sports Center; 8/3/2025 from 4:00 pm to 11:30 pm
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:31 am

- Call to Order; Agenda Review
- Minutes Approval
 1. June 17, 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. Grant Agreement; Caring for Colorado Centennial Fund; Health and Human Services; 7/1/2025 to 12/31/2026; \$125,000
 2. Delinquent in Payment; Dos Rios, Antelope Hills, Somerset, and North Gunnison Divisions of the Gunnison County Sewer and Water District
 3. Grant Agreement; Changing Aging, Next50; Health and Human Services; \$20,000
 4. Contract Extension; 2021CMIP027; Gunnison County; 8/30/2025
 5. Acknowledgment; Option Letter #1; 2024*0031; Health and Human Services; 7/1/2025 to 6/20/2026; \$16,328
 6. Funding Agreement; Gunnison County Metropolitan Recreation District; Juvenile Services; 6/1/2025 to 4/31/2026; \$10,000
 7. Quote 1492375; Samsara; Public Works; 22 months; \$6,498.24
 8. Sales Agreement; Wagner Cat; Public Works; \$654,102.42
 9. Grant of Perpetual Easement for Underground Utilities; Town of Crested Butte, Colorado; \$10
 10. Grant Award; VAG26-15; Department of Military and Veterans' Affairs; Health and Human Services; 7/1/2025 to 6/30/2026; \$25,000
 11. Local Agency Request for FY26 Partnership Funding; Colorado WIC; Health and Human Services; \$33,692
 12. Development Improvement Agreement; Marble Airfield, LLC; Reclamation Permit No. 25-00006 and Floodplain Development Permit No. 25-0001; Attorney's Office
 13. Funding Agreement; Gunnison County Metropolitan Recreation District; Facilities; 6/1/2025 to 4/31/2026; \$25,000

8:35 am

- County Manager's Reports

8:40 am

- Subdivision Exemption & Boundary Line Adjustment; LUC-25-00006; O'Neal Revocable Living Trust
- **Unscheduled Public Comment:** Limit to 5 minutes per item. No formal action can be taken at this meeting.

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, July 1, 2025

Page 2 of 2

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

- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Adjourn

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

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://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: Special Event Liquor Permit 4-2025; Adaptive Sport

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Special Event Adaptive Sports Center

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 6/10/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/10/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/1/2025



THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

SPECIAL EVENT LIQUOR PERMIT 4-2025

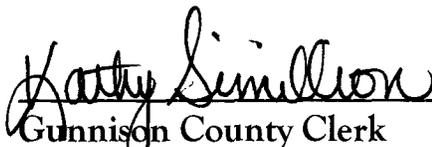
to sell/serve malt, vinous, and spirituous liquor for on-premises
consumption at Bill Lacy Arena, Crested Butte, Colorado.

ADAPTIVE SPORTS CENTER
24476 HIGHWAY 135
CRESTED BUTTE, COLORADO 81224

Fee \$100.00

Effective: 08.03.2025 from 4:00 p.m. to 11:30 p.m.

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

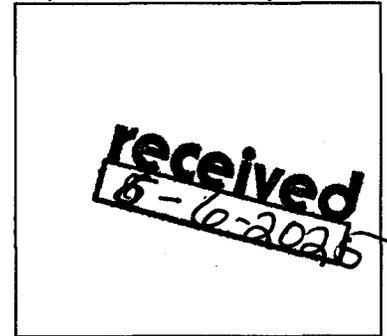

Gunnison County Clerk

Kathy Simillion

_____ Date

_____ Board of County Commissioners Date

Application for a Special Events Permit



Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- Social Athletic Philanthropic Institution
 Fraternal Chartered Branch, Lodge or Chapter Political Candidate
 Patriotic National Organization or Society Municipality Owned Arts Facilities
 Political Religious Institution Chamber of Commerce

LIAB Type of Special Event Applicant is Applying for:

- 2110 Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 Fermented Malt Beverage \$10.00 Per Day

Name of Applicant Organization or Political Candidate

State Sales Tax Number (Required)

Mailing Address of Organization or Political Candidate

City

State

ZIP Code

Address of Place to Have Special Event

City

State

ZIP Code

Authorized Representative of Qualifying Organization or Political Candidate

Date of Birth (MM/DD/YY)

Phone Number

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

City

State

ZIP Code

Event Manager

Michael Hans			
Date of Birth (MM/DD/YY)		Phone Number	
05/19/79		970-349-2296	
Event Manager Home Address			
PO Box 626			
City		State	ZIP Code
Crested Butte		CO	81224
Email Address of Event Manager			
michael@adaptivesports.org			

1. Is the place to have the Special Event located on State-owned property?

Yes No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

No Yes, How many days?

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

No Yes, License Number

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

Yes No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

Yes No

6. For Chambers of Commerce - Please list all members participating in the SEP.

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date

August 3, 2025

From:

4:00pm

To:

11:30pm

Date

From:

To:

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title

Executive Director

Signature

Christopher K. Brady

Date (MM/DD/YY)

02/03/2025

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

Therefore, this Application is Approved.

Local Licensing Authority (City or County)

Gunnison County

City County

Telephone Number of City/County Clerk

970-641-7641

Title

County Clerk

Signature

Kathy Simeltos

Date (MM/DD/YY)

6-30-2025

Do Not Write in this Space - For Department of Revenue Use Only

Liability Information

License Account Number

Liability Date

State

-750 (999) \$

Total

.00

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- Appropriate fee.
 - Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
 - Copy of deed, lease, or written permission of owner for use of the premises.
 - Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
 - If not incorporated, a NONPROFIT charter; or
 - If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.
-
- Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
 - Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
 - State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
 - Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

ADAPTIVE SPORTS CENTER OF CRESTED BUTTE, INC.

is a

Nonprofit Corporation

formed or registered on 12/28/1995 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19951159505 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/28/2025 that have been posted, and by documents delivered to this office electronically through 01/29/2025 @ 12:45:32 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/29/2025 @ 12:45:32 in accordance with applicable law. This certificate is assigned Confirmation Number 16948111 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

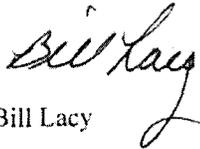
January 7, 2025

Adaptive Sports Center
Attn: Christopher Hensley
PO Box 1639
Crested Butte, CO 81224

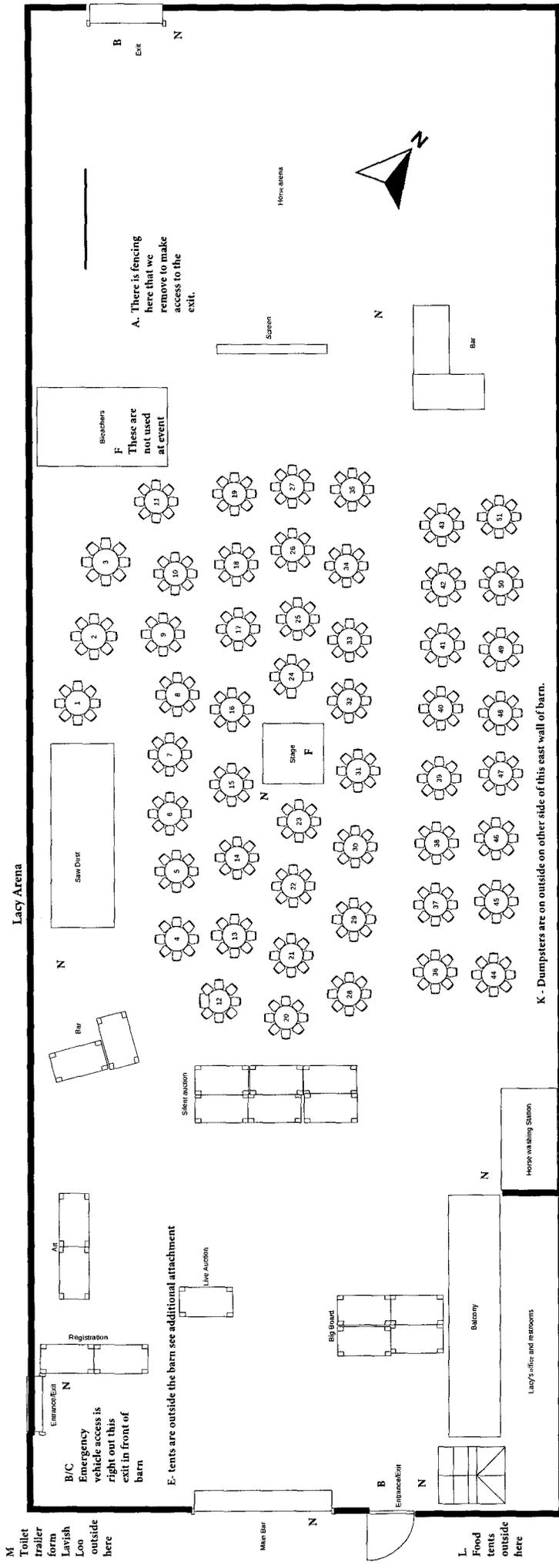
Dear Chris,

I, Bill Lacy, grant permission to the Adaptive Sports Center to use the Lacy Barn for the 2025 Crested Butte Open, which will take place Sunday, August 3rd, 2025.

Sincerely,

A handwritten signature in cursive script that reads "Bill Lacy". The signature is written in dark ink and is positioned above the printed name.

Bill Lacy



M Toilet trailer form Lavish Loo outside here

L. Food tents outside here

E- tents are outside the barn see additional attachment

K - Dumpsters are on outside on other side of this east wall of barn.

F. Bleachers These are not used at event

F. Staps

A. There is fencing here that we remove to make access to the exit.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: DRAFT BOCC Minutes; 6/17/2025

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

DRAFT BOCC Minutes; 6/17/2025

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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/26/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 7/1/2025

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
June 17, 2025**

The June 17, 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 (ABSENT)
Jonathan Houck, Commissioner
Matthew Hoyt, County Attorney

Matthew Birnie, County Manager
Holly Perry, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

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

SPECIAL EVENT LIQUOR PERMIT 3-2025; GUNNISON RIVER FESTIVAL; 6/21/2025 FROM 10:00 AM TO 4:00 PM:

Moved by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve the Special Event Liquor License 3-2025 as presented today. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:32 am.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 8:32 am.

RESOLUTION; AMENDING THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT BUDGET FOR FISCAL YEAR 2025 AND AMENDING THE APPROPRIATION RESOLUTION:

Commissioner Puckett Daniels relayed this is for the Early Childhood Education grants for supporting the workforce and the early childhood centers in general. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels that in reference to the Gunnison River Valley Local Marketing District to approve and adopt Resolution 2025-2, the one amending the LMD budget for fiscal year 2025 and amending the appropriation resolution as presented this morning. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison River Valley Local Marketing District at 8:33 am.

GUNNISON COUNTY HOUSING AUTHORITY MEETING:

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

WEATHERIZATION FUNDING AGREEMENT BETWEEN ENERGY OUTREACH COLORADO EFFICIENCY LLC, VENDORS, AND PROPERTY OWNERS; GUNNISON WINDOWS & MUELLER CONSTRUCTION; FACILITIES; 6/6/2025 TO 6/12/2026; \$132,537.60:

CM Birnie explained this is for windows at Mountain View Apartments. Commissioner Puckett Daniels appreciated the improvement of living conditions and the efficiency of the building. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels for approval and authorization of the weatherization funding agreement between Energy Outreach Colorado vendors and property owners as presented this morning. The motion was amended to include and to authorize the signature of the Chair or the County Manager specific to the contract as the Executive Secretary of the Gunnison County Housing Authority. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison County Housing Authority at 8:34 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

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

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

MINUTES APPROVAL: Commissioner Smith's written comments were read into the record. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve the minutes of both May 20th and June 3rd as presented with the clarifications provided by Commissioner Smith in writing. Motion carried unanimously.

1. May 20, 2025 Regular Meeting
2. June 3, 2025 Regular Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

1. Federal Fiscal Year End Funding Agreement; 24-HTS-ZL-00208; Colorado Department of Transportation; 10/1/2023 to 9/30/2024; \$125,272.50
2. 2021CMIP027 Contract Extension; Health and Human Services; 8/30/2025
3. Funding Request; Energy Outreach Colorado 2025-2026 Bill Payment Assistance Funding Request; Health and Human Services; \$12,900
4. Gunnison/Hinsdale Combined Emergency Telephone Service Authority (GHCETSA); Gunnison County Representative change
5. Acknowledgment of County Manager's Signature; MTCE Noxious Weed Contract; Colorado Department of Transportation; Public Works; 7/1/2025 to 6/30/2030; \$148,500
6. Subcontractor Agreement; Gunnison Valley Health; Sheriff's Office; 1/7/2025 to 6/30/2025; \$159,565
7. Lease Agreement; Bishop of Pueblo; Clerk & Recorder; 11/3/2025 to 11/4/2025; \$1,300
8. Letter of Support; Mountain Express' (MX) Federal Transit Administration (FTA) Section 5339(b) Funding Application
9. State of Colorado Intergovernmental Agreement; Colorado Department of Early Childhood; CT QAAA 2026-TBD; 7/1/2025 to 6/30/2026; \$69,000
10. Restrictive Covenant; LUC-23-00009; Ridgeline Vantage; Weber
11. Restrictive Covenant; LUC-24-00010; Ridgeline Vantage; Horowitz
12. Ratification; Gunnison County Communications Director Employment Agreement; P. Schmitz; 7/14/2025; \$130,439.14
13. Ratification; Gunnison County Chief Financial Officer Employment Agreement; M. LaMonica; 6/9/2025; \$183,812.02
14. Third Amendment to Professional Services Agreement; CBS Accounting, LLC; 10/30/2024 to 4/30/2026; \$24,000
15. Resolution; Amending the Gunnison County Budget for Fiscal Year 2025 and Amending the Appropriation Resolution
16. Delinquent in Payment; Dos Rios, Antelope Hills, Somerset, and North Gunnison Divisions of the Gunnison County Sewer and Water District

COUNTY MANAGER'S REPORTS:

1. Whetstone – CM Birnie noted there is a lot of construction underway and that Moss is ahead of schedule in every element. They did run into clay that was not evident in the soil report which resulted in exported material and a large use of the contingency.

PROCLAMATION; SCOTT MORRILL DAY:

Commissioner Puckett Daniels read the Proclamation of Scott Morrill Day and further congratulated Emergency Manager Scott Morrill on his work. EM Morrill thanked the Commissioners for the proclamation and explained his accomplishments were made possible due to the leadership of the County, partners, and management community.

SETTING OF PROCESSING FEE UNDER COLORADO SPECIAL DISTRICT ACT:

CA Hoyt explained that there is an application from the Somerset Waterworks District to amend their service plan in which there will be a public hearing regarding the merits. To properly apply, they must submit their application to the County Clerk with a processing fee. CA Hoyt stated that research has shown that a fee has not been set previously. Statute states a maximum fee of \$250 for an amendment and \$500 for a new application. CA Hoyt recommends the maximum of each to cover the costs. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to set the process fee referencing the Colorado Special District Act for \$250 for an amended service plan application and \$500 for a new service plan application moving forward. Motion carried unanimously.

COUNTY FOREST PAYMENT ALLOCATION:

CM Birnie recommended that they allocate all of the County Forest Payment money or the Secure Rural Schools (SRS) funds to go to the school district. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to continue with allocating all of the County Forest Payment allocation or SRS funds to the school district, as we have historically done, and then retain (payments in lieu of taxes) PILT for the County's needs. Motion carried unanimously.

COUNTY APPLICATION FOR SEMIANNUAL PAYMENT; COLORADO DIVISION OF VETERAN AFFAIRS; STATE FISCAL YEAR 2024-2025 DESIGNATION:

CM Birnie explained that there was no formal delegation and he would suggest a formal delegation of their authority as outlined in the documents to include a delegation to Assistant County Manager for Health, Human and Safety Services Joni Reynolds to approve the time submission since she is Veterans Service Officer Steve Otero's supervisor and also to Chief Finance Officer (CFO) Melissa LaMonica for the financial reimbursement request signatory authority. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to formally delegate authority to Melissa LaMonica, County CFO for reimbursement signature authority for (Veteran Service Officer) VSO payments from the State. Motion carried unanimously. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to formally delegate a signatory authority to Joni Reynolds for approval of hours worked by the County VSO and for the submittal to the State by her. Motion carried unanimously.

PORT-A-POTTY FUNDING REQUEST; DANIEL'S HILL; \$1,725:

Commissioner Puckett Daniels relayed that she received an email from Amber McMahon, who is on the Town of Marble Town Council. She explained the County has worked with the U.S. Forest Service to put parking in place at the bottom Daniel's Hill, but this request is for funding assistance for port-a-potties due to concerns of waste at the trailhead. Commissioner Puckett Daniels's request is to commit up to \$1,725 dependent on the amount of local funding provided. Commissioner Houck agreed.

CM Birnie conveyed that Lead King Loop did collapse ten days ago, and the U.S. Forest Service only has one maintenance person for the White River National Park, so the County sent out two people and equipment to help repair the road to reopen. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to approve funding for up to \$1,725 from the County Commissioner's discretionary funds to support the port-a-potty at the base of Daniel's Hill. Motion carried unanimously.

CONDOMINIUM REPLAT; LUC-25-00015; KJM CONDOS: Planner Rachael Blondy was present for discussion.

Planner Blondy noted the building has been constructed and this is to condominiumize the existing building to make it possible to sell off different sections of the building so businesses can use the space. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve the condominium replat for LUC-25-00015, KJM Condos and authorize the Chair's signature on the plat. Motion carried unanimously.

IMPACT FEE DISCUSSION

Commissioner Puckett Daniels relayed there have been discussions at the Gunnison Valley Regional Transportation Authority (RTA) regarding impact fees for capital improvements for transit infrastructure. She discussed the stipulations with initiating a fee and stated that she is not convinced that an impact fee is the correct path and is more concerned with funding the \$38M road and bridge deficit before doing another fee for another organization. Commissioner Puckett Daniels asked for the Board of County Commissioners' viewpoint before the next RTA meeting on Friday.

Commissioner Houck noted that the RTA has a dedicated revenue stream which is attached to sales tax, but also questioned if they are able to charge an impact fee at the County and give it to someone else. CA Hoyt noted he has reached out to the attorney of the RTA but has not heard a response back to his questions. CM Birnie recommended the Commissioners step away from legal issues and decide fundamentally from a policy perspective if they were interested. Commissioner Puckett Daniels read Commissioner Smith's written comments into the record. Commissioner Puckett Daniels then echoed her comments and would like to focus on solving the road and bridge funding while exploring other ways the revenue can be generated for RTA. Commissioner Houck recommended that the RTA use the funding method that they already have and explain to the community their need.

VOUCHERS AND TRANSFERS APPROVAL: The Commissioners discussed the voucher approval report dated May 20, 2025 and the cash transfer authorization dated May 2025. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve the vouchers in the amount of \$9,661,030.65. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve the cash transfer in the amount of \$9,589,067.05. Motion carried unanimously.

TREASURER'S MONTHLY REPORT: County Treasurer Debbie Dunbar presented the May 2025 Treasurer's report, and investment report for discussion and acceptance. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to accept the Treasurer's Report as presented this morning and authorize the Chair's signature on the acceptance of this report. Motion carried unanimously.

BUILDING PERMIT FEE DISCUSSION; FOLLOW-UP FROM PUBLIC HEARING: Environmental Health Official Crystal Lambert and Assistant County Manager for Community and Economic Development Cathie Pagano were present for discussion.

1. A Resolution Amending the 2021 Editions of the International Building Code and International Residential Code
2. A Resolution Establishing a Schedule of Building Permit Fees

Commissioner Puckett Daniels relayed to Commissioner Houck what occurred while he was absent. CA Hoyt clarified that the Commissioners did close the public hearing and accepted written comments, but no more oral comments can be taken unless they vote to reopen the public hearing. It was decided that it was not necessary to reopen the public hearing.

Commissioner Houck noted he keeps seeing more comments where community members have projects come up, they lump all the fees together and put them on the County. He wanted to be clear that he will be discussing the County's fee specifically. He emphasized they are not out to grab money, but to have fees that appropriately reflect the amount of time spent so that taxpayers are not subsidizing the larger and more expensive houses being built. Commissioner Houck is supportive of where the County is going.

Commissioner Puckett Daniels echoed Commissioner Houck statements by explaining that if fees don't cover the cost of the work, random homeowners are paying for that project through the general fund rather than the applicant. Right now, the system is more expensive for modest homes than it is for the higher-end homes and Commissioner Puckett Daniels would like to see the actual cost go to the person making the cost happen, not the taxpayer. She then emphasized the proposals before them today allow people building modest homes to see a reduction and expensive homes to have a proportionate percentage that is fair and equal to what people in modest homes are paying and is more advantageous to the regular person.

Commissioner Puckett Daniels relayed even though staff originally proposed a 1% fee she is pleased to see the new staff recommendation of 0.9% which also drops to 0.7% if they use the County Mobile Home Plans. Commissioner Puckett Daniels commented that Commissioner Smith's written comment also supported the 0.9% recommendation. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve Resolution 2025-23, a Resolution Amending the 2021 Editions of the International Building Code and International Residential Code as presented this morning and authorize the signature of the full Board on the Resolution. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve Resolution 2025-24, a Resolution Establishing a Schedule of Building Fee Permits as presented and I will note that it is reflective of the 0.9% flat fee, which is an adjustment from where this conversation originally started and authorize the signature of the full Board on the resolution. Motion carried unanimously.

BREAK: The meeting recessed from 9:53 until 10:03 am.

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

COMMISSIONER ITEMS:

Commissioner Houck:

1. Drought Contingency Plan – Commissioner Houck relayed that the Upper Gunnison River Water Conservancy District has been the lead on the resiliency planning. He and Emergency Manager Scott Morrill participated, and they discussed how they were to plan for a future that is drier and hotter with less water, while maintaining what is needed. He stated he would send a link with the presentation to Commissioner Puckett Daniels and Commissioner Smith.
2. Tripartite Board – Commissioner Houck attended the biannual meeting last week to discuss the community block grants that they oversee. They are looking to try to find a long-term balance to respond to short-term emergency needs with the potential of more people needing it.
3. U.S. Forest Service – Commissioner Houck has a meeting with them to discuss projects as well as other agencies to see where they are at.
4. Gunnison County Stockgrowers' Association – Commissioner Houck will meet with them regarding wolf issues and how to get resources on the ground ahead of time.
5. Congressman Jeff Hurd – Commissioner Houck has a call into the Congressman's office regarding the Gunnison Outdoor Resource Protection (GORP) Act as well with Senator Bennet's office.
6. Stockgrowers Banquet – Both Commissioner Houck and Commissioner Puckett Daniels attended and they were able to celebrate the ranch community.
7. John Whitney – Commissioner Houck relayed that John Whitney is retiring from Senator Bennet's office.
8. Whetstone – Commissioner Houck attended a site visit with CM Birnie.
9. Sawtooth – Commissioner Houck went by Sawtooth and appreciated the work done with parking.

Commissioner Puckett Daniels:

1. Jodi Payne – Commissioner Puckett Daniels met with Jodi Payne with the Food Pantry last week regarding food security.
2. Sustainable Tourism and Outdoor Recreation Committee (STOR) – Commissioner Puckett Daniels mentioned that STOR contracting for vault toilets was delayed. She asked if Commissioner Houck can reach out to see where the U.S. Forest Service is at with that. She also asked if the forests would close early due to short staffing and mitigation issues.

3. Lincoln Vibrant Communities Land and Water Policy Fellowship Program – Commissioner Puckett Daniels attended in kickoff in Chicago and believes it will be valuable networking to bring resources into the community.
4. Gunnison County Republicans – Commissioner Puckett Daniels met with the Gunnison County Republicans to discuss road and bridge funding.
5. Crested Butte South Metropolitan District – Commissioner Puckett Daniels stated they are working on the Intergovernmental Agreement (IGA) renewal and getting some clarity on what to include.
6. Goal Alignment for Western Colorado University and Tourism and Prosperity Partnership – Commissioner Puckett Daniels met with Western Colorado University President Brad Baca and Executive Director for Tourism and Prosperity Partnership Board Andrew Sandstrom to align their goals.
7. Gunnison County Softball Game – Commissioner Puckett Daniels attended and commended the players and the staff.
8. Hwy 50 and Hwy 135 Roadkill – Commissioner Puckett Daniels attended a working group meeting last week with representatives from the U.S. Forest Service, Colorado Parks and Wildlife, National Park Service, and Backcountry Hunters and Anglers to plan on next steps in getting some wildlife crossing infrastructure on our highways.
9. QQ Meeting – Commissioner Puckett Daniels will be attending next week.
10. Irwin Community Association – Commissioner Puckett Daniels and Assistant County Manager for Public Works Martin Schmidt are planning to attend a meeting.
11. Gunnison Valley Regional Housing Authority (GVRHA) – Commissioner Puckett Daniels relayed they had a meeting last week and commented that due to Executive Director Melissa LaMonica moving into the Chief Financial Officer (CFO) position for Gunnison County, they were discussing what they need to do next. The Board decided to recommend the County to assume the work of the GVRHA. CM Birnie relayed they are obligated through 2025 through the IGA and there is a 90-day notice to terminate membership so attempting to eliminate the GVRHA before then isn't necessary. CM Birnie also stated the County will not take over everyone's funding and they would need to hire through an open public process which will depend on a financial analysis as well as what the other jurisdictions want. He then recommended that the County give notice of their intent not to renew and to analyze staffing, programs, and finances. Commissioner Houck thinks this is a reset that could be meaningful and a reconfiguring of work that needs to be done. CA Hoyt recommended the GVRHA keep their attorney during the process.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 10:52 am.

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

(See separate agenda)

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING: Assistant County Manager for Health, Human and Safety Services Joni Reynolds, Deputy Health and Human Services Director Brad Wheaton, and County Medical Officer Dr. Tarr were present for discussion.

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 11:27 am.

BOARD OF HEALTH MEMBER COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) TRAINING:

Commissioner Puckett Daniels relayed that getting through the training was a challenge and disincentivizing with hours of video to watch. ACM Reynolds stated she participated in the live training, which seemed to work much better. Commissioner Puckett Daniels recommended potentially doing a live training next year. ACM Reynolds went through the training slides and answered any questions raised.

ACM Reynolds then announced that they are moving forward in their immunization services to provide travel vaccines in the travel clinic such as the typhoid and yellow fever vaccinations. Dr. Tarr believes this will be a significant addition for the community.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison County Board of Health at 11:50 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 RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION NO. 2025-2**

**A RESOLUTION AMENDING THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
BUDGET FOR FISCAL YEAR 2025 AND AMENDING THE APPROPRIATION RESOLUTION.**

WHEREAS, at the time of the adoption of the budget for the Gunnison River valley Local Marketing District for fiscal year 2025 certain expenditures were not anticipated; and

WHEREAS, revenues can now be identified for such expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison River Valley Local Marketing District, that a supplemental budget and appropriation resolution be adopted in the following respects:

- 1. Local Marketing District Fund. The expenditures are increased in the amount of \$59,852 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 River Valley Local Marketing District, 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. 2024-1 and 2024-2 respectively - for the Gunnison County Local Marketing District for the fiscal year beginning January 1, 2025 and ending December 31, 2025; 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 Houck, seconded by Commissioner Puckett Daniels, and adopted this 17th day of June 2025.

GUNNISON RIVER VALLEY
LOCAL MARKETING DISTRICT

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

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2025-22**

**A RESOLUTION AMENDING THE GUNNISON COUNTY BUDGET FOR FISCAL YEAR 2025 AND
AMENDING THE APPROPRIATION RESOLUTION.**

WHEREAS, at the time of the adoption of the budget for Gunnison County for fiscal year 2025 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 County Commissioners of Gunnison County, Colorado, that a supplemental budget and appropriation resolution be adopted in the following respects:

1. General Fund. The revenues are increased in the amount of \$59,852 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of \$59,852 as detailed by account numbers 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 County, 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. 2024-45 and 2024-49 respectively - for Gunnison County for the fiscal year beginning January 1, 2025 and ending December 31, 2025; 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 Puckett Daniels, seconded by Commissioner Houck, and adopted this 17th day of June 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 25-23**

**A RESOLUTION AMENDING THE 2021 EDITIONS OF THE INTERNATIONAL BUILDING CODE
AND INTERNATIONAL RESIDENTIAL CODE**

WHEREAS, pursuant to C.R.S. § 30-28-201, et. seq., the Board of County Commissioners of the County of Gunnison, Colorado (herein the "Board") adopted the 2021 editions of the "International Building Code," the "International Residential Code," the "International Mechanical Code," and the "International Fuel Gas Code," the "International Energy Conservation Code," the "International Existing Building Code," and the "Colorado Model Electric Ready and Solar Ready Code" and the amendments to those codes, and the amendments to the 2021 edition of the "International Wildland- Urban Interface Code" in Resolution No. 23-22 recorded in the office of the Gunnison County Clerk and Recorder which identified Section 109.2 Schedule of permit fees of the International Building Code and Section R108.2 Schedule of permit fees of the International Residential Code as "Appendix AL Permit Fee of the International Residential Code, 2021 edition" and which included the addition of Section 109.2.1 Plan review fees of the International Building Code and Section R108.4.1 Plan review fees of the International Residential Code and Section R108.4.2 Application fee of the International Residential Code; and

WHEREAS, pursuant to C.R.S. § 30-28-204, the Board is authorized to alter and amend by resolution any county building code after public hearing, notice of which shall be given by at least one publication in a newspaper of general circulation in Gunnison County at least fourteen days prior to said hearing; and

WHEREAS, pursuant to C.R.S. § 30-28-204, on May 20, 2025 the Board conducted a public hearing regarding the changes to the fees that are the subject of this Resolution; and

WHEREAS, the unamended published text of Section 109.2 Schedule of permit fees of the International Building Code is "Where a permit is required, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority"; and

WHEREAS, the unamended published text of Section 108.2 Schedule of permit fees of the International Residential Code is "On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority"; and

WHEREAS, the Board wishes to establish a schedule of permit fees in accordance with the International Building Code and the International Residential Code that can be adjusted from time to time to cover the cost of the development review and inspection program and that is also easily accessible to the citizens of Gunnison County.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the following amendments to the building codes are hereby adopted for the unincorporated area of Gunnison County effective immediately:

1. Section 109.2 Schedule of permit fees of the 2021 edition of the International Building Code is replaced with the following: On buildings, structures, or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the Board of County Commissioners in a separate adopting Resolution. For building permit, plan review, and other fees, please refer to the Gunnison County Community & Economic Development Department publication, "Gunnison County Building Permit Fees";

- 2. Section 109.2.1 Plan review fees of the 2021 edition of the International Building Code shall be deleted;
- 3. Section R108.2 Schedule of permit fees of the 2021 edition of the International Residential Code is replaced with the following: On buildings, structures, or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the Board of County Commissioners in a separate adopting Resolution. For building permit, plan review, and other fees, please refer to the Gunnison County Community & Economic Development Department publication, "Gunnison County Building Permit Fees.";
- 4. Section R108.4.1 Plan review fees of the 2021 edition of the International Residential Code is deleted;.

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 17th day of June 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 25-24**

A RESOLUTION ESTABLISHING A SCHEDULE OF BUILDING PERMIT FEES

WHEREAS, pursuant to the *International Building Code* and the *International Residential Code* the Board is authorized to set and amend the Community Development Department’s fees for building permits; and

WHEREAS, Community Development staff has provided the Board of County Commissioners an analysis of the current fee schedule, Appendix AL, that identified a regressive fee percentage per increased project valuation and recommended the establishment of a flat percentage of the total project valuation to ensure that building permit fees are equitable for all project valuation amounts and cover the cost of application review and building inspections and recommended an increase of application deposits collected at the time of submittal in memos dated March 14, 2025 and May 22, 2025, both titled "Building Permit Fees"; and

WHEREAS, Community Development staff experiences an increase in demand for review and inspection resources for larger valuation projects that is not recovered by use of the Appendix AL Permit Fee schedule; and

WHEREAS, the Board wishes to establish a schedule of permit fees in accordance with the *International Building Code* and the *International Residential Code* that can be adjusted from time to time to cover the cost of the development review and inspection program and that is clear and accessible to the citizens of Gunnison County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the Community Development Department Building Permit Fee Schedule is hereby adopted and attached as Exhibit A hereto.

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 Houck, seconded by Commissioner Puckett Daniels, and adopted this 17th day of June 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 6/27/2025 thru 7/31/2025

Board of County Commissioners

1. [BOCC Regular Meeting](#)
July 1, 2025, All Day @ BOCC Boardroom
2. [Joint Work Session: BOCC x PC x City of Gunnison](#)
July 1, 2025, 3:00 PM - 5:00 PM @ Planning Commission Meeting Room
Joint Work Session - Gunnison Area Plan
3. [BOCC Work Session](#)
July 8, 2025, All Day @ BOCC Boardroom
4. [BOCC Regular Meeting](#)
July 15, 2025, All Day @ BOCC Boardroom
5. [Board of Adjustment and Joint Public Hearing - Planning Commission Meeting](#)
July 17, 2025, 8:45 AM - 12:00 PM @ Planning Commission Meeting Room
Board of Adjustment and Joint Public Hearing - Planning Commission Meeting - Agenda and Packet materials to be added
6. [BOCC Work Session](#)
July 22, 2025, All Day @ BOCC Boardroom
7. [BOCC Town Hall - Pitkin](#)
July 22, 2025, 6:00 PM - 7:30 PM @ Newcomb Community Center

Gunnison County Organization

1. [Holiday - Independence Day - Offices Closed](#)
July 4, 2025, All Day

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement; Caring for Colorado Centennial Fu

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is the contract for the Caring For Colorado ReproCollab Grant (125k for 18 mo). Will Send DocuSign once approved

Fiscal Impact:

Submitted by: Shonna Gray

Submitter's Email Address: sgray@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\LHalligan

Discharge Date: 6/23/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/23/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/23/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/26/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/1/2025

This Grant Agreement dated July 1, 2025 (this “Agreement”) is between Caring for Colorado Centennial Fund, a Colorado nonprofit corporation (the “Grantor”), and Gunnison County Health and Human Services (the “Grantee”).

Preamble

Grantor is pleased to award the following grant (the “Grant”) to Grantee for the purposes described in Part 1 and Part 2 of the Grant Application submitted by Grantee in connection with the Grant (the “Application”).

Grant Number: R-15143-25	Grant Amount: \$125,000.00
Grant Purpose: Project/Program Gunnison County HHS Family Planning Clinic (the "Project")	Grant Period: 18 months Beginning: July 1, 2025 Ending: December 31, 2026
Final Report	January 31, 2027

Agreement

By signing this Agreement, the parties agree to the following terms and conditions of the Grant:

1. Purpose of Grant

Grantor is awarding the Grant for the general purpose achieving improvements in the health of Colorado residents, and for the more specific purpose of providing support for the Project described in Grantee’s Application. Grantor must approve in writing any change to the Grant purposes, or material change to the Project budget that accompanied the Application.

A material change means any increase or decrease, individually or in the aggregate, to an individual line item within the budget of 20% or more. Grantee may request such changes from its Philanthropy Lead via Grantor’s [Online Grant Portal](#).

Grantee must promptly repay, upon Grantor’s request, any Grant funds determined by Grantor to have not been expended for the Grant purposes or in violation of this Agreement.

2. Grant Period:

Grantee must expend the Grant funds for the Grant purposes by the end of the Grant Period identified in the preamble (the “Grant Period”). Grantor must approve in writing any extension to the Grant Period, which Grantee may request from its Philanthropy Lead via Grantor’s [Online Grant Portal](#). Grantor may require Grantee to promptly repay to Grantor, upon Grantor’s request, any Grant funds that remain unexpended at the end of the Grant Period (subject to any pre-approved extension).

3. Disbursement of Grant

Grantor will disburse the Grant in one lump sum on or about July 1, 2025 so long as Grantee has returned a signed copy of this Agreement to Grantor, Grantee has satisfied all funding conditions of the Grant set

forth in Section 4, and Grantee is in compliance with the terms and conditions of this Agreement at the time of payment.

4. Grant Restrictions:

A. Use of Grant Funds:

Grantee shall use the Grant funds only for charitable, educational, or scientific purposes within the meaning of Internal Revenue Code (“I.R.C.”) § 170(c)(2)(B) and exclusively for public purposes within the meaning of Internal Revenue Code (“I.R.C.”) § 170(c)(1). No part of the Grant funds may be used to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office (within the meaning of I.R.C. § 501(c)(3)). Further, the Grant is not earmarked to support or engage in any lobbying activity (within the meaning of I.R.C. § 501(c)(3)).

B. Compliance with General Laws:

Grantee shall ensure that all programs, projects, and operations funded in whole or in part by the Grant are conducted in full compliance with all applicable federal, state, and local laws, regulations, and ordinances.

C. Compliance with Anti-Terrorism Laws:

Grantee acknowledges that it is familiar with all applicable U.S. anti-terrorist financing and anti-money laundering laws, including the USA Patriot Act of 2001, Executive Order 13224, and the sanctions programs administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC). Grantee shall expend all Grant funds in compliance with these laws. Grantee shall not use the Grant funds, in whole or in part, either directly or indirectly, to benefit any person or organization that is known to support or have ties to terrorism.

5. Grant Reporting and Oversight:

A. Reporting:

Grantee will provide to Grantor reports summarizing the results of the Grant, as listed in and by the due dates specified in the preamble and/or Grantee’s section of the [Online Grant Portal](#). Each report must include: a description of how the Grant funds were spent; a summary of Grantee’s progress made towards accomplishing the purposes of the Grant; confirmation of Grantee’s compliance with the terms of this Agreement; and such other information as Grantor may reasonably request or may be designated on Grantee’s section of the [Online Grant Portal](#).

Reports must be submitted via the [Online Grant Portal](#), Grantor will endeavor to send Grantee an email reminder approximately one month before each report is due; however, failure to provide such reminder will not relieve Grantee of its reporting obligations.

In addition to the scheduled reports, to assist Grantor in overseeing the Grant, Grantee agrees to provide any other information reasonably requested by Grantor regarding the Grant or the programs, projects, or operations funded by the Grant. If Grantee obtains any audited financial statements covering any portion of the Grant Period, Grantee shall promptly provide copies to Grantor.

B. Evaluation:

Grantor may, at its own expense, monitor and evaluate the projects, programs, and operations funded by the Grant. This may include site visits by Grantor representatives to observe such activities and discussions with Grantee’s personnel. Grantor may also, at its own expense, invest in an independent evaluation of the projects, programs, and operations funded by the Grant. In connection with such evaluations, Grantee may be required to provide organizational, programmatic, and financial data related to the Grant. Grantor will share the results of any such evaluations with Grantee.

C. Books and Records:

Grantee must keep records of the funds received and expenses incurred under the Grant for at least four years after the Grant funds have been fully spent. Grantor may, at its own expense and on reasonable notice, audit Grantee's books and records as they relate to the Grant.

6. Special Provisions:

Grantee accepts and agrees to comply with the special provisions of this Agreement as set forth on the Addendum, which constitutes a part of this Agreement.

7. Additional Covenants:

A. Non-Discrimination:

Grantee and Grantor shall abide by all applicable local, state, and federal anti-discrimination laws in hiring, employment practices, and when providing services.

B. Research Involving Human Subjects:

If the Grant will be used in whole or in part to support research involving human subjects, Grantee certifies that Grantee, applying the ethical standards and the criteria for approval of grants set forth in its Internal Review Boards and professional oaths, has determined that such human subjects will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.

C. HIPAA Compliance:

If Grantee is a "Covered Entity" as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, Grantee shall comply with all applicable privacy, security, and breach notification requirements under HIPAA with respect to any "Protected Health Information" (as defined by HIPAA) created, received, maintained, or transmitted in connection with this Grant. Grantee shall also implement and maintain appropriate administrative, physical, and technical safeguards to protect the privacy and security of such information.

8. Representations and Warranties:

Grantee represents and warrants, as of the Effective Date and throughout the Grant Period, as follows:

- a. Grantee is a governmental unit as defined in I.R.C. § 170(c)(1);
- b. There is no issue, audit, or investigation presently before any office of the Internal Revenue Service ("IRS") or any other governmental authority that would affect Grantee's status as a governmental under I.R.C. § 170(c)(1);
- c. The information and representations submitted by Grantee to Grantor in the Application and any other written or electronic communication describing the terms of the Grant were true and complete when made and continue to be true and complete.

9. Required Notifications:

Grantee shall immediately notify its Philanthropy Lead via Grantor's [Online Grant Portal](#) Grantor if:

- a. Grantee becomes aware of any change in, or any issue, audit, or investigation relating to its status as a governmental unit under I.R.C. § 170(c)(1); or
- b. Grantee has any reason to believe it is no longer able to expend the Grant funds as contemplated by this Agreement and the Application, or otherwise achieve the purposes of the Grant;
- c. Grantee becomes aware that any representations or warranties made in this Agreement, the Application, or any other written or electronic communication describing the terms of the Grant were incorrect when made; and
- d. Grantee becomes aware of any breach of this Agreement.

10. Revocation or Suspension of Grant Payments:

Grantor reserves the right to immediately discontinue, modify, or withhold any Grant payments, or to require a total or partial refund of any Grant payments made, if:

- a. Any material representation or warranty made by Grantee in this Agreement, the Application, or any other written or electronic communication related to the terms of the Grant was incorrect when made;
- b. Grantee has not fully complied with the terms and conditions of this Agreement;
- c. Grantor determines, in its sole judgment, such action is necessary or prudent protect the purpose and objectives of the Grant, this Agreement, or any other charitable interest of Grantor; or
- d. Grantor determines, in its sole judgment, such action is necessary or prudent to comply with the requirements of any law or regulation applicable to Grantee, Grantor, or this Grant.

11. Termination of Agreement:

This Agreement, and Grantor's obligations hereunder, will automatically terminate in the event of Grantee's insolvency, receivership, bankruptcy filing, or dissolution.

In addition to Grantor's right discontinue, modify, or withhold any Grant payments under Subsection 8, Grantor may terminate this Agreement at any time by giving Grantor at least 30 days of written notice. Similarly, Grantee may terminate this Agreement at any time Grantee at least 30 days of written notice.

Upon termination of this Agreement by either party for any reason, all payments by Grantor to Grantee will cease at such time as may be determined by Grantor. Upon termination of this Agreement by Grantee, Grantor may require a total or partial refund of any Grant payments made to Grantee.

12. Effect of Expiration or Termination:

Revocation or suspension of grant payments, or expiration or termination of this Agreement, will not terminate Grantee's obligations under this Agreement with respect to Grant funds expended or otherwise not returned to Grantor.

Notwithstanding anything in this Agreement to the contrary, the provisions of this Agreement requiring continued performance, compliance, or effect after expiration or termination of this Agreement will survive and will be enforceable by each party if the other party fails to perform or comply as required. Such provisions include, but are not limited to, "Grant Reporting and Oversight" (Section 5); "Publicity" (Section 13); "Disclaimer" (Section 14); "Liability" (Section 15) provisions of this Grant Agreement.

13. Publicity:

Grantor encourages Grantee to share information about the Grant on its website, in newsletters, annual reports, and other relevant publications. Whenever possible, any public statements referencing Grantor or its grantmaking activities should be submitted in advance for review and approval to Grantee's Philanthropy Lead via Grantor's [Online Grant Portal](#). Any use of Grantor's trademarks or logo must have Grantor's prior written approval.

Grantor welcomes any photographs relevant to the Grant that Grantee may choose to provide for Grantor's use. Grantee shall obtain prior written permission, including a signed photo release, for any photograph depicting individuals or groups, including clients, visitors, or bystanders, and must obtain consent from a parent or legal guardian for any minors appearing in such photographs.

Grantor may include, without further notice, information regarding this Agreement and the Grant, including the amount and purpose of the Grant, Grantee's name, logo, trademarks, and photos and other materials provided by Grantee, in Grantor's website, electronic communications, newsletters, news releases, and public reports. However, Grantor will obtain Grantee's prior written approval before publicly sharing sensitive or narrative information, such as Grantee's specific goals, priorities, outcomes, or stories. For more on how data may be used, please refer to Grantor's Data Use Policy.

14. Disclaimer:

Nothing in this Agreement, including any reporting requirements or review procedures, will be construed as a representation, warranty, or endorsement by Grantor regarding the adequacy, propriety, or quality of any programs, projects, activities, and operations funded by the Grant, whether evaluated on an individual or program-wide basis. This Subsection will survive the expiration or termination of this Agreement.

15. Liability:

To the fullest extent allowed by applicable law, Grantee shall be solely responsible for its own acts, errors, and omissions, and those of its officers, employees, and agents, arising directly or indirectly, in whole or in part, from or in connection with the delivery of the programs, projects, activities, and operations funded by the Grant. However, nothing in this paragraph shall be construed as a waiver or limitation of any sovereign immunity, governmental immunity, or other legal protections afforded to Grantee under applicable law with respect to any claims arising from such performance. Grantee's obligations under this Subsection will survive the expiration or termination of this Agreement.

16. Authority to Execute and Perform:

The undersigned signatory of Grantee certifies that: (a) Grantee is duly formed, validly existing and in good standing with the State of Colorado, and Grantee has the necessary power, authority, and any required licenses or permits to enter into this Agreement and to conduct the programs, projects, activities, and operations being funded by the Grant; (b) Grantee has taken all actions required under its governing documents and applicable law to authorize the execution and performance of this Agreement; (c) Grantee's execution and performance of this Agreement does not conflict with its governing documents, any applicable law, or any other agreement or obligation to which it is bound; and (d) the undersigned is a duly authorized officer or representative of Grantee and has fully authority to execute this Agreement on behalf of Grantee, to legally bind Grantee to all of its terms and conditions, and to execute and deliver all related representations, certifications, reports, and instruments in connection with this Agreement.

17. Notices and Communications:

Except as otherwise provided in this Agreement (e.g., in provisions that instruct certain notices or requests to be sent via Grantor's [Online Grant Portal](#), all notices and communications required under this Agreement must be in writing (including email), and will be considered given when delivered personally to the recipient, sent by e-mail to the recipient, with verification of delivery or receipt, sent to the recipient by reputable overnight courier service, charges prepaid, with delivery confirmation, or sent by registered or certified mail, charges prepaid, with return receipt requested, addressed to the recipient at the following address, or such other address as the recipient may have furnished to the other party in writing:

Grantor

Grantee:

Caring for Colorado Centennial Fund
Attn: Linda Reiner, Executive Director
1635 W 13th Ave Suite 303
Denver, CO 80204
(720) 534-0770
grants@caringforcolorado.org

Gunnison County Department of Health and Human Services
Attn: Matthew Birnie
220 N. Spruce St
Gunnison, CO 81230
970-641-3244
mbirnie@gunnisoncounty.org

18. Governing Law:

This Agreement will be governed by and construed in accordance with the laws of Colorado.

19. No Assignment or Delegation:

Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without prior written approval from Grantor. Subject to this limitation, this Agreement will be binding upon both parties and their respective successors and permitted assigns.

20. Controlling Document:

The terms and conditions of this Agreement, together with the Cover Page and any appendices, schedules, or exhibits hereto, is the controlling document between Grantor and Grantee relating to the Grant. In the event of any inconsistency between this Agreement, the Cover Page, and any schedules, addenda, appendices, or exhibits hereto, the provisions of this Agreement will prevail. All verbal communication, notes, minutes, or other documentation pertaining to the Grant will be deemed merged into this Agreement.

21. Amendments, Waivers:

This Agreement may be amended, supplemented, or extended only by written agreement signed by both parties hereto. Any failure by one party to insist upon adherence to any term of this Agreement, or any waiver by one party of a breach of this Agreement by the other party, will not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term in this Agreement.

22. No Third Party Beneficiaries:

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under this Agreement on any person or party other than the parties hereto, and their respective successors and permitted assigns.

23. Execution and Delivery:

Either or both parties may execute this Agreement in counterparts by signature of the original or transmittal of a signed copy by any electronic means in accordance with the Colorado Electronic Signature Act, C.R.S. 24-71-101 et seq. by affixing an electronic signature that complies with the requirements of the Colorado Uniform Electronic Transactions Act, C.R.S. 24-71.3-101 et seq. for electronic signatures.

The parties have entered into this Agreement as of the effective date set forth above.

Grantor

Grantee:

Caring for Colorado Centennial Fund

Gunnison County Department of Health and Human Services

By: _____
Linda Reiner, MPH
Executive Director

By: _____
Matthew Birnie
County Manager

Date: _____

Date: _____

GRANT AGREEMENT
Schedule A
Installment Payment Dates and Requirements

Amount	Payable On/After
\$125,000.00	July 11, 2025

GRANT AGREEMENT
Addendum

This Addendum supplements the Grant Agreement dated July 1, 2025 (this “Agreement”) is between Caring for Colorado Centennial Fund, a Colorado nonprofit corporation (the “Grantor”), and Gunnison County Health and Human Services (the “Grantee”). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum will prevail.

1. Funding Conditions:

None

2. Special Provisions:

None

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Delinquent in Payment; Dos Rios, Antelope Hills, S

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Annual collection of sewer and water accounts that are delinquent more than 90 days as of March 31, 2025. Two sets of letters have been sent to owners over the last two months to attempt collection. The final warning letter was mailed via US Postal certified mail to the owners of record.

Fiscal Impact: 32,825.62

Submitted by: Lupita Halligan

Submitter's Email Address: lhalligan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 6/25/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/26/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/26/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/26/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/1/2025

Kathy Simillion
County Clerk & Recorder
221 N. Wisconsin Street
Gunnison, CO 81230



Elections (970) 641-7927
Elections Fax (970) 642-4675
Motor Vehicle (970) 641-1602
Recording (970) 641-2038
Motor Vehicle & Recording Fax (970) 641-7956

June 24, 2025

Debbie Dunbar
Gunnison County Treasurer
221 North Wisconsin, Suite T
Gunnison, Colorado 81230

Board of County Commissioners
of Gunnison County, Colorado
200 East Virginia Avenue
Gunnison, Colorado 81230

Dear Treasurer Dunbar & Commissioners:

Attached please find lists of persons who are delinquent in payment of rates, fees, tolls, and charges for the connection with and use of the Dos Rios, Antelope Hills, Somerset and North Gunnison Divisions of the Gunnison County Sewer and Water District. These names are certified pursuant to Colorado Revised Statute 30-20-420. I hereby request that you collect these taxes as provided in the statutes.

Sincerely,

A handwritten signature in blue ink that reads "Kathy Simillion".

Kathy Simillion
Gunnison County Clerk

attachments

cc: Matthew Birnie, County Manager
Martin Schmidy, Assistant County Manager and Public Works Director
Matthew Hoyt, County Attorney

June 24, 2025

GUNNISON COUNTY WATER AND SEWER DISTRICT

I, Kathy Simillion, Gunnison County Clerk, do hereby certify to the Board of County Commissioners of Gunnison County and the Gunnison County Treasurer the following accounts to be delinquent:

<u>Account Number</u>	<u>Parcel Number</u>	<u>Owner</u>	<u>Legal Description</u>	<u>Balance @ June 24, 2025</u>
20009	3701-223-02-025	HANNAH TWIDDY & DAVON CARRILLO 359 MESA LOOP GUNNISON, CO 81230	A.H. MOBILE # 8 & 9	1366.27
20017	3701-223-03-052	HOLLI & BRIAN JAMES 356 MESA LOOP GUNNISON, CO 81230	A.H. MOBILE # 17	172.07
20021	3701-223-03-008	RUTH & JAIME LOMELI 364 MESA LOOP GUNNISON, CO 81230	A.H. MOBILE # 21	621.72
20030	3701-223-03-017	DARRYL ROBBINS PO BOX 1113 GUNNISON, CO 81230	A.H. MOBILE # 30	775.67
20046	3701-223-04-059	MICHAEL MANCI 2 RIDGE LN GUNNISON, CO 81230	A.H. MOBILE # 46	312.41
20055	3701-223-04-064	DANIEL DUFT 21 SAGE LN GUNNISON, CO 81230	A.H. MOBILE # 55	155.43
20061	3701-223-05-004	DEAN SCHMIDT 868 E 5TH AVE UNIT B DURANGO, CO 81301	A.H. MOBILE # 61	1193.66
20078	3701-223-06-046	CHRISTOPHER & KRISTINA HULET 14 WILLOW LN GUNNISON, CO 81230	A.H. MOBILE # 78	920.62
20116	3701-214-02-007	JOSHUA HOPPSTADTER 508 SOUTH 12TH GUNNISON, CO 81230	A.H. II BLK 1 # 6	153.91

20124	3701-214-02-014	DANIEL SALAS HERNANDEZ 1106 ANTELOPE ROAD GUNNISON, CO 81230	A.H. II BLK 1 # 14	317.02
21002	3185-170-06-003	JOHN HOMMER 516 31 1/2 RD TRLR 18 GRAND JUNCTION, CO 0	BLK 6 LOT 3	1985.36
21017	3185-080-04-005	JOHN LUNDGREN 109 N MAPLE ST GORDON, NE 69343	BLK 9 LOT 8	2265.36
22111	3701-240-11-020	BRIAN GARRISON 229 COUNTY RD 11 UNIT 1 GUNNISON, CO 81230	PONDEROSA PARK LOT E1	335.08
22112	3701-240-11-011	R MORGAN CAVANAUGH 146 5TH AVE CHARDON, OH 44024	PONDEROSA PARK LOT E10	2569.32
22113	3701-240-11-009	DESOLEE GIBBONS PO BOX 360 ALMONT, CO 81210	PONDEROSA PARK LOT E12	336.67
22163	3701-130-02-032	MICHAEL & HELEN McQUISTON 201 CHAMPS AVE EVANSTON, WY 82930	NORTH ELK MEADOWS 1 #22	670.16
22202	3701-250-04-007	35 CLARK LTD 4408 COUNTY ROAD 10 GUNNISON, CO 81230	TERRA SUBDIVISION LOT 2	1010.26
22233	3701-240-05-022	ARIEL & ERNEST TIDWELL 358 BLACKFOOT TRL GUNNISON, CO 81230	GUNN RIVER 2 # 20	1653.02
22368	3701-130-15-005	RUSTY GARDUNO PO BOX 1695 GUNNISON, CO 81230	THORNTON MEADOWS #19	617.49
22397	3699-202-03-004	JOSEPH & TAMI MOSELEY 45 TAMARIND DR GUNNISON, CO 81230	N VALLEY 2 LOT 21	2656.97

22413	3699-202-01-028	PETER ANDREW & EMILY BETH FERRELL PO BOX 2591 CRESTED BUTTE, CO 81224	N VALLEY 2 LOT 37	1417.05
22415	3699-202-01-028	PETER ANDREW & EMILY BETH FERRELL PO BOX 2591 CRESTED BUTTE, CO 81224	N VALLEY 2 LOT 39	419.66
22425	3701-240-01-007	ERIC WALTER KIKLEVICH PO BOX 1561 GUNNISON, CO 81230	CLINES HOMESITES LOT 1	1219.14
50086	3787-100-09-028	MICHELLE BURNS 101 SHAVANO DR #C1 GUNNISON, CO 81230	FAIRWAY # C01	342.66
50105	3787-100-01-019	DAVID NELSON 991 CHESTNUT HILL RD SW MARIETTA, GA 30064	DOS RIOS 1 # 37	2469.87
50203	3787-100-01-080	JENNIFER DEBOER & KURT STALNAKER 175 MONTE VISTA DR GUNNISON, CO 81230	DOS RIOS 1 # 5	597.70
50240	3787-080-01-013	LILIANA MARQUEZ 308 SOUTH REED ST. LOT 8 GUNNISON, CO 81230	PLEASANT VIEW # 15	231.97
50278	3787-100-10-010	ROBERT EMERY LEONARD III 115 SHAVANO DR GUNNISON, CO 81230	DOS RIOS CONDOS #205	191.84
50298	3787-100-10-007	JAMES LORENZINI 115 SHAVANO DR UNIT 207B GUNNISON, CO 81230	DOS RIOS CONDOS #207B	263.43
50329	3787-142-01-018	MICHAEL & SHEILA ANDERSON 98 COTTONWOOD TRL GUNNISON, CO 81230	GOLD BASIN # 23	574.38

50351	3787-100-09-014	MORGAN TOWNSEND 107 SHAVANO DR. #A6 GUNNISON, CO 81230	FAIRWAY # A06	573.97
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50432	3787-034-01-013	DOUG HILDRETH 36 BEVINGTON RD GUNNISON, CO 81230	ISLAND ACRES # 25	1350.53
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50508	3787-100-15-005	MOLLY PIKE 144 CURECANTI DR APT 5 GUNNISON, CO 81230	WATERWHEEL CONDO #5	1314.83
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50585	3787-100-30-016	NATHAN & MERIDITH ZALTSMAN 763 W SORBARA WAY UNIT G307 SOUTH JORDAN, UT 84095	LOT 6 CURECANTI TOWNHOMES	1770.12
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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement; Changing Aging, Next50; Health an

Action Requested: County Manager Signature

Parties to the Agreement: Net50 Foundation

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Based on our review of your application (R-2025-05934) for Changing Aging, Next50 has funded your compelling request at \$20,000.00 as explained in the enclosed Grant Agreement. All funds awarded are contingent on fulfillment of the Conditions of the Grant Award. which

Fiscal Impact:

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\LHalligan

Discharge Date: 6/16/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/23/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/23/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/26/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/1/2025



June 13, 2025

Elizabeth Holena
Gunnison County Department of Health and Human Services
220 North Pine Street
Gunnison, CO 81230

Congratulations Elizabeth!

Based on our review of your application (R-2025-05934) for Changing Aging, Next50 has funded your compelling request at \$20,000.00 as explained in the enclosed **Grant Agreement**. Next50 staff member Susan Hill is your Community Impact Manager and will be your point of contact on this award.

All funds awarded are contingent on fulfillment of the Conditions of the Grant Award, which are listed in the Grant Agreement. Please read this agreement thoroughly. Also enclosed is an ACH Payment form. **Complete, sign, and date the documents and return them to Next50 via DocuSign no later than July 7, 2025.**

Failure to return the executed documents to Next50 by July 7, 2025 may result in the forfeiture of your grant. Funds will not be released until the documents are signed and returned. A copy of the fully executed agreement will be sent to you via DocuSign. If you have any questions, please contact your Impact Manager.

Should something occur to delay the implementation or progress of the grant, alter the goals, or intended use of funds, or the primary contact identified in the grant application, please contact your Impact Manager as soon as possible.

We're honored to partner with you and are excited for others to learn about the impact of your work. If you'd like to share information about this award with your community, we offer resources on our website to support your communications efforts. Please do not release an announcement until you've received your copy of the fully executed Grant Agreement. We're happy to work with you, or provide input, before your announcement's release, publication, or posting.

We look forward to our partnership with you during this exciting time.

Kindly,

Peter Kaldes, Esq.
President & CEO

Enclosure



GRANT AGREEMENT

This GRANT AGREEMENT (this "Agreement") is made effective this 1st day of July, 2025 by Next50, a Colorado nonprofit corporation ("Next50"), and **Gunnison County Department of Health and Human Services** ("Grantee") with grant application G-2025-05934 ("Grant Application").

Next50 agrees to issue, and Grantee agrees to accept, a grant in the amount of \$ 20,000.00 (the "Grant"), subject to the terms of this Agreement. Next50 **WILL** exercise "expenditure responsibility" with respect to the Grant in accordance with the provisions of the Internal Revenue Code (the "Code"). If Next50 is exercising expenditure responsibility, certain additional requirements will apply to the Grant, as provided in section #8 below.

1. Next50 shall issue the Grant, or the initial installment of the Grant if the Grant is to be paid in installments, within ten (10) days following its receipt of this Agreement, bearing the signature of Grantee's authorized representative and date of signature.
2. In its Grant Application, Grantee provided information concerning its management activities, practices and prior history, which has given Next50 reasonable assurance that Grantee will use the Grant for proper purposes and will advance Next50's mission consistent with Next50's tax-exempt charitable purposes.
3. Grantee shall use the Grant and any income therefrom (the "Grant Funds") exclusively for charitable, educational, and/or scientific purposes as described in section 170(c)(2)(B) of the Code. Specifically, Grantee shall apply all Grant Funds as provided in its Grant Application and, if required, the Project Budget, which are incorporated in this Agreement by this reference. No substantial changes may be made from the approved use of Grant Funds as described in the Grant Application (the "Grant Purposes") or to the Project Budget, if required, without Next50's prior written consent.
4. Grantee shall not use any portion of the Grant Funds: (a) to carry on propaganda, or otherwise to attempt, to influence legislation; (b) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration

drive; or (c) to undertake any activity that is not in furtherance of charitable, scientific, and/or educational purposes that are not used for the Grant Purposes shall be returned to Next50.

5. Grantee shall make public the receipt of Grant Funds and acknowledge Next50's funding in all communication including but not limited to, press releases, brochures/publications or other publicly disseminated documents, website, newsletters and social media. Grantee shall provide Next50 with images, video, stories or other grantee-generated content related to the Grant Purpose upon request by Next50. Grantee grants permission to Next50 to use the likeness of anyone in a photograph, video, or other digital media ("photo content") submitted to Next50 without payment or other consideration. Grantee understands and agrees that all photo content submitted to Next50 will become the property of Next50 and will not be returned. Grantee irrevocably authorizes Next50 to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. Grantee waives any right to inspect or approve the finished product and waives any right to royalties or other compensation arising or related to the use of the photo content. Grantee affirms that it has received all signed permissions, consent, and waivers from anyone appearing in the photo content before providing such photo content to Next50.

6. Next50 may withhold, suspend payment, or demand return of any Grant amount within thirty (30) days, or may terminate this Agreement in its entirety, if Next50 determines, in its sole and absolute discretion, that Grantee:

(a) failed to begin activities related to the Grant Purpose within six (6) months of this Agreement;

(b) without Next50's written consent, has used any portion of the Grant Funds in a manner other than described in Section 3 or otherwise breached the terms of this Agreement;

(c) has been dissolved, whether voluntarily or involuntarily;

(d) has become insolvent;

(e) ceases to be exempt from federal income taxation; or

(f) acts or discriminates on the basis of age, race, religion, gender, sexual orientation or other protected legal status.

7. Grantee shall maintain records of its use of all Grant Funds and make its books and records available upon Next50's request. Grantee shall also provide Next50 with all information regarding the impact and progress of the Grant in the form and manner requested by Next50.

8. If Next50 has indicated above that it is exercising expenditure responsibility with respect to the Grant, Grant Funds must be maintained in a separate fund dedicated to the Grant Purposes, which may be either a separate bank account or a

separate bookkeeping account. Next50 and Grantee agree that the Grant shall be handled in all respects as an "expenditure responsibility" grant in accordance with section 4945(h) of the Code and the U.S. Treasury Regulations thereunder. Both parties shall fully comply with all such requirements and shall cooperate to assure that such requirements are fully satisfied. In the event of any inconsistency between the terms hereof and such requirements, such requirements shall control.

9. To the extent permitted by applicable law, Grantee shall indemnify, defend, and hold Next50 harmless from and against any and all liabilities, costs, and expenses, including without limitation attorneys' fees, arising from: (a) Grantee's use of the Grant Funds; or (b) Grantee's performance or non-performance of any activities described in the Grant Application.

10. Grantee acknowledges that nothing in this Agreement obligates Next50 or implies a commitment by Next50 to provide additional funding to Grantee beyond payment of the Grant.

11. Grantee acknowledges that all tangible and intangible products resulting from its funding will be used to advance Next50's mission. Grantee shall ensure that written or electronic work products, research, data, inventions, software, or other intellectual property ("IP") developed through Next50's support is made broadly available to third parties that serve or benefit from similar charitable ends and/or be freely disseminated or otherwise made available at a minimal, reasonable cost to the public. Grantee also acknowledges that Next50 retains license rights with respect to IP generated from Grant Funds.

12. Grantee acknowledges that all trademarks, service marks and trade names of Next50 including, but not limited to, NextFifty Initiative, NFI, and the Next50 logo (collectively, the "Marks") are trademarks or registered trademarks of Next50. Grantee shall not use, copy, reproduce, republish, upload, post, transmit, distribute or modify the Marks in any way, including in advertising or publicity pertaining to distribution of materials, without Next50's prior written consent. The use of the Marks on any other website or network computer environment is not allowed.

13. No joint venture, partnership, agency, employer-employee, or similar relationship is created by this Agreement or Grantee's related conduct.

14. Any provisions of this Agreement that cannot be completed before the use of all Grant Funds or termination of this Agreement, shall survive completion of the activities described in the Grant Application and/or termination of this Agreement.

15. This Agreement and the rights of the parties hereunder shall be construed and enforced in accordance with and governed by the substantive laws of the State of Colorado without regard to conflicts of law provisions thereof.

16. Grantee and Next50 agree that any action arising in connection with this Agreement or the transactions contemplated under it shall be brought in state or federal court in Denver, Colorado.

17. Each person signing below on behalf of Grantee hereby represents and warrants that they are signing with full and complete authority to bind Grantee to each and every term of this Agreement.

18. This Agreement may be executed in counterparts using two or more copies of the Agreement, each of which shall be deemed an original but all of which will constitute the same instrument.

19. This Agreement, including the Grant Application and, where applicable, the Project Budget, contains the entire agreement between the parties relating to the Grant and supersedes all prior negotiations, agreements, representations, and understandings, if any, whether oral or written, between the parties concerning the Grant. This Agreement may be modified only by written agreement of the parties.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement by their signatures below.

GRANTOR

Next50

By:

Name: Peter Kaldes, Esq.

Title: President & CEO

Date: _____

GRANTEE

**Gunnison County Department of Health and
Human Services**

By:

Name: Matthew Birnie

Title: County Manager

Date: _____

010125

ACH Payment Information

Congratulations on your new award!

Next50 is now using BILL for all ACH grant payments. Once we receive your signed Grant Agreement, our team will begin processing your initial grant payment. As part of this process, you may receive an email like the one below to sign up for ePayments through BILL.

If you receive one of these emails, please follow the prompts. If you have any questions about this process, please contact Tracy Langworthy; tlangworthy@next50foundation.org or call 303-580-9993.

Example of the BILL email you may receive:

Hello,

Good news, **Next50 Foundation** wants to start paying you electronically using **BILL**. Create a subscription-free BILL account to get ePayments for your invoices.

Message from Next50 Foundation

We use BILL to make ePayments for direct deposit to your account. Send me a reply to this email if you have any questions.

[Sign up for ePayments](#)

Already have a BILL account? [Sign in](#)

- Signing up for BILL is free. [Read this FAQ](#) to learn how to set up your BILL account.
- Your bank ACH info will not be visible to Next50 Foundation or its employees.
- You'll get notifications about the status of your invoices.

Questions? Contact tlangworthy@next50foundation.org or 3035809993

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Extension; 2021CMIP027; Gunnison County;

Action Requested: Discussion

Parties to the Agreement: Department of Health Care Policy and Financing

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Department is hereby unilaterally extending the terms of Contract 2021CMIP027 for up to two months (August 30, 2025) under the same terms.

Fiscal Impact:

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 6/12/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/11/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/11/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/1/2025



COLORADO
Department of Health Care
Policy & Financing

Gunnison County
Board of County Commissioners
Attn: Joni Reynolds, Director, Health & Human Services
220 N Spruce St
Gunnison, CO 81230

Re: Gunnison County, Contract Routing Number 2021CMIP027

Dear Director,

In accordance with Section 2, Term and Effective Date, Subsection D, End of Term Extension, of the above referenced Contract, the Department desires to continue the Contractor's services while an extension amendment is completed. This extension amendment will not be fully executed by the end of the Contract performance period on June 30, 2025. Therefore, the Department is hereby unilaterally extending the above referenced Contract for up to two months (August 30, 2025) under the same terms and conditions as the above referenced Contract and Exhibit B, Rates.

If you have any questions or concerns, please contact me at nancykay.clark@state.co.us.

Sincerely,

A handwritten signature in black ink that reads "Nancy Kay Clark".

Nancy Kay Clark
Procurement Specialist



STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

COVER PAGE

State Agency The Colorado Department of Health Care Policy and Financing	Contract Number 2021CMIP026		
Contractor Gunnison County	Contract Performance Beginning Date The later of the Effective Date or July 1, 2020		
Contract Maximum Amount Initial Term <div style="text-align: right; margin-right: 100px;"> State Fiscal Year 2021 \$18,509.67 </div>	Initial Contract Expiration Date June 30, 2021		
Contract Authority Authority to enter into this Contract exists in C.R.S. §25.5-1-101 et. seq. and 10 CCR 2505-10 et. seq.			
Contract Purpose The purpose of this Contract is to create performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities.			
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> 1. Exhibit A – Statement of Work 2. Exhibit B – Rates 3. Exhibit C – Small, Medium and Large County List 4. Exhibit D – Sample Option Letter <p>In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Colorado Special Provisions in §0 of the main body of this Contract. 2. The provisions of the other sections of the main body of this Contract. 3. Exhibit A, Statement of Work. 4. Exhibit D, Sample Option Letter. 			
Principal Representatives <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> For the State: Joshua Montoya Department of Healthcare Policy and Financing Policy, Communications & Administration Office 1570 Grant Street Denver, CO 80203 Joshua.montoya@state.co.us </td> <td style="width: 50%; vertical-align: top;"> For Contractor: Joni Reynolds Gunnison County 225 North Pine Street Gunnison, CO 81230 jreynolds@gunnisoncounty.org </td> </tr> </table>		For the State: Joshua Montoya Department of Healthcare Policy and Financing Policy, Communications & Administration Office 1570 Grant Street Denver, CO 80203 Joshua.montoya@state.co.us	For Contractor: Joni Reynolds Gunnison County 225 North Pine Street Gunnison, CO 81230 jreynolds@gunnisoncounty.org
For the State: Joshua Montoya Department of Healthcare Policy and Financing Policy, Communications & Administration Office 1570 Grant Street Denver, CO 80203 Joshua.montoya@state.co.us	For Contractor: Joni Reynolds Gunnison County 225 North Pine Street Gunnison, CO 81230 jreynolds@gunnisoncounty.org		

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

<p>CONTRACTOR Gunnison County</p> <p>DocuSigned by: <i>Joni Reynolds</i> 16E71D46CCE9492...</p> <hr/> <p>By: Joni Reynolds 7/10/2020</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by: <i>KB</i> 0B6A84797EA8493...</p> <hr/> <p>By: Kim Bimestefer, Executive Director 7/10/2020</p> <p>Date: _____</p>
<p>2nd State or Contractor Signature if Needed</p> <hr/> <p>By: _____</p> <p>Date: _____</p>	<p>LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>By: _____</p> <p>Assistant Attorney General</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Greg Tanner</i> BBE0F4C030DC45C...</p> <p>By: _____ Health Care Policy and Financing 7/10/2020</p> <p>Effective Date: _____</p>	

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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an

“Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

D. Option to Increase or Decrease Statewide Quantity of Service

The Department may increase or decrease the statewide quantity of services described in the Contract based upon the rates established in the Contract. If the Department exercises the option, it will provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. Delivery/performance of services shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Contract.

E. End of Term Extension

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

F. 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 by Contractor, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, 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. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- D. **“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.
- E. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- G. **“End of Term Extension”** means the time period defined in §2.D.
- H. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- I. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- J. **“Extension Term”** means the time period defined in §2.C.
- K. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et. seq.* C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv)

changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent."

- L. **"Initial Term"** means the time period defined in §2.B.
- M. **"Party"** means the State or Contractor, and "Parties" means both the State and Contractor.
- N. **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- O. **"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.
- P. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- Q. **"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.
- R. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- S. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- T. **"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.
- U. **"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.

- V. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- W. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- X. **“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 Exhibit A. 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 State Fiscal Year shown on the Cover Page for this Contract, unless the Contractor earns funding from the Remaining Funds Incentive Pool as described in Exhibit A. In no event will payments to the Contractor exceed more than the Contractor’s maximum local share paid.

B. **Payment Procedures**

i. **Payment**

Payment pursuant to this Contract will be made as earned. Any advance payments allowed under this Contract shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract. The State shall initiate payments by submitting the necessary information to the Colorado Department of Human Services for payment through the County Financial Management System.

ii. **Payment Disputes**

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall follow the Dispute Resolution process as found in Exhibit A.

iii. **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). 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.

6. REPORTING - NOTIFICATION

A. Litigation Reporting

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

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

C. Monitoring

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior

written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. 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.

E. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

10. INSURANCE

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

A. Contractor Insurance

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

B. Subcontractor Requirements

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

i. Workers' Compensation

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

ii. General Liability

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

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

iii. Automobile Liability

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

iv. Protected Information

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

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

v. Professional Liability Insurance

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

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

vi. Crime Insurance

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

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

C. Additional Insured

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

D. Primacy of Coverage

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

E. Cancellation

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

F. Subrogation Waiver

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

G. Certificates

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

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. 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.

b. 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 §13 shall have all remedies available at law and equity.

13. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

i. Copyrights

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

ii. Patents

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

B. Exclusive Property of the State

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

C. Exclusive Property of Contractor

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

15. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at

assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

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

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved

in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

K. Severability

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

L. Survival of Certain Contract Terms

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

M. Taxes

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

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §17.A, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

O. Waiver

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

P. CORA Disclosure

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

Q. Standard and Manner of Performance

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

R. Licenses, Permits, and Other Authorizations.

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

S. Indemnification

i. 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.

ii. 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.

iii. Intellectual Property Indemnification

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

18. ADDITIONAL GENERAL PROVISIONS

A. Compliance with Applicable Law

The Contractor shall at all times during the execution of this Contract strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Contract. The Contractor shall also require compliance with these statutes and regulations in subcontracts and subgrants permitted under this contract. The federal laws and regulations include:

Age Discrimination Act of 1975, as amended	42 U.S.C. 6101, et seq.
Age Discrimination in Employment Act of 1967	29 U.S.C. 621-634

Americans with Disabilities Act of 1990 (ADA)	42 U.S.C. 12101, et seq.
Clean Air Act	42 U.S.C. 7401, et seq.
Equal Employment Opportunity	E.O. 11246, as amended by E.O. 11375, amending E.O. 11246 and as supplemented by 41 C.F.R. Part 60
Equal Pay Act of 1963	29 U.S.C. 206(d)
Federal Water Pollution Control Act, as amended	33 U.S.C. 1251, et seq.
Immigration Reform and Control Act of 1986	8 U.S.C. 1324b
Section 504 of the Rehabilitation Act of 1973, as amended	29 U.S.C. 794
Title VI of the Civil Rights Act of 1964, as amended	42 U.S.C. 2000d, et seq.
Title VII of the Civil Rights Act of 1964	42 U.S.C. 2000e
Title IX of the Education Amendments of 1972, as amended	20 U.S.C. 1681

State laws include:

Civil Rights Division	Section 24-34-301, CRS, <i>et seq.</i>
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The Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific program(s) which is/are the subject of this Contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances, upon which the State relies.

- i. The Contractor will not discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions, in performance of Work under this Contract.
- ii. At all times during the performance of this Contract, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor.

The Contractor shall take all necessary affirmative steps, as required by 45 C.F.R. 92.36(e), Colorado Executive Order and Procurement Rules, to assure that small and

minority businesses and women's business enterprises are used, when possible, as sources of supplies, equipment, construction, and services purchased under this Contract.

B. Federal Audit Provisions

Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, defines audit requirements under the Single Audit Act of 1996 (Public Law 104-156). All state and local governments and non-profit organizations expending \$500,000.00 or more from all sources (direct or from pass-through entities) are required to comply with the provisions of Circular No. A-133. The Circular also requires pass-through entities to monitor the activities of subrecipients and ensure that subrecipients meet the audit requirements. To identify its pass-through responsibilities, the State of Colorado requires all subrecipients to notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed \$500,000.00.

C. Debarment and Suspension

- i. If this is a covered transaction or the Contract amount exceeds \$100,000.00, the Contractor certifies to the best of its knowledge and belief that it and its principals and Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- ii. This certification is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available at law or by contract, the State may terminate this Contract for default.
- iii. The Contractor shall provide immediate written notice to the State if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.
- iv. The terms "covered transaction," "debarment," "suspension," "ineligible," "lower tier covered transaction," "principal," and "voluntarily excluded," as used in this paragraph, have the meanings set out in 2 C.F.R. Parts 180 and 376.
- v. The Contractor agrees that it will include this certification in all lower tier covered transactions and subcontracts that exceed \$100,000.00.

D. Force Majeure

Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Contract, "force majeure" means acts of God; acts of the public enemy; acts of the state and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

E. Disputes

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract shall follow the established process of Dispute Resolution as in Exhibit A..

F. Lobbying

Contractor certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of the certification is a requisite for making or entering into transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. COMPLIANCE WITH LAW.

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

E. 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.

F. 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.

G. 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.

H. 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.

EXHIBIT A, STATEMENT OF WORK

1. TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
 - 1.1.1. Applicant – An individual for whom the Contractor is performing a Determination.
 - 1.1.2. Backlogged Determination – Any Untimely Determination that was not completed by the timeliness requirements as set in Section 1.1.32.
 - 1.1.3. Backlogged Redetermination – Any Untimely Redetermination that was not completed by the timeliness requirements as set in Section 1.1.33.
 - 1.1.4. Child Health Plan *Plus* (CHP+) – public low-cost health insurance for certain children and pregnant women.
 - 1.1.5. COGNOS/Decision Support System 01 (DSS01) – the Department’s data reporting systems that use information from the Colorado Benefits Management System (CBMS).
 - 1.1.6. Colorado Benefits Management System (CBMS) – the State’s eligibility determination system.
 - 1.1.7. Colorado Department of Human Services (CDHS) – The Colorado Department of Human Services connects Coloradans to assistance, resources and support for living independently in the state. CDHS is the state agency responsible for the administration of the Supplemental Nutrition Assistance Program.
 - 1.1.8. Colorado Information Security Policies (CISP) - Colorado Information Security Policies promulgated by the Chief Information Security Officer in the Governor’s Office of Information Technology pursuant to §§24-37.5-401, *et seq.*, C.R.S.
 - 1.1.9. Colorado interChange (interChange) – the State’s claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.
 - 1.1.10. County Administration website – the Department’s public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).
 - 1.1.11. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado’s Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.
 - 1.1.12. County Incentives Program – program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.
 - 1.1.13. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

- 1.1.14. Disenroll or Disenrollment – The act of processing a change in circumstance that affects a member’s eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
- 1.1.15. Governor’s Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq.* C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.
- 1.1.16. HCPF Memo Series - The Department’s policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.
- 1.1.17. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.
- 1.1.18. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.
- 1.1.19. Information Technology Service Provider (ITSP) – A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.
- 1.1.20. Learning Management System (LMS) – the system utilized by the Health Care and Economic Security Staff Development Center to track course registration, completions and other training-related documentation for Medical Assistance training.
- 1.1.21. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.
- 1.1.22. Long Term Services and Supports (LTSS) – for the purposes of this Agreement, LTSS refers to determinations and redeterminations made for LTC, HCBS and PACE.
- 1.1.23. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.
- 1.1.24. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.25. Reporting Period – The period of time for each performance standard used to measure whether the Contractor met that standard.
 - 1.1.25.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
 - 1.1.25.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.26. Redetermination – A Determination as defined under 10 C.C.R. 2505-8.100.3.P.
- 1.1.27. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.

- 1.1.28. Status Report – a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.29. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.30. Timely Disenrollment – Processing a change in a member’s circumstance and making a determination within fifteen (15) calendar days.
- 1.1.31. Timely Redetermination – Any Redetermination that is completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins.
- 1.1.32. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.33. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins. This is based on the CBMS RRR Due Date.

2. COUNTY DETERMINATIONS

- 2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor’s county, required under C.R.S. §25.5-1-101 *et seq.* The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

- 3.1. Systems Utilized to Determine Compliance
 - 3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor’s county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor’s compliance with certain Performance Incentive Standards.
 - 3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor’s county, the Department may utilize data from the Colorado interChange system.
 - 3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.
 - 3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems will be defined in each applicable Performance Incentive Standard.
 - 3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor’s compliance with any or all the Performance Incentives Standards.
- 3.2. Communications Utilized to Determine Compliance

- 3.2.1. To fulfill the requirements in Exhibit A Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.
- 3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Incentives Performance Standard Program referenced throughout this Agreement.
- 3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

4. PERFORMANCE INCENTIVES STANDARD PROGRAM

- 4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.
- 4.2. Eligibility Performance Incentive Standard
 - 4.2.1. The Contractor may earn an Eligibility Performance Incentive Payment for each Reporting Period in which the Contractor meets at least three (3) out of the four (4) following benchmarks: Timeliness of Determinations and Redeterminations, Timeliness of LTSS Determinations and Redeterminations, Backlogged Determinations and Redeterminations and Timeliness of Case Maintenance and Disenrollment as found in section 4.2.
 - 4.2.1.1. Timeliness of Determinations and Redeterminations
 - 4.2.1.1.1. The Contractor shall complete at least ninety-five percent (95%) of all Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.
 - 4.2.1.1.2. The Department will total all Timely Determinations and Timely Redeterminations the Contractor completed within the Reporting Period and divide that by the total number of Determinations and Redeterminations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.
 - 4.2.1.1.3. Determining Compliance with the Timeliness of Determinations and Redeterminations
 - 4.2.1.1.3.1. The Department will utilize the MA County Incentives Timeliness Report – Summary and MA County Incentives Timeliness Report – Detail to determine compliance with timeliness benchmark of the Eligibility Timeliness and Backlog Performance Incentive Standard.
 - 4.2.1.1.3.2. The MA County Incentives Timeliness Report – Summary and MA County Incentives Timeliness Report – Detail will be pulled the second Monday after the end of each Reporting Period to determine the Contractor’s performance over the entire six-month Reporting Period.
 - 4.2.1.2. Backlogged Determinations and Redeterminations
 - 4.2.1.2.1. The Contractor’s Backlogged Determinations average and Backlogged Redeterminations average at the end of each Reporting Period shall be within the limits described in the following table:
 - 4.2.1.2.2. County Backlog Table

	County Size	Limit
New Applications		
	Large	≤ 75
	Medium	≤ 10
	Small	≤ 3
Redeterminations		
	Large	≤ 280
	Medium	≤ 28
	Small	≤ 10

- 4.2.1.2.3. To determine the Backlogged Determinations average, the Department will total the Backlogged Determinations of each month of the Reporting Period and divide by the number of months in the Reporting Period.
- 4.2.1.2.3.1. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report - Detail will be used to determine the Contractor’s amount of Backlogged Determinations for each month of each Reporting Period.
- 4.2.1.2.3.2. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report – Detail will be pulled on the second working day of each month.
- 4.2.1.2.4. To determine the Backlogged Redeterminations average, the Department will total the Backlogged Redeterminations of each month of the Reporting Period and divide by the number of months in the Reporting Period.
- 4.2.1.2.4.1. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report - Detail will be used to determine the Contractor’s amount of Backlogged Redeterminations for each month of each Reporting Period.
- 4.2.1.2.4.2. The MA County Incentives Backlog Report – Summary and MA County Incentives Backlog Report – Detail will be pulled on the second working day of each month.
- 4.2.1.2.4.3. The Department will round both the Backlogged Determinations average and Backlogged Redeterminations average to the nearest whole number.
- 4.2.1.2.5. When a Determination or Redetermination is Considered Backlogged
- 4.2.1.2.5.1. A Determination or Redetermination will be considered backlogged for the First Reporting Period if the due date for the Determination or Redetermination is on or before December 31 and the Determination or Redetermination was not completed on or before the due date.
- 4.2.1.2.5.2. A Determination or Redetermination will be considered backlogged for the Second Reporting Period if the due date for the Determination or Redetermination

is on or before June 30 and the Determination or Redetermination was not completed on or before the due date.

4.2.1.3. Timeliness of LTSS Determinations and Redeterminations

4.2.1.3.1. The Contractor shall complete at least ninety-five percent (95%) of all LTC, HCBS, and PACE Determinations and Redeterminations as Timely Determinations and Timely Redeterminations.

4.2.1.3.1.1. The Department will total all Timely Determinations and Timely Redeterminations for LTC, HCBS, and PACE the Contractor completed within the Reporting Period and divide that by the total number of LTC, HCBS, and PACE Determinations and Redeterminations the Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.2.1.3.1.2. Determining Compliance with the Timeliness of LTSS Determinations and Redeterminations

4.2.1.3.1.2.1. The Department will utilize the MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail to determine compliance with the timeliness benchmarks of the LTSS Performance Incentive Standard.

4.2.1.3.1.2.2. The MA County Incentives LTSS Timeliness Report – Summary and MA County Incentives LTSS Timeliness Report – Detail will be pulled the second Monday after the end of each Reporting Period.

4.2.1.4. Timeliness of Case Maintenance and Disenrollment

4.2.1.4.1. The Contractor shall process changes in a member's circumstance within fifteen (15) calendar days and shall complete eighty-five percent (85%) of the Contractor's disenrollments within fifteen (15) calendar days.

4.2.1.4.1.1. Processing and Timeframes for a Member's Change in Circumstances

4.2.1.4.1.1.1. The Contractor shall process all member and partner agency-reported change in circumstances within fifteen (15) calendar days.

4.2.1.4.1.1.2. The fifteen (15) calendar day clock begins on the date the member's change in circumstance is reported to the Contractor and ends on the date the eligibility determination based on the change is authorized in CBMS.

4.2.1.4.1.1.3. The fifteen (15) calendar day benchmark applies to changes reported by a member, by a partner agency such as the Single Entry Point or Community Centered Board or external agencies such as nursing facilities.

4.2.1.4.1.1.4. The Contractor shall not pre-screen changes in circumstances to determine if the change results in a disenrollment. The Contractor shall process the change in circumstance by entering the information into CBMS within fifteen (15) calendar days.

4.2.1.4.1.1.5. The Contractor shall follow existing policy and operational guidance for entering information relating to a change in circumstances into CBMS.

- 4.2.1.4.1.1.5.1. The calculation for Timely Disenrollments is based on data entry into CBMS. The Contractor shall ensure that information is correctly entered into CBMS, including the date the change in circumstance was reported, to ensure the Timely Disenrollment calculation is accurate.
- 4.2.1.4.1.2. Timely Disenrollments
 - 4.2.1.4.1.2.1. The Contractor will disenroll all members where a change in circumstance has resulted in ineligibility within fifteen (15) calendar days.
 - 4.2.1.4.1.3. Determining Compliance for Timely Disenrollments
 - 4.2.1.4.1.3.1. The Department will utilize the MA Disenrollment Processing Times Report to determine the Contractor's compliance with the Timely Disenrollment percentage.
 - 4.2.1.4.1.3.2. The MA Disenrollment Processing Times Report will be pulled the second Monday of the first month after the end of each Reporting Period.
 - 4.2.1.4.1.3.3. To determine the Contractor's percentage of timely disenrollments, the Department will take the total number of timely disenrollments over each Reporting Period and divide that by the total number of disenrollments completed. The Department will round the number to two decimal places.
- 4.2.2. Small County and Sample Size Exceptions
 - 4.2.2.1.1. If the Contractor processes a total of two-hundred and forty (240) or fewer Determinations and two-hundred and forty (240) or fewer Redeterminations per month, the Contractor shall be deemed to have met the timeliness percentage of the Eligibility Performance Incentive Standard so long as they had eighteen (18) or fewer Untimely Determinations and Untimely Redeterminations during that Reporting Period.
 - 4.2.2.1.2. If the Contractor processes a total of ten (10) or fewer LTSS Determinations and twenty (20) or fewer LTSS Redeterminations per Reporting Period, the Contractor shall be deemed to have met the LTSS timeliness percentage benchmark for the Eligibility Performance Incentive Standard so long as they had six (6) or fewer Untimely LTSS Determinations and Untimely LTSS Redeterminations during that Reporting Period.
 - 4.2.2.1.3. If the Contractor processes a total of eight (8) or fewer disenrollments during any given month, the Contractor shall be deemed to have met the Timely Disenrollment percentage benchmark for the Eligibility Performance Incentive Standard so long as they had at least sixty percent (60%) of disenrollments as Timely Disenrollments.
 - 4.2.2.1.4. There are no Small County or Sample Size Exceptions for backlogged Determinations and Redeterminations.
- 4.2.3. Exemptions for Unusual Circumstances
 - 4.2.3.1. The Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations and Redeterminations benchmark as described in section 4.2.1.1, failure to meet Backlogged Determinations and Redeterminations benchmark as described in section 4.2.1.2 or failure to meet the Timeliness of LTSS Determinations and Redeterminations benchmark as described in section 4.2.1.3.

- 4.2.3.1.1. The Contractor is not eligible to request an exemption for unusual circumstances for failure to meet the Timeliness of Case Maintenance and Disenrollment benchmark as described in section 4.2.1.4.
- 4.2.3.2. The exemption process for unusual circumstances is described in section 6, Exemptions.
- 4.2.4. BENCHMARK: Three (3) out of the following four (4): 95% timeliness average over each Reporting Period for determinations and redeterminations as described in section 4.2.1.1; backlogged determination and redetermination averages below limit based on county size over each Reporting Period as described in section 4.2.1.2.; 95% timeliness average over each Reporting Period for LTSS determinations and redeterminations as described in section 4.2.1.3.; eighty-five percent (85%) of disenrollments completed within fifteen (15) calendar days as described in section 4.2.1.4.
- 4.3. Exceptional Eligibility Performance Incentive Standard
 - 4.3.1. The Contractor may earn an Exceptional Eligibility Performance Incentive Payment for each Reporting Period in which the Contractor meets all four (4) of following benchmarks: Timeliness of Determinations and Redeterminations, Timeliness of LTSS Determinations and Redeterminations, Backlogged Determinations and Redeterminations and Timeliness of Case Maintenance and Disenrollment as found in section 4.2.
 - 4.3.2. BENCHMARK: Four (4) out of the following four (4): 95.00% timeliness average over each Reporting Period for determinations and redeterminations as described in section 4.2.1.1; backlogged determination and redetermination averages below limit based on county size over each Reporting Period as described in section 4.2.1.2.; 95.00% timeliness average over each Reporting Period for LTSS determinations and redeterminations as described in section 4.2.1.3.; eighty-five percent (85.00%) of disenrollments completed within fifteen (15) calendar days as described in section 4.2.1.4.
- 4.4. Training and Quality Performance Incentive Standard
 - 4.4.1. The Contractor may earn the Training and Quality Performance Incentive Payment for each Reporting Period if at least seventy five percent (75%) of Contractor CBMS users with the security profile to update and authorize Medical Assistance cases complete the required number of training hours as described in section 4.4 and attend one hundred percent (100%) of the scheduled Quarterly Quality Check Ins during the fiscal year. The Contractor's staff that are subject to the Training requirement is described in section 4.4.1.1.
 - 4.4.1.1. Number of Training Hours and Staff Subject to Training Hours Requirement
 - 4.4.1.1.1. The Contractor's CBMS users shall be responsible for six (6) hours of training in the contractual period if the Contractor's staff has the security profile to update and authorize Medical Assistance cases as described in section 4.4.1.2.
 - 4.4.1.1.2. Contractor CBMS users outside of each county's human/social services agency that are granted security profiles to update and authorize Medical Assistance cases are also subject to the six (6) hours of training requirements, including related requirements mentioned in section 4.4.
 - 4.4.1.1.3. Contractor CBMS users with security profile to update and authorize Medical Assistance cases are only responsible to complete the approved six (6) hours of trainings provided by the Department and SDC for the Contractor of their primary employment. If the Contractor's staff is secondarily employed by another county,

then that staff shall not be responsible to complete the training requirement for the secondary employment.

4.4.1.2. Approved and Allowable Trainings

4.4.1.2.1. The six (6) hours of training shall be completed from the following Approved Training List:

4.4.1.2.1.1. Building and/or Expanding Foundations for MAGI, Non-MAGI and Long Term Care

4.4.1.2.1.2. CBMS Medical Assistance-specific Build Trainings (every other month)

4.4.1.2.1.3. SDC-released Medical Assistance trainings (months alternating CBMS Build Trainings)

4.4.1.2.1.4. Other trainings identified by the Department and SDC, which will be listed on the SDC's website

4.4.1.2.1.5. Contractor-developed trainings that follow the requirements in section 4.4.1.2.5

4.4.1.2.2. Trainings from the Approved Training List shall only be trained by SDC trainers or an SDC-certified county trainer using SDC-approved materials.

4.4.1.2.3. External trainings that are not delivered by SDC-certified trainers shall not be eligible for the Approved Training List and will not count towards the Training and Quality Performance Incentive Standard.

4.4.1.2.4. Contractors are not allowed to modify, update, or add language to the existing SDC-approved materials trained by an SDC-certified county trainer without prior approval from the Department and SDC, following the established training modification guidelines outlined within the SDC's Certified Trainer policies and materials (i.e. Red, Yellow, Green Light).

4.4.1.2.5. Contractor-developed trainings are eligible to count towards the total number of training hours if the Contractor-developed training is approved by the SDC prior the training being offered and the training is delivered by an SDC-certified trainer. Contractor-developed trainings must be approved by the SDC prior to offering the training to staff to ensure the training meets the standards outlined in section 4.4.

4.4.1.2.6. Contractor-developed eligible trainings' content must be specific to the improvement of Medical Assistance programs' initiatives including, but not limited to: program accuracy, timeliness, knowledge, skills and ability.

4.4.1.3. Training Completion Timeframes and Previously Completed Trainings

4.4.1.3.1. The required amount of training can be completed during the First and Second Reporting Periods, if the required amount is met by the conclusion of the Second Reporting Period.

4.4.1.3.2. The Contractor's staff may re-take a previously completed course and be granted credit so long as the course was not originally taken within the current fiscal year and as long as the course is still on the Approved Training List for the current fiscal year.

4.4.1.3.2.1. Courses re-taken from a previous fiscal year shall be tracked per the requirements in section 4.4.1.4.2.

4.4.1.4. Quarterly Quality Check Ins

- 4.4.1.4.1. To address ongoing quality issues with Medicaid eligibility determinations and redeterminations, the Contractor shall attend one hundred percent (100%) of scheduled meetings between Department and Contractor quality assurance, policy and processing staff. These scheduled meetings will occur once every calendar quarter for the fiscal year.
- 4.4.1.4.2. The Contractor shall identify the appropriate staff to participate in the Quarterly Quality Check Ins and will provide contact information to the Department for those identified staff no later than July 15, 2020.
- 4.4.1.4.3. The Quarterly Quality Check Ins shall include a standardized agenda which includes the following:
 - 4.4.1.4.3.1. Overall state audit data review, such as data provided by the Office of State Auditor (OSA), Office of Inspector General (OIG), Medicaid Eligibility Quality Control (MEQC) or Payment Error Rate Measurement (PERM), internal reviewers or other auditors
 - 4.4.1.4.3.2. Review of county-specific quality data, if available
 - 4.4.1.4.3.3. Review of performance data, metrics and dashboards, if available
 - 4.4.1.4.3.4. Review of Help Desk tickets submitted to identify training and/or process issues, if available
 - 4.4.1.4.3.5. Review of policy clarification requested from the Medicaid Eligibility Inbox, if available
 - 4.4.1.4.3.6. Discussion and review of the Contractor’s Quality Assurance (QA) program, if one exists. If not, the Department may provide recommendations to implement an adequate QA program and processes
 - 4.4.1.4.3.7. Feedback Session that is open and encourages the Contractor to provide feedback on challenges and ongoing issues while providing solution-focused contributions to the Department
- 4.4.1.4.4. The Quarterly Quality Check Ins will be documented through a shared document between the Contractor and the Department. This document will also track attendance and action items to complete to ensure compliance with the Quarterly Quality Check In requirements.
- 4.4.1.5. Determining Compliance with the Training and Quality Performance Incentive Standard
 - 4.4.1.5.1. The Contractor shall log all eligible training hours in the Department’s Learning Management System (LMS). Only training hours logged in the LMS system will count towards the Training and Quality Performance Incentive Standard.
 - 4.4.1.5.1.1. After a Contractor-developed training has been approved by the SDC, the Contractor will follow the instructions from the SDC on how to appropriately add the approved course to the LMS and ensure the training hours count towards the Training and Quality Performance Incentive Standard.
 - 4.4.1.5.2. Trainings and courses re-taken shall be added into the LMS by selecting the “Request” feature (in lieu of “Launch”) when registering for those courses. The record of completion reflecting the current date/time of the re-taken training or course will be reflected in the LMS.

- 4.4.1.5.2.1. If a course has not yet been completed in the LMS, then the Contractor's staff shall register for the course through the standard course registration process and not request approval via the process described in section 4.4.1.4.2.
- 4.4.1.5.3. To determine compliance with the required number of training hours, the Department will pull data from CBMS on users with security profiles listed in section 4.4.1.1. A cross-comparison with the security profiles data pull from CBMS and LMS completion reports will determine if the Contractor complied with the seventy five percent (75%) requirement for the Training and Quality Performance Incentive Standard.
- 4.4.1.5.4. To determine compliance with the required Quarterly Quality Check Ins, the Department will compile data on each Contractor's attendance. Failure to attend any one or more of the Quarterly Quality Check Ins will result in the Contractor being ineligible for a Training and Quality Performance Incentive Payment.
- 4.4.1.5.5. To be eligible for a Training and Quality Performance Incentive Payment, the Contractor must meet requirements in both sections 4.4.1.5.3 and 4.4.1.5.4.
- 4.4.2. BENCHMARKS: 75% of county CBMS users with security profiles listed in section 4.4.1. and 4.4.1.1 complete six (6) hours of training from the Approved Training List within the contract period as described in section 4.4.1.2 and attend one hundred percent (100%) of the scheduled Quarterly Quality Check Ins within the fiscal year as described in section 4.4.1.4.
- 4.5. Cybersecurity Performance Incentive Standard
 - 4.5.1. The Contractor may earn one Cybersecurity Performance Incentive Payment for both Reporting Periods in which the Contractor submits the required deliverable(s) relating to cybersecurity standards and Remediation Plans for the Colorado Information Security Policies (CISP) as described in section 4.5. The Department will provide additional guidance through the HCPF Memo Series, which can be found on the [County Administration](#) website.
 - 4.5.2. Fiscal Year Deliverable
 - 4.5.2.1. No later than the semi-annual reporting due date for the Second Reporting Period, the Contractor shall review whether its IT systems and other data privacy and protection safeguards comply with the CISPs identified by the Department as a priority. If the Contractor is not in compliance with those CISPs, the Contractor shall create and submit a Remediation Plan. The Remediation Plan will address areas of non-compliance and set a timeline to gain compliance.
 - 4.5.2.1.1. In instances where the Contractor's ITSP is OIT, OIT shall be responsible for CISP compliance only for those CISPs which OIT manages on behalf of the Contractor.
 - 4.5.2.1.1.1. The Contractor shall not be responsible for compliance with the CISPs for any policies which are the responsibility of OIT or the State.
 - 4.5.2.1.2. Full compliance with the CISPs does not need to be met by the semi-annual due date for the Second Reporting Period; rather, the Contractor, through the Remediation Plan, shall create a reasonable timeframe for which it would gain CISP compliance, considering workload, funding and other factors.
 - 4.5.3. DELIVERABLE: Completed Remediation Plan submitted no later than the semi-annual due date for the Second Reporting Period.

4.6. Continuous Eligibility Performance Incentive Standard

4.6.1. The Contractor may earn a Continuous Eligibility Performance Incentive Payment for the fiscal year in which the Contractor meets its specified benchmarks relating to the percentage of Medical Assistance members who have a redetermination of eligibility within ninety (90) calendar days of the end of the COVID-19 public health emergency as described in section 4.6.

4.6.1.1. Notification of end of continuous eligibility and COVID-19 public health emergency

4.6.1.1.1. Upon notification from the federal government that the continuous eligibility requirement for Medical Assistance members has ended, the Contractor will be notified through the HCPF Memo Series. The communication will include the starting date of the ninety (90) calendar day period to redetermine eligibility for those members impacted by the continuous eligibility requirement.

4.6.1.2. Percentages of Medical Assistance members with a required redetermination of eligibility

4.6.1.2.1. The Contractor shall redetermine eligibility within ninety (90) calendar days for at least ninety percent (90.00%) of Health First Colorado and CHP+ members that require a redetermination due to the end of the COVID-19 public health emergency.

4.6.1.2.2. The Contractor shall redetermine eligibility within ninety (90) calendar days for at least ninety percent (90.00%) of Long Term Services and Supports members that require a redetermination due to the end of the COVID-19 public health emergency.

4.6.1.3. Members who require a redetermination of eligibility

4.6.1.3.1. The Department will work with the CBMS contractor to redetermine eligibility for those members who have the necessary information at the end of the COVID-19 public health emergency. For those members who do not have the necessary information to redetermine eligibility, the Contractor will be responsible for ensuring the timely completion of eligibility redetermination within ninety (90) calendar days of the end of COVID-19 public health emergency.

4.6.1.4. Determining Compliance with the Continuous Eligibility benchmarks

4.6.1.4.1. The Department will total the number of Health First Colorado and CHP+ members that the Contractor completed a redetermination of eligibility within ninety (90) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all Health First Colorado and CHP+ members that required a redetermination of eligibility due to COVID-19 public health emergency in the Contractor's county.

4.6.1.4.2. The Department will total the number of LTSS members that the Contractor completed a redetermination of eligibility within ninety (90) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all LTSS members that required a redetermination of eligibility due to COVID-19 public health emergency in the Contractor's county.

4.6.1.4.3. To earn a Continuous Eligibility Performance Incentive Payment, the Contractor shall meet both the benchmarks described in section 4.6.1.2.

4.6.1.4.4. The Department will utilize a data pull from CBMS to determine compliance with the benchmarks of the Continuous Eligibility Performance Incentive Standard.

- 4.6.2. BENCHMARKS: Redetermination benchmarks for ninety percent (90.00%) of Health First Colorado, CHP+ and LTSS members who require a redetermination of eligibility due to the end of the COVID-19 public health emergency as described in section 4.6.

5. SEMI-ANNUAL REPORTING

- 5.1.1. The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis. The Contractor must submit documentation to HCPFCountyRelations@state.co.us, unless otherwise specified through the HCPF Memo Series.
- 5.1.1.1. For the First Reporting Period, the Contractor will submit the following documentation:
- 5.1.1.1.1. Any Eligibility Performance Incentive Standard exemption forms for the Reporting Period, if the Contractor failed to meet specified benchmarks. The Contractor submits the form upon the Department's request.
- 5.1.1.1.2. DUE DATE: January 5, 2021
- 5.1.1.2. For the Second Reporting Period, the Contractor will submit the following documentation:
- 5.1.1.2.1. Any Eligibility Performance Incentive Standard exemption forms for the Reporting Period, if the Contractor failed to meet specified benchmarks. The Contractor submits the form upon the Department's request.
- 5.1.1.2.2. Any Cybersecurity Performance Incentive Standard Remediation Plans or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series.
- 5.1.1.2.3. DUE DATE: July 5, 2021

6. EXEMPTIONS

- 6.1. Exemptions for Unusual Circumstances for the Eligibility Performance Incentive Standard and the Exceptional Eligibility Performance Incentive Standard
- 6.1.1. If a Determination or Redetermination is delayed for unusual circumstances as defined under 10 C.C.R. 2505-8.100.3.D (d), the Contractor is eligible to submit an exemption form.
- 6.1.1.1. The Department will not include any Untimely Determinations and Untimely Redeterminations in its calculation of the Eligibility Performance Incentive Standard if the Department has approved that Untimely Determination and Untimely Redetermination as being untimely because of unusual circumstances as specified in section 6.1.1.
- 6.1.1.2. The Contractor shall be responsible for submitting one (1) exemption form that details each of the cases for which the Contractor is requesting an exemption.
- 6.1.1.2.1. The Contractor cannot request exemptions for unusual circumstances based on staff vacancies and trainings, personnel or other related issues.
- 6.1.2. The Department may approve or reject any request for Untimely Determination and Untimely Redetermination exemptions and may limit the total number of exempted Untimely Determinations and Untimely Redeterminations for the Eligibility Performance Incentive Standard.

- 6.1.2.1. The Department will deny exemption requests that do not meet timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and section 1.1 due to the fault of the Contractor and/or any exemption requests based on the following:
 - 6.1.2.1.1. Failure of the Contractor to timely act on a Determination or Redetermination which resulted in a failure to meet the timeliness requirements in Sections 1.1 and 1.1.
 - 6.1.2.1.2. Failure of the Contractor to act on member verification that was submitted timely which was requested for a Determination or Redetermination.
 - 6.1.2.1.3. Failure of the Contractor to manually authorize a Determination or Redetermination with a mass update exception.
 - 6.1.2.1.4. Failure of the Contractor to manually authorize a Redetermination when the auto re-enrollment or Ex Parte processes were not successful.
 - 6.1.2.1.5. Failure of the Contractor to pull all applicable COGNOS reports for the purposes of fulfilling Exhibit A, Statement of Work.
- 6.1.2.2. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.
 - 6.1.2.2.1. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.
- 6.1.2.3. The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.
- 6.2. Exemptions for Unusual Circumstances for Performance Incentive Standards other than the Eligibility Performance Incentive Standard
 - 6.2.1. Exemptions for unusual circumstances will not be considered for any Performance Incentive Standard listed under section 6.2.1.
 - 6.2.1.1. Training Performance Incentive Standard
 - 6.2.1.2. Cybersecurity Performance Incentive Standard
 - 6.2.1.3. Continuous Eligibility Performance Incentive Standard
 - 6.2.2. The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.2.1 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption for unusual circumstances.

7. NOTIFICATIONS

- 7.1. After each Reporting Period, the Contractor will be provided a Status Report that details which Performance Incentive Standards were met.
 - 7.1.1. The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.

- 7.1.2. If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.
- 7.2. After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were met and how much Performance Incentive Payments were earned by the Contractor.
 - 7.2.1. The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor must have disputed that result based on the Reporting Period Status Report.
- 7.3. Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.
- 7.4. Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.
 - 7.4.1. If unusual circumstances have delayed the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution.
- 7.5. The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.
- 7.6. The Contractor will have the opportunity to dispute the Status Report results as defined in section 8, Dispute Resolution.

8. DISPUTE RESOLUTION

- 8.1. Opportunity and Timeframe for Dispute Resolution
 - 8.1.1. In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.
 - 8.1.1.1.1. The final Status Report cannot be disputed per section 7.2.1.
 - 8.1.1.2. The Contractor will have ten (10) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.
 - 8.1.1.3. If the Contractor fails to dispute the Reporting Period Status Report within ten (10) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.
- 8.2. Allowable Disputes
 - 8.2.1. The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:
 - 8.2.1.1. The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.

- 8.2.1.2. The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.
- 8.2.1.3. The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will be utilized to determine compliance with a Performance Incentive Standard.
 - 8.2.1.3.1. The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data actually conflicts with the Department's data.
 - 8.2.1.3.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.
- 8.2.2. The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.

8.3. Nonallowable Disputes

- 8.3.1. The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
 - 8.3.1.1. The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
 - 8.3.1.2. The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.
 - 8.3.1.3. The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
 - 8.3.1.4. The Department's final determination of the Contractor's exemption request(s) for the Eligibility Performance Incentive Standard.
- 8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

9. COMPENSATION

9.1. Compensation

9.1.1. Performance Incentive Payment

- 9.1.1.1. The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:
 - 9.1.1.1.1. The Department shall pay the Contractor an Eligibility Performance Incentive Payment and an Exceptional Eligibility Performance Incentive Payment, if applicable, as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

- 9.1.1.1.2. The Department shall pay the Contractor a Training and Quality Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.3. The Department shall pay the Contractor a Cybersecurity Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.4. The Department shall pay the Contractor a Continuous Eligibility Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.2. Remaining Funds Incentive Pool Payment
 - 9.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.
 - 9.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:
 - 9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.
 - 9.1.2.1.1.2. Each of the base Performance Incentive Payments from the Training and Quality Performance Incentive Standard, the Cybersecurity Performance Incentive Standard and the Continuous Eligibility Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.
 - 9.1.2.1.1.2.1. The Contractor shall be eligible for Remaining Funds Incentive Pool payments for the Eligibility Performance Incentive Standard only if the Contractor was in compliance with the Exceptional Eligibility Performance Incentive Standard.
 - 9.1.2.1.2. If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.
 - 9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:
 - 9.1.2.2.1. The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
 - 9.1.2.2.2. Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.
 - 9.1.2.2.3. The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.
- 9.2. Payment Procedures
 - 9.2.1. The Contractor shall receive Performance Incentive Payments for each Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

- 9.2.1.1. If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.
- 9.2.2. Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period or fiscal year.
- 9.2.3. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.
- 9.2.3.1. The Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).
- 9.2.4. The Department may use any unearned Second Reporting Period Performance Incentive Payments during the county administration close out process.

EXHIBIT B, RATES

SFY 2020-21 Incentives Payment Table

Incentive Payment Name	% of Funding	Payment Amount
Eligibility Performance Incentive Payment	15%	\$2,776.45
Exceptional Eligibility Performance Incentive Payment	5%	\$925.48
Continuous Eligibility Performance Incentive Payment	20%	\$3,701.93
Training and Quality Performance Incentive Payment	30%	\$5,552.90
Cybersecurity Performance Incentive Payment	30%	\$5,552.90
Total Maximum Available for all Performance Incentive Payments		\$18,509.67

EXHIBIT C, SMALL, MEDIUM AND LARGE COUNTY LIST

The below categorizes counties as small, medium and large for purposes of qualification of exemptions for timeliness and/or backlog incentives.

Small

Archuleta	Grand	Phillips
Baca	Gunnison	Pitkin
Bent	Hinsdale	Rio Blanco
Cheyenne	Jackson	Routt
Clear Creek	Kiowa	San Juan
Costilla	Kit Carson	San Miguel
Crowley	Lake	Sedgwick
Custer	Lincoln	Summit
Dolores	Mineral	Washington
Elbert	Ouray	Yuma
Gilpin	Park	

Medium

Alamosa	Garfield	Morgan
Broomfield	Huerfano	Otero
Chaffee	La Plata	Prowers
Conejos	Las Animas	Rio Grande
Delta	Logan	Saguache
Douglas	Moffat	Teller
Eagle	Montezuma	
Fremont	Montrose	

Large

Adams
Arapahoe
Boulder
Denver
El Paso
Jefferson
Larimer
Mesa
Pueblo
Weld

Exhibit D, Sample Option Letter

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	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	Option Contract Number Insert CMS number or Other Contract Number of this Option
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	Contract Performance Beginning Date Month Day, Year
Total for All State Fiscal Years \$0.00	Current Contract Expiration Date Month Day, Year

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

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

3. OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

<p>STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE</p> <p>_____ By: Name & Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: _____</p>
---	--

Contract Number	
P&C Specialist	

Executive Director Contract Summary

Program Contact	Joshua Montoya	Phone Ext	303-866-2403
ELT Member	Rachel Reiter	Type of Procurement	Contract
Contractor Name	County departments of human/social services		
Summary of Services Provided	<p>Through this Contract, county departments of human/social services are held accountable through performance-based benchmarks and deliverable:</p> <ul style="list-style-type: none"> • Eligibility Performance: timeliness of determinations and redeterminations, timeliness of LTSS determinations and redeterminations, backlogged determinations and redeterminations, timeliness of case maintenance and disenrollment; • Training and Quality: minimum amount of training hours, including audit trainings, and quality data review meetings; • Cybersecurity: Remediation Plans for the Colorado Information Security Policies; • Continuous Eligibility: ensuring 90% of cases requiring redetermination or documentation completed within 90 calendar days of end of COVID public health emergency 		
Total Contract Amount (Include all SFYs)	\$5,744,717.00 (split across all 64 counties)		
For Amendments and Option Letters Only			
Modification Amount (the amount being added to the Contract in this modification)			
Key Modifications (What is changing in this modification)			

(/)

Home HCPF-Home (/Pages/Home.aspx) / eClearance

eClearance Documents (https://cohcpf.sharepoint.com/eClearance/eClearanceDocuments) Updated - FY 20-21 New Contract - Intergovernmental Agreement - County Incentives Program

Document Set Properties

Instructions

1. Open and review documents - use Ctrl + click to open each document
2. Click on "Edit Properties" on the left side of this page to approve or not
3. Save

Updated - FY 20-21 New Contract - Intergovernmental Agreement - County Incentives Program

The purpose of this Contract is to create performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities.

ClearanceType Contracts (Program Approvals After P&C R (https://cohcpf.sharepoint.com/eClearance/PageType=4&ListId={58d5a54a-ff6d-49985cf991a436ec}&ID=15&RootFolder=*))

Originating Division Policy Communications and Administrator

Primary Contact Mulatu, Rahem (/eClearance/_layouts/15/u

eClearance Status Complete

View All Properties
Edit Properties

Workflow History

Title	Activity	Con
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=70296)	Sent to 1: Montoya, Joshua	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=70372)	Approved	Few edit Gre
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=70373)	Sent to 2: Geduldig, Sarah	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=70402)	Approved	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=70403)	Sent to 3: Reiter, Rachel	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=70797)	Approved	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=70798)	Sent to 4: Massey, Tom	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=70972)	Approved	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=70973)	Sent to 5: Severn, Nichola...	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=71026)	Approved	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceapprovalsWorkflow Log/DispForm.aspx?ID=71027)	All complete	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceApproverWorkflow Log/DispForm.aspx?ID=71131)	Sent to 6: Bimestefer, Kim	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=71284)	Approved	
Updated - FY 20-21 New Contract - I... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceapprovalsWorkflow Log/DispForm.aspx?ID=71285)	All complete	

New Upload Sync Share More

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Name	Created By	Primary
HCPF 20-21 Contract Checklist (6-4-2020) (/eClearance/eClearanceDocuments/Updated - FY 20-21 New Contract - Intergovernmental Agreement - County Incentives Program/HCPF 20-21 Contract Checklist (6-4-2020).docx)	Mulatu, Rahem (/eClearance/_layouts/15/userdisp.aspx?ID=1754)	
County Incentives Intergovernmental Agreement - Final (6-4-2020) (/eClearance/eClearanceDocuments/Updated - FY 20-21 New Contract - Intergovernmental Agreement - County Incentives Program/County Incentives Intergovernmental Agreement - Final (6-4-2020).docx)	Mulatu, Rahem (/eClearance/_layouts/15/userdisp.aspx?ID=1754)	
Executive Director Contract Summary (/eClearance/eClearanceDocuments/Updated - FY 20-21 New Contract - Intergovernmental Agreement - County Incentives Program/Executive Director Contract Summary.docx)	Mulatu, Rahem (/eClearance/_layouts/15/userdisp.aspx?ID=1754)	

DEPARTMENT VALUES

Person-Centeredness • Accountability • Continuous Improvement • Employee Engagement • Integrity • Transparency

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment; Option Letter #1; 2024*0031; Healt

Action Requested: Discussion

Parties to the Agreement: Colorado Department of Public Health and Environment

Term Begins: 07/01/2023

Term Ends:

Grant Contract #: 2024*0031 Option Letter 1

Summary:

In accordance with Section 2C of the Original Main Task Order Contract referenced above, the State hereby exercises its option for an additional term, beginning July 1, 2025, and ending on the current

Fiscal Impact:

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\LHalligan

Discharge Date: 6/23/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/23/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/23/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/26/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/1/2025

**STATE OF COLORADO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
OPTION LETTER #1**

State Agency: Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Original Contract Number: 2024*0031 Main Task Order Contract Number: 23 FAA 00023
Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333	Option Letter Contract Number: 2026*0107 Option Letter #1
Contract Performance Beginning Date: July 1, 2023	Current Contract Expiration Date: June 30, 2026

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2024*0031	\$8,495.00	\$23,976.00	\$0.00	07/01/2023-06/30/2024	\$32,471.00
Contract Amendment #1	2024*0031 Amendment #1	\$13,921.00	\$0.00	\$0.00	11/08/2023-06/30/2024	\$13,921.00
Contract Amendment #2	2025*0026 Amendment #2	\$17,968.00	\$20,947.00	\$0.00	07/01/2024-06/30/2025	\$38,915.00
Contract Option Letter #1	2026*0107 Option Letter #1	\$0.00	\$16,328.00	\$0.00	07/01/2025-06/30/2026	\$16,328.00
Current Contract Maximum Cumulative Amount						\$101,635.00

- 1. OPTIONS:**
 - A. Option to extend for an Extension Term
 - B. Option to change the quantity of Services under the Contract

2. REQUIRED PROVISIONS:

- A. In accordance with Section 2C of the Original Main Task Order Contract referenced above, the State hereby exercises its option for an additional term, beginning **July 1, 2025**, and ending on the current contract expiration date shown above, at the rates stated in the Original Task Order Contract, as amended for the following reason: to renew immunization core activities for fiscal year 2026.
- B. In accordance with Section 5Bv of the Original Main Task Order Contract referenced above, the State hereby exercises its option to increase the quantity of the services at the rates stated in the Original Task Order Contract, as amended. Exhibit C – Budget, is deleted and replaced in its entirety with Exhibit C – Budget, attached to this Option Letter, for the following reason: to issue the fiscal year 2026 Budget.
- C. The Contract Maximum Amount table on the Contract’s Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or **July 1, 2025**, whichever is later.

<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by:  _____ <small>2C13912416524B1...</small> By: Signature</p> <p>Chelsea Gilbertson _____ Name of Executive Director Delegate</p> <p>Procurement & Contracts Section _____ Title of Executive Director Delegate</p> <p>Date: <u>2025-05-30</u></p>	<p style="text-align: center;">In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by:  _____ <small>73365F4A4A084BC...</small> By: Signature</p> <p>Kurt Williams _____ Name of State Controller Delegate</p> <p>Controller _____ Title of State Controller Delegate</p> <p>Option Effective Date: <u>2025-06-17</u></p>
---	---

To Original Contract Number: 2024*0031	
Option Letter Contract Number: 2026*0107 Option Letter #1	
Immunization Core Activities: Gunnison County Department of Health and Human Services	
State Funds	\$16,328.00
Total Amount	\$16,328.00

CONTRACT AMENDMENT #2**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Original Contract Number: 2024*0031
Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333	Amendment Contract Number: 2025*0026 Amendment #2
Contract Performance Beginning Date: July 1, 2023	Current Contract Expiration Date: June 30, 2025
CONTRACT MAXIMUM AMOUNT TABLE	

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2024*0031	\$8,495.00	\$23,976.00	\$0.00	07/01/2023- 06/30/2024	\$32,471.00
Contract Amendment #1	2024*0031 Amendment #1	\$13,921.00	\$0.00	\$0.00	10/20/2023 06/30/2024	\$13,921.00
Contract Amendment #2	2025*0026 Amendment #2	\$17,968.00	\$20,947.00	\$0.00	07/01/2024 06/30/2025	\$38,915.00
Current Contract Maximum Cumulative Amount						\$85,307.00

SIGNATURE PAGE

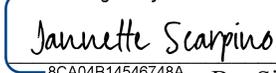
THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p align="center">CONTRACTOR</p> <p align="center">Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <p>DocuSigned by:  D9072877079D4CD... By: Signature</p> <p>Jonathan D. Houck _____ Name of Person Signing for Contractor</p> <p>Chair-Gunnison County BOCC _____ Title of Person Signing for Contractor</p> <p>Date: 2024-06-24 _____</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by:  2C13912418524B1... By: Signature</p> <p>Chelsea Gilbertson _____ Name of Executive Director Delegate</p> <p>Procurement & Contracts Section _____ Title of Executive Director Delegate</p> <p>Date: 2024-06-24 _____</p>
---	---

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

8CA04B14546748A... By: Signature

Jannette Scarpino

Name of State Controller Delegate

Chief Financial officer

Title of State Controller Delegate

Amendment Effective Date: 2024-06-25

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

A. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 1, 2024**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2025**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to reduce and eliminate vaccine preventable diseases in Colorado by increasing and maintaining immunization coverage. Local public health agencies will provide core immunization services, according to established best practices and standards, to improve the health of individuals and communities.

The Parties now desire to renew for an additional term and change the current Contract Maximum Total for the following reason: to issue the fiscal year 2025 Statement of Work, Budget and Federal Provisions.

5. MODIFICATIONS

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

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Cover Page for this Amendment.
- B. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- C. The Parties now agree to modify Exhibit B – Statement of Work of the agreement. Exhibit B – Statement of Work is deleted and replaced in its entirety with Exhibit B- Statement of Work, attached to this Amendment for the following reason: to issue the fiscal year 2025 Statement of Work.

- D. The Parties now agree to modify Exhibit C - Budget of the agreement. Exhibit C - Budget is deleted and replaced in its entirety with Exhibit C - Budget, attached to this Amendment for the following reason: to issue the fiscal year 2025 Budget.
- E. The Parties now agree to modify Exhibit D- Federal Provisions of the agreement. Exhibit D – Federal Provisions is deleted and replaced in its entirety with Exhibit D- Federal Provisions, attached to this Amendment for the following reason: to reflect changes to the Federal Provisions for fiscal year 2025.

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.

CONTRACT AMENDMENT #1**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Original Contract Number: 2024*0031
Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333	Amendment Contract Number: 2024*0031 Amendment #1
Contract Performance Beginning Date: July 1, 2023	Current Contract Expiration Date: June 30, 2024
CONTRACT MAXIMUM AMOUNT TABLE	

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2024*0031	\$8,495.00	\$23,976.00	\$0.00	07/01/2023-06/30/2024	\$32,471.00
Amendment #1	2024*0031	\$13,921.00	\$0.00	\$0.00	10/20/2023-06/30/2024	\$13,921.00
Current Contract Maximum Cumulative Amount						\$46,392.00

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

1. PROJECT DESCRIPTION

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

2. PAYMENT

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

3. PERFORMANCE PERIOD

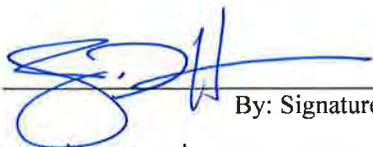
Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller or **July 1, 2023**, whichever is later.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p align="center">CONTRACTOR</p> <p>Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <p> _____ By: Signature Jonathan Houck _____ Name of Person Signing for Contractor Chair, Gunnison Board of County Commissioners _____ Title of Person Signing for Contractor Date: <u>May 2, 2023</u></p>	<p align="center">STATE OF COLORADO</p> <p align="center">Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>_____ By: Signature _____ Name of Executive Director Delegate _____ Title of Executive Director Delegate Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>_____ By: Signature _____ Name of State Controller Delegate _____ Title of State Controller Delegate Effective Date: _____</p>	

--Signature Page End--

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <p>DocuSigned by:  D9072877079D4CD... By: Signature</p> <p>Jonathan D. Houck Name of Person Signing for Contractor</p> <p>Chair-Gunnison County BOCC Title of Person Signing for Contractor</p> <p>Date: 2023-05-04</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by:  2EDF870A1A7D4FC... By: Signature</p> <p>Lisa McGovern Name of Executive Director Delegate</p> <p>Procurement & Contracts Section Director ft Title of Executive Director Delegate</p> <p>Date: 2023-05-04</p>
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In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

8CA04B14546748A...
By: Signature

Jannette Scarpino
Name of State Controller Delegate

Chief Financial officer
Title of State Controller Delegate

Effective Date: 2023-05-04

--Signature Page End--

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated 04/25/2022 Task Order Routing Number: 23 FAA 00023

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

1. **Invoicing Provisions:**

CDPHE will provide quarterly payments to the Contractor.

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

2. **Time Limit For Acceptance Of Deliverables:**

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

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

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

STATEMENT OF WORK
To Original Contract Number: 2024*0031

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

I. Entity Name: Gunnison County Department of Health and Human Services

II. Project Description: This project serves to maintain immunization awareness and increase vaccination rates in Colorado. Local public health agencies will assure core immunization services, according to established best practices and standards, to improve the health of individuals and communities. The Colorado Department of Public Health and Environment (CDPHE) is funded by the Centers for Disease Control and Prevention (CDC) to address potentially life-threatening diseases and reduce risk. The project supports Local Public Health Agencies (LPHAs) through the Vaccines for Children (VFC) program, and creates a coordinated infrastructure to align with national immunization standards. The project supplies Section 317 vaccines at no cost to remove the financial barrier for adults without insurance. The project counters anti-vaccination attitudes and beliefs by engaging the community, and delivering education in the service area. The project encourages healthcare providers and school-based settings to use the Colorado Immunization Information System (CIIS), and to contribute to the centralized system by entering data. The project is intended to convene the public and health professionals, reduce mortality and morbidity rates caused by vaccine-preventable diseases, and protect the health of Coloradans.

III. Definitions:

1. ACIP: Advisory Committee on Immunization Practices
2. CALPHO: Colorado Association of Local Public Health Officials
3. CCC: Child Care Centers as defined by *Colorado State Board of Health Rule 6 CCR 1009-2*
4. CCR: Code of Colorado Regulations
5. CDC: Centers for Disease Control and Prevention
6. CDPHE: Colorado Department of Public Health and Environment
7. CIB: Colorado Immunization Branch
8. CIIS: Colorado Immunization Information System
9. Core Immunization Services (Core Services): Basic and essential vaccination services provided within the LPHA's jurisdiction.
10. Deputization: The formal delegation of authority to provide VFC vaccines to eligible underinsured children from a participating FQHC or RHC to another VFC-enrolled provider; typically a local public health agency.
11. DTaP: Pediatric diphtheria, tetanus, and pertussis vaccine.
12. Evidence-based: Conscientious use of current scientific evidence and clinical expertise.
13. FAQ: Frequently Asked Questions
14. FQHC: Federally Qualified Health Center
15. Insured: A person who is covered by health insurance.
16. Jurisdiction: Power or right of a legal or political agency to exercise its authority over a person, subject matter, or territory.
17. LPHA: Local public health agency
18. MMR: Measles, mumps, and rubella vaccine.
19. MMR and DTaP database: An electronic, CDPHE tool that provides access to county-level measles, mumps, rubella, diphtheria, tetanus, and pertussis vaccine coverage data.
20. MOU: Memorandum of Understanding
21. RHC: Rural Health Center
22. School: As defined by the Colorado Board of Health rule 6 CCR 1009-2, all child care

EXHIBIT B

facilities licensed by the Colorado Department of Human Services including: child care centers, school-age child care center, preschools, day camps, resident camps, day treatment centers, family child care homes, foster care homes, and head start programs; public, private, or parochial kindergarten, elementary or secondary schools through grade twelve, or a college or university.

- 23. Section 317 Vaccine: Vaccine funding used to support infrastructure critical to vaccine program success including vaccine for: uninsured and underinsured adults, outbreak response and preparedness support.
- 24. VFC: Vaccines for Children
- 25. VPD: Vaccine-preventable disease
- 26. WIG: Wildly Important Goal - a current strategic priority of CDPHE

IV. Work Plan:

Goal #1: Reduce vaccine-preventable diseases in Colorado by increasing or maintaining immunization coverage.	
Objective #1: No later than the expiration of the contract, provide core immunization services intended to improve the health of individuals and communities.	
Primary Activity #1	The Contractor shall implement core immunization services within its jurisdiction.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall promote within the jurisdiction all ACIP-recommended vaccines available through the following distribution channels: <ol style="list-style-type: none"> a. VFC vaccines available through the VFC program for the eligible population served. b. Section 317 vaccines available through the Section 317 program for the eligible population served. c. Privately-purchased vaccines available for the eligible insured population served. 2. The Contractor shall assure immunizations are provided within the jurisdiction. 3. The Contractor shall screen patients for eligibility to receive publicly funded vaccine. 4. The Contractor shall send immunization data to CIIS for all immunizations administered by the agency within seven (7) days of vaccine administration. 5. The Contractor shall promote use of CIIS to providers and schools in the jurisdiction. 6. The Contractor shall review the county level Immunization Rates Report provided by CIB for the following information: <ol style="list-style-type: none"> a. Children 19-35 months of age no later than 30 days after distribution by CIB b. Adolescents 13-17 years of age no later than 30 days after distribution by CIB c. Compare to the <i>CDC National Immunization Surveys; Child and Teen</i> and CIIS-generated statewide rates provided by CIB in order to increase awareness of county versus state and national immunization rates within the 30 days that the rates report is distributed by the CIB. 7. The Contractor shall provide immunization subject matter expertise to the following: <ol style="list-style-type: none"> a. Decision makers b. Policy makers

	<ul style="list-style-type: none"> c. Health care providers d. The public <p>8. The Contractor shall meet with local stakeholders to implement a minimum of one (1) evidence-based strategy that is culturally and linguistically appropriate to reduce the following:</p> <ul style="list-style-type: none"> a. immunization disparities by race b. immunization disparities by ethnicity c. immunization disparities by socio-economic status d. immunization disparities by disability status <p>9. The Contractor shall promote informed vaccine decision making by educating a minimum of one (1) of the following:</p> <ul style="list-style-type: none"> a. consumers b. health care providers c. staff who administer immunizations d. policy makers <p>10. The Contractor shall address vaccine hesitancy by educating a minimum of one (1) of the following:</p> <ul style="list-style-type: none"> a. consumers b. health care providers c. staff who administer immunizations d. policy makers <p>11. The Contractor shall promote vaccine services availability by educating a minimum of one (1) of the following:</p> <ul style="list-style-type: none"> a. consumers b. healthcare providers c. staff who administer immunizations d. policy makers <p>12. The Contractor shall promote seasonal influenza vaccine to improve preparedness in the event of an influenza pandemic according to the following criteria:</p> <ul style="list-style-type: none"> a. The Contractor shall promote seasonal influenza vaccine with new organizations. b. The Contractor shall continue seasonal influenza vaccine coordination with existing organizations. c. The Contractor shall promote seasonal influenza vaccine with commercial sector organizations. <p>13. The Contractor shall maintain a deputization MOU with an FQHC/RHC.</p> <p>14. The Contractor shall deliver information to schools and CCCs about the <i>Colorado State Board of Health Rule 6 CCR 1009-2</i> annual reporting requirement.</p> <ul style="list-style-type: none"> a. The Contractor shall follow up with schools who fail to report data. b. The Contractor shall follow up with CCCs who fail to report data. <p>15. The Contractor shall support a network of VFC providers.</p> <ul style="list-style-type: none"> a. The Contractor shall perform ongoing recruitment of new VFC providers. b. The Contractor shall educate current VFC providers about the VFC program requirements.
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EXHIBIT B

	<p>16. The Contractor shall implement core immunization services in response to cases of VPD in the jurisdiction.</p> <p>17. The Contractor shall maintain staff readiness for a VPD outbreak.</p> <p>18. The Contractor shall participate in CIB Immunization calls for up-to-date information.</p> <p style="padding-left: 40px;">a. The Contractor shall listen to the audio recording of the call provided by the CIB within 30 days when the Contractor is unable to attend the call.</p> <p>19. The Contractor shall attend a minimum of one (1) immunization-related training or conference.</p>
Objective #2: No later than the expiration of the contract, implement evidence-based strategies to improve immunization rates in populations identified as underimmunized.	
Primary Activity #1	The Contractor shall utilize immunization strategies to address strategic priorities.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall utilize immunization strategies to address underimmunization in populations. 2. The Contractor shall review the list of strategies from <i>Strategies to improve Colorado vaccination rates</i> (in Standards and Requirements section). 3. The Contractor shall plan local activities to use evidence-based strategies that are culturally and linguistically appropriate to increase immunization rates with the following: <ol style="list-style-type: none"> a. Health care providers b. Pharmacists c. Long-term care facility staff d. Infection control specialists e. School officials f. The public
Standards and Requirements	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall use the final results of the <i>CDC National Immunization Surveys; Child and Teen</i> and CIIS-generated statewide rates provided by CIB via email communication in order to increase awareness of county versus state and national immunization rates. 3. The Contractor shall comply with the requirements for entering/submitting immunization data into CIIS as agreed to in the <i>CIIS Letter of Agreement</i> found within the online CIIS Resource Center located on the following website, https://www.cophr.com/emrlogin.asp. The content of this website is incorporated and made part of this contract by reference. 4. The Contractor shall comply with the ACIP recommendations for vaccine administration located on the following website, http://www.cdc.gov/vaccines/acip/index.html. The content of this website is incorporated and made part of this contract by reference. 5. The Contractor shall promote compliance with school immunization rules within the <i>Colorado State Board of Health Rule 6 CCR 1009-2</i> located on

	<p>the following website, https://drive.google.com/file/d/1IUWIH39hkuiXaIg4bcPOp7WoNdEw-TQC/view. This document establishes immunization standards and is incorporated and made part of this contract by reference.</p> <ol style="list-style-type: none"> 6. The Contractor shall create a login to access the school and childcare immunization data for the Contractor's jurisdiction located on the following website, Colorado Health Informatics Data Systems. The content of this website is incorporated and made part of this contract by reference. 7. The Contractor shall maintain a signed VFC recertification agreement when providing VFC vaccines for the jurisdiction. 8. The Contractor shall provide signed VFC recertification packet and agreements via the following website when providing VFC vaccines for the jurisdiction: https://fs9.formsite.com/ColoradoIMMprogram/2023RecertForm/index.html . This information is incorporated and made part of this contract by reference. 9. The Contractor shall comply with the requirements for utilizing VFC vaccine agreed to in the VFC recertification agreement packet provided by CIB when providing VFC vaccines for the jurisdiction. 10. The Contractor shall comply with the eligibility requirements for utilizing Section 317 vaccine as provided by CIB policy and via email when providing 317 vaccines for the jurisdiction. 11. The Contractor shall review and use a minimum of one (1) evidence-based strategy to reduce coverage disparities by race, ethnicity, socio-economic status, and/or disability status from <i>Strategies to improve Colorado vaccination rates</i> located on the following website, https://drive.google.com/file/d/1dYyouAyuWmrzS1P8RQ7ZPI0uryuKfcC-5/view?usp=sharing The content of this website is incorporated and made part of this contract by reference. 12. The Contractor shall use deputization MOU guidance as provided by CIB via email. 13. CDPHE will provide programmatic technical assistance to the Contractor, upon request. 14. The Contractor shall complete an electronic quarterly progress report using the <i>FY24 Immunization Core Services Quarterly Progress Report</i>, via the following website, https://fs9.formsite.com/ColoradoIMMprogram/FY24_LPHA/index.html The content of this website is incorporated and made part of this contract by reference. 15. The Contractor shall complete the final electronic quarterly progress report as a non-reimbursable deliverable. 16. The content of this website is incorporated and made part of this contract by reference.
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EXHIBIT B

	<p>17. The Contractor shall utilize strategies of <i>CALPHO and CDPHE's Colorado Public Health System Transformation: Core Public Health Services Needs Assessment Report. Jan 2020</i> located on the following website, https://drive.google.com/file/d/13WfziCLLym01ZcFsW_fke8W4MjRbxL8r/vie w?usp=sharing. This document establishes immunization standards and is incorporated and made part of this contract by reference.</p> <p>18. The Contractor shall access the MMR and DTaP Dashboard to track immunization coverage in their jurisdiction. The content of this website is incorporated and made part of this contract by reference.</p> <p>19. The Contractor shall strive to meet immunization targets for the jurisdiction set by the CIB to attain a WIG.</p> <p>20. CDPHE will provide each jurisdiction's immunization targets via email within 90 days of the execution of the contract.</p> <p>21. The CIB will maintain the LPHA Core Immunization Services FAQ document to address questions regarding this project. The content of this website is incorporated and made part of this contract by reference.</p> <p>22. The Contractor shall utilize immunization strategies to address underimmunization in populations as defined by CDPHE.</p> <p>23. The Contractor shall review a list of strategies from Strategies to improve Colorado vaccination rates. The content of this website is incorporated and made part of this contract by reference.</p> <p>24. The Contractor shall complete the electronic quarterly progress report due in July as a non-reimbursable Deliverable.</p>
<p>Expected Results of Activity(s)</p>	<ol style="list-style-type: none"> 1. Immunizations are offered within the Contractor's jurisdiction. 2. Immunizations are promoted within the Contractor's jurisdiction. 3. Immunizations are administered within the Contractor's jurisdiction.
<p>Measurement of Expected Results</p>	<ol style="list-style-type: none"> 1. Data contained in the Immunization Rates Report. 2. Data contained in the CDPHE MMR and DTaP Dashboard. 3. Data contained in quarterly progress reports.
	<p>Completion Date</p>
<p>Deliverables</p>	<ol style="list-style-type: none"> 1. For Contractors providing VFC vaccines, the Contractor shall electronically submit signed VFC recertification packet and agreements.
	<ol style="list-style-type: none"> 2. The Contractor shall submit an electronic quarterly progress report using the <i>Immunization Core Services Quarterly Progress Report</i>.

EXHIBIT B

	3. The Contractor shall submit immunization data for all immunizations administered by the Contractor’s agency to CIIS.	No later than seven (7) days following vaccine administration
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V. Monitoring:

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

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

EXHIBIT C

To Original Contract Number: 2024*0031	
Original Budget	
Immunization Core Activities - Gunnison	
Federal Funds	\$8,495.00
State Funds	\$23,976.00
Total Amount	\$32,471.00

Exhibit D

Federal Provisions - CDC-RFA-IP19-1901 Immunization and Vaccines for Children

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

1) **Federal Award Identification.**

- a. Subrecipient: **Gunnison County Department of Health and Human Services**
- b. Subrecipient Unique Entity Identification Number:
 - **SAM Unique Entity ID (UEI): NSN9FAGKEDJ9**
- c. The Federal Award Identification Number (FAIN) is **NH23IP922600**
- d. The Federal award date is **TBD**.
- e. The subaward period of performance start date is **07/01/2022** and end date is **06/30/2023**.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
7/1/2022 - 6/30/2024	\$139,964,501.00	\$6,215,817.00

- g. Federal award title of project or program: **Immunization and Vaccines for Children.**
- h. The name of the Federal awarding agency is: **The Department of Health and Human Services – Centers for Disease Control and Prevention** and the contact information for the awarding official is **Hilary Oliphant, 4770 Buford Highway, Chamblee, GA 30341, 770-433-3973**; the name of the pass-through entity is the **State of Colorado, Department of Public Health and Environment (CDPHE)**, and the contact information for the CDPHE official is **Heather Roth, 4300 Cherry Creek Drive South, A-3, Denver, Colorado 80246 303-692-2289**.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is **# 93.268** and the grant name is **Immunization and Vaccines for Children**.
- j. This award **is not** for research & development.
- k. Subrecipient **is not** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

- 2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.
- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");

- c. when required by Federal program legislation, the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
- e. the “Americans with Disabilities Act” (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
- f. when applicable, the Contractor shall comply with the provisions of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule);
- g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
- h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
- i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
- n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
- o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

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

15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

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

EXHIBIT END

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Funding Agreement; Gunnison County Metropolitan Re

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Met Rec

Term Begins:

Term Ends:

Grant Contract #:

Summary:

GCSAPP grant for youth summer programming scholarships from Met Rec.

Fiscal Impact:

Submitted by: Emily Mirza

Submitter's Email Address: emirza@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\LHalligan

Discharge Date: 6/24/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/25/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/25/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/26/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/1/2025

FUNDING AGREEMENT

This Funding Agreement (“Agreement”) is made and entered into by and between the Gunnison County Metropolitan Recreation District, a quasi-municipal corporation and political subdivision of the State of Colorado (“District”) and Gunnison County, a government agency and political subdivision of the State of Colorado (“Grantee”), effective as of the date on which the District and Grantee have both executed this Agreement.

RECITALS

A. The District is a Colorado Special District organized pursuant to § 32-1-101, *et seq.*, C.R.S. to provide television relay and translation services and park and recreation services and facilities within its jurisdictional boundaries, as further set forth in the District’s Amended Service Plan.

B. To further the District’s public purpose to promote the health, safety, prosperity, security, and general welfare of the constituents of the District, the District provides funding to certain non-profit and governmental entities that desire to provide specific park and recreation services and/or facilities for public purposes to the benefit of the District and its constituents.

C. Grantee proposes to perform the project described in **EXHIBIT A** (the “Approved Grant Application”), attached hereto and incorporated herein by this reference (a “Grant Project”), and has made an application to the District for financial assistance. If a Grant Project Application requests funding over multiple years (a “Multi-Year Project”), subsequent funding is subject to annual appropriations and requires annual reporting and annual requests for funding.

D. The Board of Directors of the District (the “Board”) hereby finds and determines that the Grant Project furthers the public purpose of the District and serves a public purpose that promotes the health, safety, prosperity, security, and general welfare of the constituents of the District, and the Board desires to award a grant for purposes of implementing the Grant Project, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and obligations contained in this Agreement, the District and Grantee agree as follows:

1. Grant; Grant Project.

1.1 The public purpose of the grant is to implement the Grant Project to benefit the constituents of the District, as further described in the Approved Grant Application. Any changes to the grant’s purposes shall be authorized in advance by the District in writing. Grantee agrees to use all grant funds exclusively for implementing the Grant Project.

1.2 Grantee's estimate of the Grant Project's total cost is set forth in the Approved Grant Application.

1.3 If not included in the Approved Grant Application, Grantee shall prepare and attach to this Agreement an itemized budget. For Multi-Year Projects, the budget shall be annual for the Grant Period (as defined below).

1.4 The grant amount awarded to Grantee by the District for the current fiscal year is \$ 10,000.00.

1.5 Grant payments will be made as follows: (1) in one lump-sum payment upon execution of this Agreement by the parties and submission and approval of a Request for Payment in accordance with Section 2; or (2) for Multi-Year Projects, a new Request for Payment must be submitted and approved for each fiscal year, subject to Section 1.6 below.

1.6 Grantee shall commence the Grant Project no later than 6/1/2025 and complete the Grant Project no later than 4/31/2026 (the "Grant Period").

1.7 Grantee understands and agrees that (1) the grant funds have been appropriated by the Board from the District's current budget; (2) the District's budget must be approved each year; (3) for Multi-Year Projects, the District cannot and does not guarantee that (a) the grant funds will be available under future budgets or (b) that a future Board will appropriate the grant funds in the future.

1.8 Grantee shall be responsible for obtaining any and all rights, permits, licenses, interests, and governmental approvals necessary to implement the Grant Project.

2. Requests for Payment.

2.1 Funding requests (each "Request for Payment") shall be submitted on the form attached hereto as **EXHIBIT B**, and shall include the following:

2.1.1. An itemized budget (Grantee may reattach the itemized budget prepared for the grant application or if it has changed, please attach the new budget) for expenditures on the Grant Project to be paid for with grant funds.

2.1.2. A representation and warranty by Grantee that such amounts will be paid with the grant funds advanced to Grantee by the District.

2.1.3. A representation and warranty by Grantee that all work on the Grant Project will be completed in a good and workmanlike manner and in accordance with the Approved Grant Application.

2.1.4. A Certificate of Insurance meeting the requirements of Section 5.4 below.

2.2 After review of the Request for Payment, the District may:

2.2.1. Require such additional documentation as the District deems necessary; and/or

2.2.2. In the District's sole discretion, adjust the amount of grant funds paid to Grantee based on the information contained in the Request for Payment and the District's satisfaction with such information.

2.3 The District shall disburse the grant funds, or so much thereof as is approved, within thirty (30) days after approval of the Request for Payment by the District.

3. Recordkeeping. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records for at least four (4) years after the grant funds are fully expended ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the District during normal business hours as the District may request at any time during the Maintenance Period.

3.1 Within 30 days following completion of the Grant Project, Grantee shall submit a grant project completion report (a "Grant Project Completion Report") on the form attached as **Exhibit C** to the District via email at admin@gcmetrec.com:

3.1.1. An itemized statement for actual expenditures on the Grant Project paid for by Grantee with grant funds.

3.1.2. Invoices for materials received and labor and services performed on the Grant Project and paid for by Grantee with grant funds.

3.1.3. A representation and warranty by Grantee that the Grant Project is complete and that all amounts due and payable for the Grant Project have been paid.

3.1.4. A representation and warranty by Grantee that all work done on the Grant Project has been, or will be, completed in a good and workmanlike manner and in accordance with Approved Grant Application.

3.1.5. Evidence of Grantee's public acknowledgment of the grant as required by Section 6.1 below.

3.1.6. If the grant is \$4,000.00 or more, the Grantee shall also post signage at the Grant Project location acknowledging the District's financial support for the Grant Project. The District will provide the signage and installation hardware, and the Grantee shall position the signage at a place readily visible to the public. Grantee must also email to the District at admin@gcmetrec.com a clear and distinct photograph of the posted sign within 30 days after receiving the signage.

3.2 For Multi-Year Projects that are not yet complete, Grantee shall submit to the District with each subsequent Request for Payment:

3.2.1. An itemized statement for expenditures so far on the Grant Project and invoices for materials received and labor and services performed on the Grant Project and paid for by Grantee with prior grant funds.

3.2.2. A representation and warranty by Grantee that all work done on the Grant Project has been, or will be, completed in a good and workmanlike manner and in accordance with the Approved Grant Application.

3.2.3. A Grant Project Completion Report for the period of time following the previous Request for Payment to the current submission.

3.3 Failure of Grantee to deliver to the District the records enumerated in Section 3.1 may be considered by the District when approving any future Grant Project, Request for Payment, or other funding request.

4. Representations. Grantee represents and warrants to the District that:

4.1 Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit described in section 170(c)(1) of the Code and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the District of any change in Grantee's tax status under the Code.

4.2 In no event will Grantee use any grant funds:

4.2.1. to carry on propaganda, or otherwise to attempt to influence legislation;

4.2.2. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or

4.2.3. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

4.3 Grantee will comply with all applicable laws and regulations.

5. Liability; Indemnity; Insurance; No Waiver of Immunity.

5.1 The District's sole involvement with the Grant Project is the award of this grant. The District shall have no responsibility or liability for, or control over, any aspect of the Grant Project, including without limitation its feasibility, implementation, operation, maintenance, repair, or replacement.

5.2 Grantee shall be responsible for the acts and omissions of Grantee and its employees, directors, officers, consultants, agents, and any other persons employed or retained on behalf of Grantee in connection with the Grant Project.

5.3 To the extent permitted by law, Grantee shall indemnify, defend and hold harmless the District and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities arising out of or related to the Grant Project or the acts or omissions of Grantee or its directors, officers, employees, agents or contractors in connection with this grant and any aspect of the Grant Project.

5.4 Grantee agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee’s operations. The District, its directors, officers and employees shall be endorsed as an “Additional Insured” under the liability insurance policy for both ongoing and completed performance and/or operations for a period of two (2) years following the completion of the Grant Project, unless waived by the District in writing.

5.5 The District and Grantee are relying on and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to the District or its officers or employees, or the Grantee or its officers or employees.

6. Publicity.

6.1 The Grantee shall publicly acknowledge receipt of the grant in at least one of the following ways: (*check the option(s) selected*)

Acknowledge the District’s support for the Grant Project on Grantee’s website with the District’s logo;

Acknowledge the District’s support for the Grant Project on Grantee’s newsletter with the District’s logo;

Acknowledge the District’s support for the Grant Project in a letter to a local newspaper;

Acknowledge the District’s support for the Grant Project in a social media post on a widely used platform such as Facebook or Instagram; or

Acknowledge the District’s support for the Grant Project in the following manner:

6.2 Grantee agrees that the District may publicize the Grant Project, including, without limitation, sharing photographs and information regarding costs and participants, to educate the public about the District's grant program and its benefits to the community.

7. Authorized Representatives.

7.1 The District hereby designates the Executive Director as its representative who shall make, within the scope of their authority, all necessary decisions with reference to this Agreement. All communication with the District regarding this grant shall be directed to:

Administrative Coordinator
PO Box 1369
Gunnison, CO 81230
Telephone: (970) 641-8725
admin@gcmetrec.com

7.2 Grantee hereby designates the individual identified below as its representative who shall make, within the scope of his or her authority, all necessary decisions with reference to this Agreement. All communication with the Grantee regarding this grant shall be directed to:

Name: Emily Mirza
Title: GCSAPP Program Manager
Address: 200 E. Virginia Ave, Gunnison CO 81230
Phone: 970-642-7396
Email: emirza@gunnisoncounty.org

8. Repayment. Grantee agrees to repay the District any portion of the grant funds that (a) are not used for the Grant Project, or (b) are unexpended at the expiration of the Grant Period. In the event Grantee has been unable to complete the Grant Project within the Grant Period but is intending to do so with previously received funds, Grantee may submit a Grant Period Extension Request on the form attached as **Exhibit D**, which request may be approved or denied in the District's sole discretion. In addition, the District may discontinue any further payments to Grantee and may direct Grantee to repay any unexpended grant funds to the District if Grantee fails to comply with the terms and conditions of this Agreement.

9. Miscellaneous.

9.1 Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference into this Agreement.

9.2 Assignment. The Agreement involves the grant of public money for specific public purposes. Consequently, Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the District's prior written approval, which may be granted or withheld in the District's sole discretion.

9.3 Binding Effect. This writing constitutes the entire agreement between the parties with respect to the grant and shall be binding upon the parties, their officers, employees, agents and assigns and shall inure to the benefit of the parties' respective survivors, heirs, personal representatives, successors and permitted assigns.

9.4 No Partnership or Joint Venture. This Agreement does not create and shall not be interpreted or construed to create a partnership, joint venture, or agency relationship between the District and Grantee.

9.5 No Third-Party Beneficiaries. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement. It is the express intent of the parties to this Agreement that any person or entity receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

9.6 Notices. All notices required or appropriate pursuant to this Agreement shall be given in writing to the parties' designated representatives at the addresses stated in Section 7. Notices shall be deemed received upon hand delivery or three days after first class mailing thereof with return receipt requested or confirmed delivery of electronic mail.

9.7 Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

9.8 Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S.

IN WITNESS WHEREOF, the Parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions stated herein.

GUNNISON COUNTY METROPOLITAN
RECREATION DISTRICT



By: _____
Derrick Nehrenberg, Executive Director
Date: 06.23.25

Gunnison County, Colorado

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

APPROVED GRANT APPLICATION AND ITEMIZED BUDGET

[ATTACHED]

Timestamp

3/13/2025 8:56:01

Email Address

jjohnson@gunnisoncounty.org

Organization Name

Gunnison County Substance Abuse Prevention Project (GCSAPP)- Choice Pass

Organization Address:

200 E. Virginia Ave, Gunnison, CO 81230

Is your organization a municipality, government agency, or nonprofit?

Yes

Will the product of this grant application be available to the public?

Yes

Where is your organization based?

South Subdistrict

Contact person name:

Jordan Selk-Johnson

Contact person phone number:

970-641-7612

Contact person email address:

jjohnson@gunnisoncounty.org

Organizational website link

<https://www.choicepass.net/>

Your organization's vision:

The Choice Pass is a celebration of healthy choices for 6th through 12th grade youth. Students make a commitment to stay substance free and make healthy choices throughout the year. In return, local businesses of the community celebrate Choice Pass youth with 'perks'- or discounts. The biggest 'perks' being with our Key Partners that offer HUGE discounts, such as a discounted ski pass to Crested Butte Mountain Resort. Parents support their youth by having open, honest conversations about challenges adolescents face and attend a parent education

event. Gunnison County Substance Abuse Prevention Program (GSCAPP) brings professionals to support/bolster parenting skills on a wide range of topics. Choice Pass is a community program that promotes and celebrates healthy youth choices.

Your organization's mission:

The mission of GCSAPP is to utilize evidence-based strategies and community mobilization to reduce substance use by youth in Gunnison so youth can become healthy, stable and productively involved in their communities.

Who will direct your community project?

Jordan Selk-Johnson

Community grant title:

Summer Programming and Scholarships for 5th-12th Grade Youth

Location of your project.

Gunnison County

Expected start and completion dates for the project/program/service this grant would support:

run from June 2025-August 2025.

Project Description (20 Points): Provide a high-level description of the project you are proposing in this application. (50 words limit)

We request funding to expand recreational summer programming for 5th-12th graders. Expansion refers to the types and number of programmatic options, including upper elementary. GSCAPP will use funding to subsidize the cost of programming and offer scholarships.

MetRec Alignment (20 Points): If you were awarded a grant, describe how your project/program/service aligns with MetRec's stated recreation grant funding purpose. (50 words limit)

Summer programming is an opportunity for local youth to build inter and intra-personal skills through recreational activities that benefit their physical and psychological well-being, whilst building community. By expanding programs and offering scholarships, more youth can engage in positive recreational activities through the Gunnison Valley.

Community Need and Impact (20 Points): How did you engage the community to determine their need? Explain how your project addresses the need and the potential for sustained impact within the community. What specific need or issues does it aim to address? (200 words limit)

Gunnison Watershed School District will not offer summer experience, which served hundreds

of youth at both ends of the Valley in k-8 grades. In response, GCSAPP/Juvenile Services, Early Childhood Council, and other concerned non-profit and public family serving organizations collaborated to fill the need. The coalition increased many of the programs' capacities.

Annually, GCSAPP offers recreational summer programming for 6th-12th graders, benefiting youth in developing life, team building, and intrapersonal skills, while granting access to outdoor adventures. This year GCSAPP will expand programming, such as partnering with Parks & Rec to offer programming for 4-6th graders.

The coalition created a universal scholarship, which can be applied to any local summer program. The application was open 8 days due to current limited funding. In that short time 59 families, totaling 87 youth, requested funds totaling over \$34,000.

Increased programming benefits families who need not only childcare, but also grants opportunities for youth to explore the Valley, building numerous skills associated with recreational activities. Furthermore, research shows that youth who engage in prosocial activities are less likely to engage in risky behaviors such as substance use, thus further bolstering the health and wellbeing of local youth.

Innovative Impact (20 points) How does your project bring innovative solutions to address community needs? Discuss the project's potential for adaptability and its unique aspects compared to existing solutions. (200 words limit)

For several years, families relied heavily on the GWSD's summer experience which provided childcare at an affordable cost; as such, the need for hundreds of youth to have programming in summer experience's void is new. In the last several weeks we have experienced an amazing amount of community involvement and innovation to problem solve. On a tight timeline, we sought to understand the impact of the loss of summer experience on the community, what summer programs will be available, possibilities to increase available slots in program offerings, and possibilities for recruiting the summer programming workforce. Additionally, we held a Summer Programming Fair to showcase programmatic options and created a "quick guide" resource to consolidate information for parents.

Fortunately, in haste, project partners came together to bolster programming and to create a universal scholarship to ensure increased accessibility. A specific partnership is Juvenile Services staffing Gunnison Parks & Rec. summer programming for 4th-6th graders. This partnership increases the number of slots available and lowers programming cost since the County will pay its staff, instead of all staff funding coming from Parks & Rec.

If awarded MetRec funds, more families will have access to the summer programming of their choice.

Exhibit A

Budget (20 points): Provide a comprehensive, itemized budget for your project (see attachment list below). Explain, in narrative form, how MetRec funds will be spent. What percentage of the total project cost is your organization matching in cash? (200 words limit)

Funds received from MetRec will be used to provide scholarships for youth 5th-12th grade ranging between \$100-\$400 /child for programming of choice. Additionally, funds will be used to subsidize programming costs for 5th-12th graders.

As identified in the brief 8 days the scholarship application was open, there is a substantial financial need for summer programming (over \$34,000 asked for in scholarships). Those who demonstrate need will be awarded scholarships, with funds being paid directly to the program the child enrolls in.

In addition, funds will subsidize existing and new programming offered by Juvenile Services such Outdoor Youth Leadership, Climbing Club, Backpacking Camp, Wilderness First Aid, and more. Choice Pass youth will receive a larger discount although programming is open to all youth. Families can apply for scholarships to offset the highly subsidized costs. Annually, these programs cost Juvenile Services nearly \$13,000 with an additional \$18,750 in staffing costs. 85% of the program costs will be matched.

What population does your project serve? (50 words limit)

Summer programming will serve local families with youth in 5th-12th grade.

Total project cost: (Note, total project cost should be met by the total matching funds amount and MetRec grant request)

\$45,750

Total matching funds amount:

\$38,750

List the sources and amounts of matching funds (Note, the sources and amounts should equal your total matching funds amount):

\$3,500 – Daniels Fund

\$5,500 - El Pomar

\$3,000 - Town of Crested Butte

\$18,750 - Juvenile Services Staffing Funds

\$5,000 - Tony Grampsas Youth Services (pending)

\$3,000 - Youth Mental Health and Wellbeing Grant (pending)

Exhibit A

Are any of your matching funds unsecured at the time of your application submission? If so, how do you plan to raise the unsecured funds.

Yes, the \$8,000 from Tony Grampsas Youth Services and Youth Mental Health and Wellbeing Grant are both pending and award notifications will be shared in the spring. We would be \$5,000 short if we did not received both sources listed above. We are currently waiting to release a programming opportunity and some scholarships until we have secured all the funding. If all funds are awarded we will increase scholarship opportunities for youth.

Grant award request amount:

\$10,000

Exhibit A

GCSAPP Summer Programming 2025

Program Budget (06/01/25 -08/31/25)	Description	Cost
Summer Programming Operating Costs		
Scholarships	\$400 per scholarship x 35	\$14,000
Programming Costs	Costs to subsidize 5th-12th grade summer programming such a backpacking trips, leadership courses, art classes, wilderness first aid, climbing club, etc.	\$13,000
Summer Programming Staffing Costs		
Youth Advisor	\$25/hr. x 6wks x 25hr/wk.	\$3,750
Prevention Program Coordinator	\$40/hr. x 6wks x 25hr/wk.	\$6,000
SEL Coordinator	\$45/hr. x 3wks x 25hr/wk.	\$3,375
Health Education Specialist	\$35/hr. x 3wks x 25hr/wk.	\$2,625
FAST Coordinator	\$40/hr. x 3wks x 25hr/wk.	\$3,000
TOTAL		\$45,750

Income in Hand		
El Pomar	Youth advisor staffing, scholarships and programming	\$5,500
Daniel's Fund	Scholarships and programming	\$3,500
Town of Crested Butte	Programming	\$3,000
Juvenile Services Staffing Funding	Staffing costs	\$18,750
TOTAL		\$30,750

Income Pending (applied for and have not recived nofication if we were awarded)		
Youth Mental Health & Wellbeing Grant	Programming	\$3,000
Met Rec	Scholarships and programming costs	\$10,000
Toney Grampuses Youth Services Grant	Scholarships and programming costs	\$5,000
TOTAL		\$18,000

EXHIBIT B
REQUEST FOR PAYMENT FORM
[ATTACHED]



Gunnison County Metropolitan Recreation District

Request for Payment

Instructions: Please complete this form following execution of the Funding Agreement by the District and submit via e-mail to admin@gcmetrec.com. For Multi-Year Projects, this form must be completed each year until the Grants are completed. All undefined, capitalized terms used in this Request for Payment shall have the meanings ascribed to them in the Funding Agreement between the District and Grantee.

Organization Name (Grantee):

Grant Project Title:

Grant Amount:

Name and title:

Mailing Address:

Phone:

E-mail:

Grant Period Start Date:

Grant Period End Date:

Who to make check out to:

1. Which grant program were you awarded funds from?

- Capital
- Nonprofit Operations Support
- Community Collaboration
- Multi-year Nonprofit Operations Support
- Multi-year Community Collaboration

2. Submit a Certificate of Insurance meeting the requirements of Section 5.4 of the Funding Agreement. Please ensure that the *Gunnison County Metropolitan Recreation District* is listed as 'Additionally Insured'.

3. **List any changes to the budget approved in the Grant Project Application, attach supporting documents if necessary.**

4. **By signing below, Grantee represents and warrants to the District that all work done on the Project will be completed in a good and workmanlike manner and in accordance with the Funding Agreement and Approved Grant Application.**

[GRANTEE'S NAME]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C
GRANT PROJECT COMPLETION REPORT FORM
[ATTACHED]



Gunnison County Metropolitan Recreation District

Grant Project Completion Report Form

Instructions: Please complete this form following execution of the Funding Agreement by the District and submit via e-mail to admin@gcmetrec.com. For Multi-Year Projects, this form must be completed each year until the Grants are completed. All undefined, capitalized terms used in this Request for Payment shall have the meanings ascribed to them in the Funding Agreement between the District and Grantee.

Organization Name (Grantee):

Grant Project Title:

Grant Amount:

Actual Grant Funds Expended:

Name and title:

Mailing Address:

Phone:

E-mail:

Grant Period Start Date:

Grant Period End Date:

1. Which grant program were you awarded funds from?

- Capital
- Nonprofit Operations Support
- Community Collaboration
- Multi-year Nonprofit Operations Support
- Multi-year Community Collaboration

2. Grant Project Description (Max 5 sentences):

3. Briefly describe the community impact of your project and program (Max 5 sentences):

4. How did you choose to acknowledge MetRec grant funding (as required by the Funding Agreement)? Please attach evidence of acknowledgement(s) that includes the date given.

5. Please provide the following information regarding expenditures and invoices for the completed Grant Project:

- An itemized statement for actual expenditures on the Grant Project paid for by Grantee with grant funds.
- Copies of paid invoices for materials received and labor and services performed on the Grant Project and paid for by Grantee with grant funds.
- 3-5 photos of the project or program as original file type, size, and resolution.

6. By signing below, Grantee represents and warrants to the District that the Grant Project is complete and that all amounts due and payable for the Grant Project have been paid. The Grantee also represents and warrants that all work done on the Project was completed in a good and workmanlike manner and in accordance with the Funding Agreement and Approved Grant Application.

[GRANTEE'S NAME]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D

GRANT PERIOD EXTENSION REQUEST

[ATTACHED]



Gunnison County Metropolitan Recreation District

Grant Period Extension Request

Overview: MetRec seeks to support its partners in the successful planning and execution of recreation programs and projects. It is understood that unforeseen circumstances can interfere with planned timelines. For that reason, MetRec will consider requests for extensions to the Grant Period set forth in the Funding Agreement between Grantee and MetRec. Requests will be considered for approval by MetRec’s Board of Directors. If approved, a signed copy of this document will serve as an addendum to the original Funding Agreement and be shared with the grantee.

Instructions: If you wish to request an extension for your Funding Agreement, please complete this form and provide material for question 3 (if applicable) as a separate document. Once complete, submit via e-mail to admin@gcmetrec.com

Organization Name (Grantee):

Grant Project Title:

Grant Amount:

Name and Title:

Mailing Address:

Phone:

E-mail:

Grant Period Start Date (as stated in the Funding Agreement):

Grant Period End Date (as stated in the Funding Agreement):

New Grant Period End Date (requested):

1. Provide a brief overview explaining why the original program/project timeline has changed and an overview of the new program/project timeline (Max 5 sentences).

2. If you have requested a Funding Agreement extension for this program/project already, please describe when and how long of an extension you were granted (Max 3 sentences).

3. If the program/project budget has changed, provide a brief overview of how (Max 5 sentences) and include an updated itemized budget that reflects any changes to the original itemized expenditures.

Submitted by:

[GRANTEE'S NAME]

By: _____

Name: _____

Title: _____

Date: _____

Approved by:

MetRec Board Chair

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Quote 1492375; Samsara; Public Works; 22 months; \$

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This annual renewal of the vehicle telematics contract with Samsara will represent our third year using this service to track and maintain county assets.

Fiscal Impact:

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 5/27/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/27/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/27/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/27/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/1/2025



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-1492375

Issued 06-17-2025

Expires 09-12-2024

Prepared For:

Gunnison County
195 Basin Park Drive
Gunnison, Colorado
81230

Prepared By:

Audrey Nelch
audrey.nelch@samsara.com

Quote Summary

Subtotal

Hardware and Accessories USD \$0.00

Licenses
License Term – 22
Months

Shipping and Handling USD \$47.00

Upfront Hardware Sales Tax USD \$0.00

Annual License Sales Tax USD \$0.00

First Year Payment USD \$3,565.84

Second Year Payment **USD \$2,932.40**

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% fee charged on non-ACH charges (Canada Exempt)
*Sales tax subject to change

Third Year Payment

USD \$0.00

SHIP TO Curtis Lupton
195 Basin Park Dr
Gunnison, Colorado, 81230-7241
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG55 HW-VG55-NA	15	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable for Ram Promaster and similar CBL-VG-COBDII-Y2	11	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	4	\$0.00	\$0.00
		Hardware Due	USD\$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	15	\$234.59	\$3,518.84
		Annual License Due	USD \$3,518.84

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license



Connected Operations™

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of



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1 De Haro Street
San Francisco, CA 94107
www.samsara.com

service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Notification of Confidentiality

Except as legally required under applicable public records request laws, provided that you use reasonable efforts to provide Samsara with advance notice of any such disclosure, you agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature

Print Name:

Date:

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Sales Agreement; Wagner Cat; Public Works; \$654,10

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This sales agreement and financing allows for the ordering of a landfill compactor to replace a failing Bomag Compactor. This equipment is critical for landfill operations and this purchase is out of sequence due to the Bomag Equipment not being reliable enough. The old equipment will be sold

Fiscal Impact: \$654,102

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 6/23/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/25/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/25/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/26/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/1/2025



SALES AGREEMENT

DATE Jun 18, 2025
QUOTE# 290695

Aurora, Colorado, Albuquerque, New Mexico, El Paso, Texas

PURCHASER	GUNNISON COUNTY		
STREET ADDRESS	195 BASIN PARK DRIVE	<SAME>	
CITY/STATE	GUNNISON, CO	COUNTY	GUNNISON CO
POSTAL CODE	81230	PHONE NO.	970 641 0044
EQUIPMENT	CURTIS LUPTON	PHONE NO.	970 641 0044
CUSTOMER CONTACT:	EMAIL	clupton@gunnisoncounty.org	
PRODUCT SUPPORT	CURTIS LUPTON	PHONE NO.	970 641 0044
INDUSTRY CODE:	COUNTY GOVERNMENT (841)	PRINCIPAL WORK CODE:	

Ownership Customer #	38624	Invoice Customer #	38624	Sales Tax Exemption # (if applicable)	98-02498	Customer PO Number		Ship Via	Aurora
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PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)									
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>	CSC	<input type="checkbox"/>	LEASE	<input checked="" type="checkbox"/>
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$654,102.42	CONTRACT INTEREST RATE	5.49	NOTES:			
PAYMENT PERIOD	MONTHLY	PAYMENT AMOUNT	\$12,491.08	NUMBER OF PAYMENTS	60	OPTIONAL BUY-OUT	\$1.00		

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 816	YEAR: 2026	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
STOCK NUMBER: TBD	SERIAL NUMBER: TBD	SMU: TBD	
816 11A LANDFILL COMPACTOR	FILM, AM-NORTH		
LANE 3 ORDER	PACK, DOMESTIC TRUCK		
PRECLEANER, DUAL	BLADE, 150" 12.0 YD3 SEMI-U		
AXLES, NO-SPIN FRONT + REAR			
LIGHTS, LED			
PRODUCT LINK, CELLULAR PLE641			
FAN, REVERSING			
WHEELS, COMBINATION TIPS			
STRIKER BARS W/CLEANER FINGERS			
BULLDOZER, NO BLADE			
FILMS, ANSI			
HEATER, ENGINE BLOCK, 120V			
PREMIUM CORP RADIO (12V)			
SOUND SUPPRESSION			
ANTIFREEZE, -50C (-58F)			

TRADE-IN EQUIPMENT				SELL PRICE	\$653,702.42
MODEL:	YEAR:	SN:		SUBTOTAL	\$653,702.42
PAYOUT TO:	AMOUNT:	PAID BY:		DOCUMENT FEE	\$400.00
MODEL:	YEAR:	SN:		TOTAL	\$654,102.42
PAYOUT TO:	AMOUNT:	PAID BY:			
MODEL:	YEAR:	SN:			
PAYOUT TO:	AMOUNT:	PAID BY:			
MODEL:	YEAR:	SN:			
PAYOUT TO:	AMOUNT:	PAID BY:			

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY & COVERAGE	INITIAL	<input type="checkbox"/> USED EQUIPMENT COVERAGE	INITIAL
<p>The customer acknowledges that he has received a copy of the Wagner Equipment Co/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Warranty applicable including expiration date where necessary: 12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months) 5yr/6000hr premier warranty</p>		<p>All used equipment is sold as is, with all faults. EXCEPT FOR THE FOLLOWING LIMITED WARRANTY SET FORTH HERE, IF ANY, WAGNER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. WAGNER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Customer acknowledges that it is required to fully examine the used equipment and hereby assumes the risks of any defects which examination ought to reveal.</p> <p>Warranty applicable:</p>	
<input type="checkbox"/> ALLIED WARRANTY & COVERAGE	SIGNATURE		

Preventative Maintenance:
NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY Beaman, Scott REPRESENTATIVE

WAGNER EQUIPMENT CO. PURCHASER

DATE APPROVED AND ACCEPTED ON 6/20/25

GUNNISON COUNTY Matthew Birnie PURCHASER

BY [Signature] SIGNATURE

County Manager TITLE

TERMS AND CONDITIONS (COLORADO, NEW MEXICO OR TEXAS)

1. Pricing is subject to change based on manufacturer changes to cost and availability.

2. METHODS OF ACCEPTANCE and TERMS OF AGREEMENT: This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parts authorizing WAGNER to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. Acceptance of this offer is limited to the express terms stated in this Order. Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WAGNER and Customer. WAGNER is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WAGNER and Customer.

3. TIME OF DELIVERY and SHIPPING: Orders for equipment are processed in the order of their acceptance by WAGNER and WAGNER will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WAGNER's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelating factors. WAGNER is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.

4. To secure Customer's obligations under this agreement and to secure all of Customer's present or future debts, obligations or liabilities of whatever nature to WAGNER, Customer grants to WAGNER a security interest in the goods described on the reverse side hereof, together with any attachments or accessions thereto and proceeds from the sale or lease thereof. Customer agrees to deliver to WAGNER, properly executed, any certificate of title or other document or instrument required by WAGNER to protect WAGNER's security interest as created in this paragraph. Customer also authorizes WAGNER to file financing statement(s) with respect to the security interest granted herein. Customer grants Wagner Equipment the right to assign Wagner Equipment's security interest in the goods to any other entity or person, at any time Wagner Equipment so chooses.

5. Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WAGNER's responsibility for shipment ceases upon delivery of the goods to a transportation company. Customer shall carry such fire and other insurance as necessary to protect its interest and the interest of WAGNER. Any claim by Customer for shortage in shipment shall be made within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach. The shortage in shipment notice must be in writing within fifteen (15) days and further, shortage in shipment is not deemed to constitute a nonconformity

6. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within ten (10) days after delivery of the goods. It is agreed that in the event of rejection, Customer may in no event resell the goods, even in the absence of instructions from WAGNER, and Customer will store the goods or reship the goods to WAGNER. Should Customer sell the goods, such sale shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this agreement, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. No right or interest in this agreement shall be assigned by Customer without the written permission of WAGNER, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WAGNER. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. WAGNER shall have all rights and remedies provided in the Uniform Commercial Code and in any other document executed in connection with this agreement. Customer agrees to pay all costs incurred by WAGNER in enforcing this agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced. In the event the goods are reclaimed, Customer agrees that WAGNER may bid on the goods and that a commercially reasonable price for said reclaimed goods, a public sale, may be determined by WAGNER based upon current national auction values, market trends relating to supply and demand, and related factor, for goods of similar type and condition.

9. CANCELLATION/TERMINATION: This Order may be canceled by Customer only with WAGNER's written consent and then only upon such terms as will protect Seller from any loss. This Order may be cancelled by WAGNER in the event of any default by Customer or in the event Customer fails, upon WAGNER's request, to provide reasonable assurances of future performance.

10. PERMISSIBLE VARIATIONS: All goods shall be subject to the standard manufacturing and commercial variation and practices of the Manufacturer of the goods of WAGNER. In the event of shipment of non-conforming goods, WAGNER shall be given a reasonable opportunity to replace the goods with those which conform to the order.

11. FORCE MAJEURE: a) WAGNER shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services of such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, stature, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WAGNER's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WAGNER from performance of its obligations hereunder.

12. VENUE: Venue for any and all disputes between the parties will be in state court located in Adams County, Colorado. Purchaser hereby expressly consents to jurisdiction in Adams County, Colorado and waives any objection based on inconvenient forum and any right to remove any legal action from the court originally acquiring jurisdiction.

WS2.702.1

INITIAL HERE





DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](#) ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat@ Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](#) document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#) . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

GUNNISON COUNTY

Company

Gunnison County

Company (Print)

County Manager Matthew Birnie

Company Representative (Print)

[Signature]

Signature

Jun 18, 2025

Date

FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID



Public Works

Curtis Lupton, Fleet Manager

Phone: (970) 641-0044
clupton@gunnisoncounty.org

Gunnison County PO#: 2025-19

Issued to Wagner Equipment Company

Issued by The Gunnison County B.O.C.C.

Quote#: 288548

amount: 654,102.42

Delivery date: December 2025

Delivery location: 1000 County Road 42C, Gunnison, CO 81230

Item(s): One 2025 Caterpillar 816 Large Wheel Loader / Landfill Compactor per attached
quote 274663-01

- The financial obligations of the County pursuant to this Purchase Order after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Order is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated.
- Payment shall be made by Gunnison County to seller when; Upon delivery of listed goods.
- The price of the goods is the price stated in this Order. The price includes all packaging, transportation costs to the Delivery Location, insurance, and customs duties. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without Buyer's prior written consent. Because the County is exempt from Colorado state sales and use taxes, the price shall not include such taxes
- Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act.
- No term or condition of this Purchase Order shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Purchase Order.



Public Works

Curtis Lupton, Fleet Manager

Phone: (970) 641-0044
clupton@gunnisoncounty.org

- Seller irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney’s and expert’s fees and costs) arising out of or related to this purchase order. Seller’s written acceptance or commencement of performance of this Order shall constitute acceptance. The relationship between the parties is that of independent contractors. Nothing contained in this Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise
- Seller shall deliver the goods in the ordered quantities, each on the date(s) or date range specified in this Order or as otherwise agreed in writing by the parties (the “Delivery Date”). Timely delivery of the goods is of the essence. If Seller fails to deliver the goods in full on the Delivery Date, Gunnison County may terminate this Order
- All goods shall be delivered to the address specified in this Order (the “Delivery Location”) or as otherwise instructed by Gunnison County.
- No change to this Order is binding upon Gunnison County unless it is in writing, specifically states that it amends this Order and is signed by an authorized representative of Gunnison County.
- Gunnison County may inspect all or a sample of the goods, before, on, or after the Delivery Date. Gunnison County, at its sole option, may reject all or any portion of the goods if it determines they are nonconforming or defective
- Seller represents and warrants that it possesses the legal authority to enter into this Purchase Order.
- Seller shall not delegate or assign its duties under this Purchase Order without the prior written consent of Gunnison County, which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Purchase Order shall be binding on the successors and assigns of either party.
- This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.
- Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order

Seller Name: _____

County (buyer): _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Attachments: YES

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: GUNNISON COUNTY

Address 200 E VIRGINA AVE
City GUNNISON
State CO

Good if:
Acknowledged by May-30-2025
Funded by May-30-2025

DEALER

WAGNER EQUIPMENT CO. E25Z
Sales person Beaman E250, Scott
Dealer contact Nelmar Baken
Telephone

Quote number 4868011
Fax Number
Quote Date 30-Apr-25
Quote Time 04:27:53 PM

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Finance Type Governmental Lease
Number of Payments 60 Monthly
Payments in Arrears
Quoted By Nelmar Baken
Report Created By Nelmar Baken

Table with 9 columns: Model, Ann. Hours, Qty, Sale Price, Amount Financed, Payment, Balloon, Fixed Rate. Row 1: New 816-11 1000 1 653,702.42 654,102.42 12,491.10 0.00 5.4900%

Special Conditions:
816-11

Serial Number - , Model Year - , Standard Environment;
Major Attachments-Wheels Other Manufacturer, Semi-U Blade; Blades/Buckets/Rippers-;
Manual Configuration and Work Tools:

Payment Structure - Asset
60 Monthly payment(s) 12,491.10

Table with 4 columns: Model, Insurance, Payment w/Insurance. Row 1: New 816-11 599.25 13,090.35

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

- Insurance: The customer must provide evidence of physical damage and liability insurance...
Taxes: All taxes are the responsibility of the customer...
Equipment: The equipment cannot be delivered until all documents are executed...
Approval: This proposal is subject to, among other things, final pricing, credit approval...

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime.

Caterpillar Financial Services Corporation
2120 West End Avenue, Nashville, TN 37203
(615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

Caterpillar Financial Services Corporation

GUNNISON COUNTY

Date

EXHIBIT 2
Concluding Payment Schedule to
Government Agreement

Quote Number.....4868011

Dated _____, 20__

between
Caterpillar Financial Services Corporation
and
GUNNISON COUNTY

Description of Unit: 816-11 Landfill Compactor:

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest	Interest Rate	Concluding Payment (*)
1	654,102.42	10,705.53	0.00	2,992.52	5.49	646,389.41
2	646,389.41	10,705.53	0.00	2,957.23	5.49	638,641.11
3	638,641.11	10,705.53	0.00	2,921.79	5.49	630,857.37
4	630,857.37	10,705.53	0.00	2,886.17	5.49	623,038.01
5	623,038.01	10,705.53	0.00	2,850.40	5.49	615,182.88
6	615,182.88	10,705.53	0.00	2,814.46	5.49	607,291.81
7	607,291.81	10,705.53	0.00	2,778.36	5.49	599,364.64
8	599,364.64	10,705.53	0.00	2,742.10	5.49	591,401.21
		-----	-----	-----		
total		85,644.24	0.00	22,943.03		
9	591,401.21	10,705.53	0.00	2,705.66	5.49	583,401.34
10	583,401.34	10,705.53	0.00	2,669.06	5.49	575,364.87
11	575,364.87	10,705.53	0.00	2,632.30	5.49	567,291.64
12	567,291.64	10,705.53	0.00	2,595.36	5.49	559,181.47
13	559,181.47	10,705.53	0.00	2,558.26	5.49	551,034.20
14	551,034.20	10,705.53	0.00	2,520.98	5.49	542,849.65
15	542,849.65	10,705.53	0.00	2,483.54	5.49	534,627.66
16	534,627.66	10,705.53	0.00	2,445.92	5.49	526,368.05
17	526,368.05	10,705.53	0.00	2,408.14	5.49	518,070.66
18	518,070.66	10,705.53	0.00	2,370.18	5.49	509,735.31
19	509,735.31	10,705.53	0.00	2,332.04	5.49	501,361.82
20	501,361.82	10,705.53	0.00	2,293.73	5.49	492,950.02
		-----	-----	-----		
total		128,466.36	0.00	30,015.17		
21	492,950.02	10,705.53	0.00	2,255.25	5.49	484,499.74
22	484,499.74	10,705.53	0.00	2,216.59	5.49	476,010.80
23	476,010.80	10,705.53	0.00	2,177.75	5.49	467,483.02
24	467,483.02	10,705.53	0.00	2,138.74	5.49	458,916.23
25	458,916.23	10,705.53	0.00	2,099.54	5.49	450,310.24
26	450,310.24	10,705.53	0.00	2,060.17	5.49	441,664.88
27	441,664.88	10,705.53	0.00	2,020.62	5.49	432,979.97
28	432,979.97	10,705.53	0.00	1,980.89	5.49	424,255.33
29	424,255.33	10,705.53	0.00	1,940.97	5.49	415,490.77
30	415,490.77	10,705.53	0.00	1,900.87	5.49	406,686.11
31	406,686.11	10,705.53	0.00	1,860.59	5.49	397,841.17
32	397,841.17	10,705.53	0.00	1,820.13	5.49	388,955.77
		-----	-----	-----		
total		128,466.36	0.00	24,472.11		
33	388,955.77	10,705.53	0.00	1,779.47	5.49	380,029.71

34	380,029.71	10,705.53	0.00	1,738.64	5.49	371,062.82
35	371,062.82	10,705.53	0.00	1,697.61	5.49	362,054.90
36	362,054.90	10,705.53	0.00	1,656.40	5.49	353,005.77
37	353,005.77	10,705.53	0.00	1,615.00	5.49	343,915.24
38	343,915.24	10,705.53	0.00	1,573.41	5.49	334,783.12
39	334,783.12	10,705.53	0.00	1,531.63	5.49	325,609.22
40	325,609.22	10,705.53	0.00	1,489.66	5.49	316,393.35
41	316,393.35	10,705.53	0.00	1,447.50	5.49	307,135.32
42	307,135.32	10,705.53	0.00	1,405.15	5.49	297,834.94
43	297,834.94	10,705.53	0.00	1,362.60	5.49	288,492.01
44	288,492.01	10,705.53	0.00	1,319.85	5.49	279,106.33
		-----	-----	-----		
total		128,466.36	0.00	18,616.92		
45	279,106.33	10,705.53	0.00	1,276.91	5.49	269,677.71
46	269,677.71	10,705.53	0.00	1,233.78	5.49	260,205.96
47	260,205.96	10,705.53	0.00	1,190.44	5.49	250,690.87
48	250,690.87	10,705.53	0.00	1,146.91	5.49	241,132.25
49	241,132.25	10,705.53	0.00	1,103.18	5.49	231,529.90
50	231,529.90	10,705.53	0.00	1,059.25	5.49	221,883.62
51	221,883.62	10,705.53	0.00	1,015.12	5.49	212,193.21
52	212,193.21	10,705.53	0.00	970.79	5.49	202,458.47
53	202,458.47	10,705.53	0.00	926.25	5.49	192,679.19
54	192,679.19	10,705.53	0.00	881.51	5.49	182,855.17
55	182,855.17	10,705.53	0.00	836.56	5.49	172,986.20
56	172,986.20	10,705.53	0.00	791.41	5.49	163,072.08
		-----	-----	-----		
total		128,466.36	0.00	12,432.11		
57	163,072.08	10,705.53	0.00	746.06	5.49	153,112.61
58	153,112.61	10,705.53	0.00	700.49	5.49	143,107.57
59	143,107.57	10,705.53	0.00	654.72	5.49	133,056.76
60	133,056.76	10,705.53	122,960.00	608.74	5.49	(0.03)
		-----	-----	-----		
total		42,822.12	122,960.00	2,710.01		
total		642,331.80	122,960.00	111,189.35		

(*)Does not include any rent payment or other amount then due.

Initialed: _____
(Lessee)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant of Perpetual Easement for Underground Utilit

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Utility easement agreement with the Town of Crested Butte for water and sewer connections serving Whetstone

Fiscal Impact: 0

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 6/27/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/26/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/26/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/27/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/1/2025

GRANT OF PERPETUAL EASEMENT FOR UNDERGROUND UTILITIES

THIS GRANT OF PERPETUAL EASEMENT FOR UNDERGROUND UTILITIES (herein “Grant of Easement”), is made this ____ day of July 2025, by and between the TOWN OF CRESTED BUTTE, COLORADO, a Colorado home rule municipality, whose address is P.O. Box 39, Crested Butte, Colorado 81224 (herein “Grantor”) and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (herein “Grantee”).

1. CONVEYANCE. Grantor, for and in consideration of ten dollars and no cents (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant a perpetual easement to Grantee, its successors and assigns, in and across the real property wholly owned by Grantor lying within the Parcel B, Town Ranch Subdivision, described and identified in Exhibit “A” and Exhibit “B” attached hereto and incorporated herein by reference (herein “Easement”). The Easement shall be 30 feet wide.

2. SCOPE OF EASEMENT. The Easement shall be used by Grantee only for construction, maintenance and use of underground water and sewer lines consistent with the Parties’ rights and obligations under the October 7, 2024 Amended Utility Extension Agreement to Provide Water and Sewer Service (herein, “UEA”), which purposes include but are not limited to (i) the right to ingress to and egress from the Easement for purposes of use and maintenance of underground lines, (ii) the right to excavate, grade, condition and drain within the Easement as reasonably necessary to use and maintain an underground lines within the Easement provided that such activities conform to both the UEA and the Town of Crested Butte’s Public Works Department Criteria for Design and Construction (herein, “Criteria”), and (iii) the right to operate and maintain motor vehicles and construction vehicles within the Easement as reasonably necessary to use and maintain underground lines within the Easement, and (iv) to remove all obstructions from the Easement which may constitute a hindrance to using and maintaining underground lines in the Easement. Should any conflict arise between the UEA, the

Criteria, and this Easement, the terms of the UEA shall control.

3. RIGHT TO RELOCATE. So long as consistent with the UEA, Grantor reserves the right to relocate the Easement provided the relocation will ensure the same, if not better, performance of said water and sewer lines. Grantor shall be financially responsible for any costs incurred for any future relocation of Easement requested by Grantor.

4. RESTORATION. The Grantee shall restore the surface to its original contour as nearly as practicable, and will reasonably replace or rebuild any and all damaged parts of all drainage or irrigation systems, shrubbery, fences, signs and pavement; the damage to which is occasioned by the use or maintenance of said water line under and through the Easement; however, Grantee shall have the right to cut or clear trees and brush on said Easement that might interfere with those activities. The Parties acknowledge and agree that this Easement involves work that could affect a stormwater retention pond maintained by the Gunnison Watershed School District pursuant to a separate agreement with Grantor. Except where necessary to complete the work to comply with the UEA and so long as this Easement remains valid and enforceable, Grantee shall protect and preserve storm water detention pond operations. Grantee shall be responsible for all bypasses necessary to install and maintain the improvements to ensure continuous operation of the pond. Grantee shall also ensure that the pond is restored to its original elevation and designed hydraulic capacity after all work necessary to comply with the UEA is complete. Grantee shall reseed all areas within the Easement that are currently covered with vegetation that may be disturbed during any use or maintenance of the underground water line system. Any such restoration shall be accomplished as soon as practical after completion of the use or maintenance of the underground water line system necessitating such restoration.

5. COSTS OF WATER AND SEWER LINES. Grantee shall bear the full cost of constructing, installing, operating, maintaining and repairing the lines. Grantor shall have no obligation to pay for any costs associated with the lines, with the exception of relocation as identified in paragraph 3 herein.

6. NO THIRD-PARTY BENEFICIARIES. This Grant of Easement is not intended to convey, and does not convey, upon any person other than Grantor and Grantee any rights, titles, interests or remedies.

7. NOTICE. Reasonable efforts shall be made by Grantee to provide Grantor thirty (30) day written notice to the addresses set forth above, before entry upon the Easement for construction, installation, or reconstruction; and forty-eight (48) hours notice for regular or ongoing maintenance; EXCEPT, in an emergency, entry shall require only a reasonable effort to make oral or written notice. In all cases, reasonable efforts will be taken to ensure that closure of any road or driveway is as brief as possible.

8. TERMINATION. In the event the water and sewer infrastructure is not completed within thirty-six (36) months of execution of this Easement Agreement, the Parties shall meet and confer in good faith to determine whether Grantee requires additional reasonable time to complete such infrastructure to ensure the Parties' compliance with the UEA. Should such meet and confer effort(s) not result in an agreement between the Parties, and in the absence of a force majeure event set forth in Paragraph 9 of this Easement Agreement, the rights granted herein shall automatically terminate and be of no further force and affect. In the event of termination, any and all rights or interests owned or held by Grantor in the real or personal property of Grantee, including but not limited to water rights or interests, shall revert to Grantee.

9. FORCE MAEJURE. Neither Party shall not be liable to the other for any failure to perform under this Agreement where such failure has been occasioned by earthquake, fire, flood, landslide, pandemic, lightning, a change in Federal or State law related to either Party's authority or ability to perform under this Agreement, a regulatory, financing, funding or policy decision by any government outside of a party's control, or other severely disruptive natural occurrences; embargo; strike; civil unrest; war; local or national emergency; court order; failure to secure services, materials or labor not due to Grantee's acts or omissions; or any other circumstances beyond Grantee's reasonable control ("Force Majeure Event"). Should a Force Majeure Event occur, either party may terminate this Easement Agreement so long as it first provides the other party written notice of its intent to terminate and permit the other party to cure any such breach within

thirty (30) days of receipt of such notice. In the event of such termination, the provisions of Paragraph 8 of this Easement Agreement shall apply.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first written.

GRANTOR:

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Ian Billick, Mayor

ATTEST:

City Clerk

ACCEPTANCE

The above Grant of Easement conveyed by the Town of Crested Butte, Colorado to the Board of County Commissioners of the County of Gunnison, Colorado is hereby accepted by the Board of County Commissioners of the County of Gunnison, Colorado on this ____ day of March, 2025.

GRANTEE:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Laura Puckett Daniels, Chairperson

ATTEST:

Deputy County Clerk

Exhibit A

Page 1 of 2

Easement Description

A Permanent Easement being a portion of Parcel B of the Replat of Parcel B, Town Ranch Subdivision, filed June 19, 2009 at Reception Number 591531, located in the southwest quarter of Section 2, Township 14 South, Range 86 West of the Sixth Principal Meridian, Gunnison County, Colorado, said easement being 15 feet on each side of the following described centerline:

Note:

1. The Basis of Bearings is the southwest line of Parcel C of the Replat of Parcel B, Town Ranch Subdivision, filed June 19, 2009 at Reception Number 591531 as monumented a 1.5 inch aluminum cap, PLS 27739 on both ends with a grid bearing of S 53°17'25" E.
2. All directions, distances and dimensions are based on modified coordinates from the Colorado coordinate system of 1983 central zone; (C.R.S. 38-52-102). C.S.F. 1000479819, Origin 0,0 U.S. Survey Feet.

Commencing at the southwesterly corner of said Parcel B, as monumented with a 1.5 inch aluminum cap, PLS 27739, thence S 53°17'25" E along the southwesterly line of said parcel, said line also being the northerly right of way of State Highway 135, as shown on said replat, a distance of 43.12 feet to the Point of Beginning;

Thence departing said southwesterly line N 42°25'38" E a distance of 288.45 feet;

Thence N 20°33'20" E a distance of 32.59 feet to a point on the southerly terminal line of the 9th Street right of way as dedicated on said replat, , and the Point of Terminus; from which the southwest corner of Parcel C of said replat bears S 71°35'41" W a distance of 388.04 feet.

The side lines of the easement are to be lengthened and/or shortened as necessary to end at the property lines.

Contains 0.221 acres more or less.

Prepared by Eric M. Purcell
For and on behalf of Topographic, Co.
520 Stacy Ct. Ste B, Lafayette, CO 80026



Exhibit B

Page 1 of 2

Permanent Easement Description

A portion of Town of Crested Butte Right of Way as recorded at Reception Numbers 14191 and 260766, and of that parcel conveyed at Reception Number 423642 Book 684 Page 432, located in the west half of Section 2, Township 14 South, Range 86 West of the Sixth Principal Meridian, Gunnison County, Colorado, and described as follows:

Note:

1. The Basis of Bearings is the south line of the southwest quarter of the northwest quarter of Section 2, T14S, R86W of the 6th P.M. with an assumed bearing of S 89°37'19" E.

Commencing at the west quarter corner of Section 2, as monumented with a 3 inch USGLO brass cap, thence east along the south line of the southwest quarter of the northwest quarter of said section S 89°37'19" E a distance of 514.51 feet to the intersection of said south line and the northeasterly right of way of Colorado State Highway 135, said intersection also being the west corner of that parcel conveyed to the Town of Crested Butte at Reception Number 423642 Book 684 Page 432; thence S 47°41'18" E along the southwest line of said parcel a distance of 5.37 feet to the Point of Beginning;

Thence departing said southwest line N 33°04'11" E a distance of 50.21 feet;

Thence S 56°55'49" E a distance of 20.00 feet;

Thence S 33°04'11" W a distance of 53.47 feet to said southwest parcel line;

Thence N 47°41'18" W a distance of 20.26 feet to the Point of Beginning.

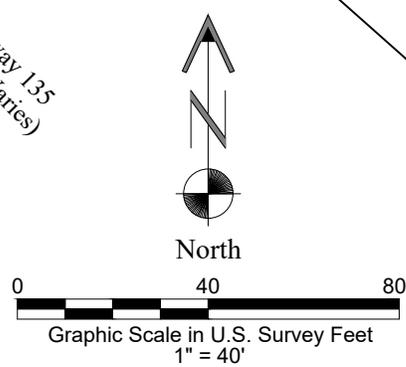
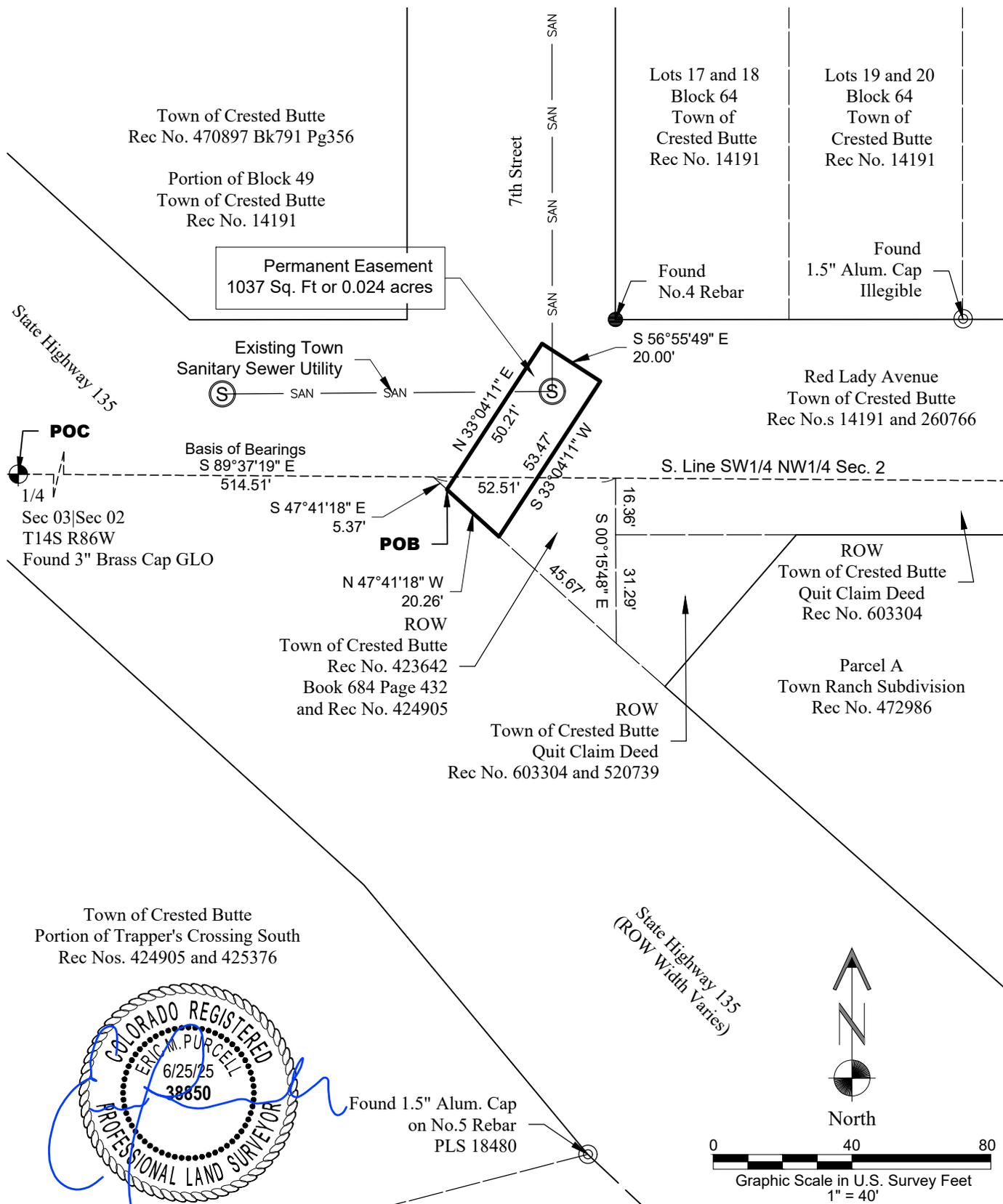
Containing 0.024 acres more or less.

Prepared by Eric M. Purcell
For and on behalf of Topographic, Co.
520 Stacy Ct. Ste B, Lafayette, CO 80026



Exhibit A

Page 2 of 2



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Award; VAG26-15; Department of Military and

Action Requested: Other Board acknowledgement of Grant Award

Parties to the Agreement: State of Colorado Department of Military and Veterans' Affairs

Term Begins: 7/1/2025

Term Ends:

Grant Contract #:

Summary:

Grant to support services including emergency financial assistance, food/gas cards, medical transportation, utilities, mental health and other related needs for Veterans.

Fiscal Impact:

Submitted by: J. Reynolds

Submitter's Email Address: jreynolds@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 6/27/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/26/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/26/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/27/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/1/2025

STATE OF COLORADO

DEPARTMENT OF MILITARY AND VETERANS' AFFAIRS

6848 South Revere Parkway

Centennial, Colorado 80112

Phone (720) 628-1480

June 10, 2025



GUNNISON COUNTY

221 N WISCONSIN ST STE C

GUNNISON, CO 81230

Subject: Grant Award and Letter of Instruction

Dear Grantee:

The Colorado Department of Military of Military and Veterans Affairs has reviewed your grant request for funds in support of your veteran program. I am pleased to inform you that the Colorado Board of Veterans Affairs and the Department approved your grant in the amount of \$25,000.00 for the services defined in the grant application including Emergency Financial Assistance, Food/Gas Cards, Medical Transportation, Utilities, Mental Health. Please carefully read the information below:

REQUIREMENTS

In accordance with the Department's policy, monies can only be used for Colorado Veterans with another than dishonorable discharge and are accounted for upon receipt of acceptable proof of expenditure. All expenditures must have documentation supporting the expenditure and in accordance with the scope of work. No additional requirements such as organization membership may be imposed upon a veteran to receive assistance. Veteran surveys are required to comply with grant requirements. You will receive a Grantee Handbook with additional details of grant requirements. It is mandatory that everyone working with the grant read the handbook in its entirety. There will also be the required webinar training provided to all grantees; please refer to the dates below.

Services provided may not duplicate services obtained through the VA, insurance or other funding source. Veteran related expenses cannot be reimbursed by VAG or VTF funds if receiving reimbursement through the VA. Grant funds cannot be used for capital improvements or rental deposits. Any request over \$5,000 must be pre-approved by the Grant Manager.

REIMBURSEMENTS

Reimbursement of funds must be completed by June 30, 2026. A full and final accounting for all funds must be provided to the Department of Military and Veterans Affairs not later than **June 30, 2026**. All requests for reimbursement or advances must be submitted via the email address: Grant.reimbursement@dmva.state.co.us

The grant agreement is unilateral, meaning that the full terms of the agreement are automatic upon receipt. You do not need to sign or return any copies of the agreement. No funds may be expended or disbursed until the start date of the agreement, which is **July 1, 2025**. Expenditures or expenses incurred prior to the agreement start date cannot be reimbursed. All requests for reimbursement should be submitted within 90 days of the expenditure. The Colorado Department of Military and Veterans Affairs will disburse the money through the State Controller's Office.

UNDERSERVED VETERAN REQUIREMENTS

VAG grantees will be required to prioritize underserved veterans with VAG funding. In addition, you will be required to conduct outreach and track underserved veterans on your intake and or application form. More information and reporting requirements will be discussed at the mandatory kick-off training in July.

REPORTING

Quarterly reports are due in accordance with the agreement, 15 days after the completion of the quarter with the first report due October 15, 2025, and a final report due July 15, 2026, at the end of the fiscal year. The final report must include a compilation of the information for the entire grant period. Reports are to be sent to the Grant Administrator. Survey results must be included in your reports. **Please note: grantees will be required to track additional demographics in relation to underserved veterans.**

Please include your GRANT NUMBER on all correspondence, including reimbursement requests. Your GRANT NUMBER IS: VAG26-15

MANDATORY GRANTEE TRAINING

You must attend one of the following trainings:

- July 17, 2025 1:00 PM VIRTUAL
- July 24, 2025 11:00 AM VIRTUAL

You will receive an email from Christina Tozzie with further instructions on how to register for the mandatory training.

Please note grantees will be required to attend additional trainings throughout the year, including office hours and training in relation to underserved veterans.

If you have any questions on the information provided in this letter, please contact Lisa.Stamm@dmva.state.co.us.

Sincerely,

Dana Stansbury

Dana Stansbury

Contract Manager

Dana.Stansbury@dmva.state.co.us

State of Colorado Small Dollar Grant Award Terms and Conditions

1. Offer/Acceptance. This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.

2. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.

3. Changes. Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.

4. Definitions. The following terms shall be construed and interpreted as follows: **(a) "Award"** means an award by a Recipient to a Subrecipient; **(b) "Budget"** means the budget for the Work described in this Agreement; **(c) "Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d) "UCC"** means the Uniform Commercial Code in CRS Title 4; **(e) "Effective Date"** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) "Federal Award"** means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; **(g) "Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient; **(h) "Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) "Matching Funds"** mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j) "Recipient"** means the State agency identified on the face of the Small Dollar Grant Award; **(k) "Subcontractor"** means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l) "Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m) "Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n) "Work"** means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. Delivery. Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.

6. Rights to Materials. *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.

7. Grantee Records. Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee'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. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, et seq. Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee

shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. 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 set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

13. Payment Disputes. If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee'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 Grantee 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.

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

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

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

20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

21. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

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

23. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee 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 Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: **(a)** workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, **(b)** Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and **(c)** 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. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§28**.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

31. 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, CRS §24-10-101, et seq., 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, CRS §§24-30-1501, et seq. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

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

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

34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

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

36. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall **(a)** not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, **(b)** notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(c)** terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and **(d)** comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a) "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 CRS §24-72-302; **(b) "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, pursuant to CRS §§24-37.5-401 et seq.; **(c) "PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(d) "PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium 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 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 including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e) "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, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; **(f) "State Confidential Information"** means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, **(g) "State Fiscal Rules"** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h) "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; **(i) "State Records"** means any and all State data, information, and records, regardless of physical form; **(j) "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, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) "Work Product"** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

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

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

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 et seq.

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

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Local Agency Request for FY26 Partnership Funding:

Action Requested: County Manager Signature

Parties to the Agreement: CDPHE - Women Infant Children (WIC), and HHS

Term Begins:

Term Ends:

Grant Contract #:

Summary:

We are in the processing of applying for our WIC partnership funding for the upcoming FFY. The purpose is simply to ensure that all levels of the agency are aware and supportive of the proposal.

Fiscal Impact:

Submitted by: Brad Wheaton

Submitter's Email Address: bradford.wheaton@state.co.us

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\LHalligan

Discharge Date: 6/23/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/25/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/25/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/26/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/1/2025

Introduction:

The USDA Special Supplemental Nutrition Program for Women, Infants & Children Program in Colorado (State Agency; COWIC) at the Colorado Department of Public Health and Environment (CDPHE) authorizes local agencies in accordance with federal criteria to provide direct Program services statewide and issues annual contracts/option letters for the Federal Fiscal Year (FFY; October 1 to September 30) based on an approved funding formula. A portion of the formula provides partnership funding to agencies that hold separate COWIC contracts but choose to work together to meet service standards and maximize the efficiency of staff and funding available. The purpose of partnerships is to sustain the ability of local agencies of varying sizes and types to hold COWIC contracts while maximizing the impact of fiscal resources on the statewide system.

Local Agency Partnership Funding:

Funding may be requested to create or sustain partnerships between agencies to ensure service standards and other contract deliverables, such as processing standards and staffing requirements, are being met by all within the partnership. Funding is not for supplementing individual agency staffing needs but can be used to support additional/expanded FTE needed to sustain a mutually-beneficial partnership of two or more local agencies. Funding is competitive, awarded annually, and not to exceed the designated percentage in the formula.

Each agency within the proposed partnership must complete an application and provide a documented agency commitment that indicates agreement and ability to work collaboratively with the other agencies in the partnership for the stated goals. All agencies must demonstrate contribution to the partnership in the form of staff time or other resources, whether they are receiving additional funding directly or not.

Please note: Agencies that receive staffing support (director, high risk counselor, etc.) from another agency/ies within the partnership in order meet their contract requirements do not receive a prorated or reduced amount through the funding formula. Therefore, it is the expectation that any agency receiving services will also provide reciprocal support to the other agency/ies within the partnership (educator hours, LARC coverage, phone coverage, etc.) to offset this investment. Requests that do not demonstrate this collaborative model will not be awarded funding.

It is the responsibility of the WIC director for the partnership, in collaboration with the leadership and staff of all partnering agencies, to assess the clinic hours needed for agency caseload and how to balance the responsibilities of the partnership agreement so all agencies can meet service standards and contract deliverables while providing high-quality services to all COWIC clients.

Colorado WIC Local Agency Request for FY26 Partnership Funding

Agency Commitment:

- May be in the form of a letter, a memorandum of understanding (MOU), an intergovernmental agreement (IGA), or a contract.
- Must include signatures of leadership responsible for the administration and deliverables of the WIC Program as defined in the current contract held with CDPHE; may not be the WIC Director.
- Must commit to the team model proposed in the funding request and all partnership agreements.
- Must include how communication will be supported between the WIC director for the partnership and the other agency/ies staff and leadership.
- **Note:** If an existing agreement is in place from previous years, please review and update with any needed modifications for FY26. At a minimum, the updated MOU must state all agencies' commitment, agreement and ability to work collaboratively within the partnership for the stated goals. All agencies must demonstrate contribution to the partnership in the form of staff time or other resources. It is a contract deliverable to send the revised agreement to the state office by November 30, 2025.

Submission Requirements:

****All applications should be submitted together by one agency on behalf of the partnership.**

Each agency in the partnership must provide:

1. **Completed application** reflecting the agency's role in the partnership and any corresponding funding request.
2. **Agency commitment** that meets the requirements listed above.

Applications due to cdphe_cowic_application@state.co.us by June 13, 2025, 5pm MST.

Please contact COWIC State Director Heidi.Hoffman@state.co.us with any questions.

Colorado WIC Local Agency Request for FY26 Partnership Funding

Application (Required For Each Partnership Agency)

General Info

Name of Agency: Gunnison County HHS - WIC

Local WIC Program Director, Manager, or Supervisor: Susan Harrison

Agency Leadership (responsible for contract deliverables; may not be WIC staff):

Name: Joni Reynolds

Title: Assistant County Manager for Health and Human Services

Email: jreynolds@gunnisoncounty.org

Other agencies in the proposed partnership: Ouray, San Miguel Counties

Total number of COWIC clients served by the proposed partnership: 344

Agency's Role(s) in Partnership (check all that apply; list details on next page):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Director | <input checked="" type="checkbox"/> Breastfeeding Coordinator |
| <input checked="" type="checkbox"/> Educator(s) | <input checked="" type="checkbox"/> Referral Management |
| <input checked="" type="checkbox"/> Retail Coordinator (LARC) | <input checked="" type="checkbox"/> Phone Coverage |
| <input checked="" type="checkbox"/> High Risk Counselor(s) | |

Please describe how the proposed partnership will directly improve COWIC client experience, customer service, and access to services in your local agency, community, and region (if applicable):

Gunnison WIC RDN currently provides High Risk Counseling support to Delta, Ouray and San Miguel Counties through a formal partnership model. This relationship has been successful and the WIC participants have benefited both in administrative efficiencies and staff support. During this time, the partnership discussed how this could look with the RDN taking on a more formal WIC Director position for the region.

Gunnison, San Miguel, and Ouray counties plan to expand this relationship with a more formal WIC Director role in the partnership as there has been effective communication and cooperation among staff. Gunnison WIC RDN will function as the WIC Director in Gunnison and will support our partner counties in that capacity as well. This will make resources more efficient and expand existing inter-agency collaboration as well as provide Ouray and San Miguel County with more staff support at a higher level.

Why is this partnership a strategic use of funding to maximize the impact and efficiency of statewide resources/operations?

WCPHP wants to regionalize our WIC programs for better staff support and efficiencies. During the initial conversations as WCPHP, we were not able to determine the appropriate pathway for the region in time for the partnership funding period. As part of our ongoing efforts to enhance the strength and WIC services across our region, we are taking a year to implement a transitional leadership model under a shared umbrella while continuing to pursue the long-term goal of a unified regional WIC model. Due to our current operational and staffing considerations, we are establishing two separate, but complementary and unified in mission and collaboration partnerships. While these two partnerships will function independently during this time, they remain aligned in goals and operations. Both will actively engage in

Colorado WIC Local Agency Request for FY26 Partnership Funding

coordinated planning, policy alignment, training and shared resources where applicable setting the foundation for our regional WIC program. This structure allows for future collaboration. Gunnison, San Miguel, and Ouray Counties work really well together and appreciate the expertise and capacity of the WIC RDN to continue supporting both HRC and Directorship roles. By formalizing the WIC Directorship role for the three counties, this can help unify operations, nutrition education plans, and staff support especially when staff are out sick or on vacation. This partnership continues to streamline staffing and administrative functions as well as improve on WIC standards across the counties through the Director oversight.

Partnership funding is intended to support local agencies in meeting the required contract deliverables and service standards for all COWIC clients. The minimum level of service required for an authorized agency to hold a COWIC contract is reflected in the service standards on the next page. Please indicate how your agency will meet each of the standards through participation in the proposed partnership.

Standard 1: Clients are able to access COWIC at least four hours per day, five days a week. Ideally via access to trained Program staff via phone; may also be met by providing the option to leave a message with next-business-day response or referring to another agency that is open.

- Our agency meets this standard through qualified staff at our agency.
- Our agency receives support for this role via partnership with _____ agency.

Standard 2: Clients are scheduled within the required processing standards as noted in the [Processing Standards policy](#).

- Our agency meets this standard through qualified staff at our agency.
- Our agency receives support for this role via partnership with _____ agency.

Standard 3: Clients within the service area with high nutrition risks requiring specialized support are scheduled within the required time frames in the [High and Low Risk Protocols policy](#).

- Our agency meets this standard through qualified staff at our agency.
- Our agency receives support for this role via partnership with _____ agency.

Standard 4: Referrals are contacted within ten days from the date of submission.

- Our agency meets this standard through qualified staff at our agency.
- Our agency receives support for this role via partnership with _____ agency.

Standard 5: Clients and staff of each Agency are served directly or via partnership support in the following roles as defined in the [Local Staffing Policy](#):

- **Director** (best practice is dedicated 0.8 to 1.0 full-time equivalent (FTE)):
 - Our agency meets this standard through qualified staff at our agency.
 - Our agency receives support for this role via partnership with _____.
- **High Risk Counselor** (best practice is approximately 1 FTE:1500-1850 clients, depending on other duties):
 - Our agency meets this standard through qualified staff at our agency.
 - Our agency receives support for this role via partnership with _____.
- **Educator** (best practice is approximately 1 FTE:400-500 clients for this role, depending on other duties):
 - Our agency meets this standard through qualified staff at our agency.
 - Our agency receives support for this role via partnership with San Miguel, Ouray Counties.

Colorado WIC Local Agency Request for FY26 Partnership Funding

- **Breastfeeding Coordinator** (best practice based on the total number of staff supported by this role, approximately 0.25 FTE: 1-10 staff; 0.25 - 1.0 FTE: 11-25 staff; 1.0+ FTE: >25 staff):
 - ☒ Our agency meets this standard through qualified staff at our agency.
 - ☒ Our agency receives support for this role via partnership with San Miguel, and Ouray Counties.
- **Retailer Coordinator** (best practice equal to 26 hours per year + (3 hours x # of stores = total hours) = total # of hours needed; may be portion of FTE depending on other duties):
 - ☒ Our agency meets this standard through qualified staff at our agency.
 - ☒ Our agency receives support for this role via partnership with San Miguel, and Ouray Counties.

Please note any additional shared/collaborative roles that will be addressed through this partnership:

All counties in the West Central Public Health Partnership will continue collaborating to determine what is feasible for the WCPHP and a regional WIC partnership. The region's HRC and Public Health Directors will continue mapping options for partnership and a regional WIC director. The partnership plans to share and collaborate on several WIC positions (Director, HR Councilor, Health Educators, Breastfeeding and Retail Coordinators) to ensure continuity of services for all WIC clients regardless of their location. Future expansion of the current proposed WIC partnership will provide depth in critical roles such as high risk counseling and bilingual health educators across all our agencies.

Funding Amount Requested: \$33,692 from \$53.11 x .305 FTE (.305 FTE for partnership HR and Director work, .17 FTE for HR work in Gunnison/Hinsdale, Susan's total FTE is .475)

Justification: How will this funding be used specifically to support the agencies within the proposed partnership to efficiently meet COWIC service standards and contract deliverables?

This funding will be used to support Gunnison, Ouray and San Miguel counties with a WIC Director and High Risk counseling. The Gunnison RDN is the only staff member with credentials to fill this role to assist Ouray and San Miguel counties which otherwise do not have the staffing or capacity to perform this work internally. Having a shared Director and HR Councilor will ensure service standards and contract deliverables are met across the partnership.

Our Agency agrees to the roles and responsibilities outlined above and has provided an Agency Commitment to perform these duties in exchange for support from the Partnership in order to meet the requirements of our Agency's COWIC contract deliverables and service standards.

Brad Wheaton

Signature Local WIC Program Director, Manager, or Supervisor

6/13/2025

Date

Colorado WIC Local Agency Request for FY26 Partnership Funding

Signature of Authorized Local Agency Official

Date

Signature of Authorized Local Agency Fiscal Agent

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Development Improvement Agreement; Marble Airfield

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Developer has submitted to Gunnison County the Developer's applications for Reclamation Permit No. 25-00006 and Floodplain Development Permit No. 25-00001 regarding Marble Airfield Stream Stabilization and Restoration Project.

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/27/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/27/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/27/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/1/2025

LAW OFFICES OF
OATES, KNEZEVICH, GARDENSWARTZ, KELLY & TICSAY, P.C.

PROFESSIONAL CORPORATION
THIRD FLOOR, ASPEN PLAZA BUILDING
533 E. HOPKINS AVENUE
ASPEN, COLORADO, 81611
WWW.OKGKM.COM

LEONARD M. OATES
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MARIA TICSAY

SARAH OATES

TELEPHONE (970) 920-1700
DIRECT LINE (970) 925-1730
FACSIMILE (970) 920-1121

LMO@OKGLAW.COM

June 20, 2025

Alex San Filippo-Rosser
Gunnison County
Deputy County Attorney
200 E. Virginia Avenue
Gunnison, CO 81230

VIA: Fedex

*Re: Development Improvement Agreement
Between the Board of County Commissioners of Gunnison County Colorado &
Marble Airfield LLC
Under Reclamation Permit No. 25-00006 &
Floodplain Development Permit No. 25-00001*

Dear Alex:

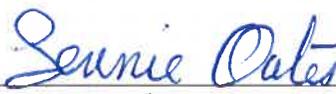
You will please find enclosed herewith the executed Development Improvement Agreement for the projects identified above.

The Development Improvement Agreement is authorized for delivery to the Gunnison County Board of County Commissioners for its consideration and execution. Please provide a fully executed copy to me and to Leanna Canyon at Wright Water Engineers.

Thank you for all your assistance in connection with getting this done.

Sincerely,

Oates, Knezevich, Gardenswartz, Kelly & Ticsay, P.C.

By: 
Leonard M. Oates

cc: lcanyon@wrightwater.com

DEVELOPMENT IMPROVEMENT AGREEMENT

THIS DEVELOPMENT IMPROVEMENT AGREEMENT (herein the "Agreement") is entered into this ___ day of _____, 20__ by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia Ave., Gunnison, Colorado 81230 (herein "Gunnison County"), and Marble Airfield LLC, whose address is 1314 B Center Dr #456, Medford, OR 97501 (herein the "Developer") as follows:

1. Purpose. The Developer has submitted to Gunnison County the Developer's applications for Reclamation Permit No. 25-00006 and Floodplain Development Permit No. 25-00001 regarding Marble Airfield Stream Stabilization and Restoration Project (herein the "Project"). The legal description of the Project is attached hereto and incorporated herein as Appendix "A". As valuable and sufficient consideration for this Agreement, Gunnison County and the Developer agree that approval of such application by Gunnison County is expressly conditioned on completion of the improvements described in paragraph 7 below (herein the "Improvements") to the specifications described herein and by the times specified herein. Gunnison County and the Developer further agree that such Improvements are appropriate and necessary requirements to be required by Gunnison County, and to be performed by the Developer and which Developer shall perform. Gunnison County and Developer further agree that an agreement guaranteeing the Developer's performance secured by suitable security to protect the interests of Gunnison County, and the public in the amount set forth herein is an appropriate condition to Gunnison County's approval of such Reclamation Permit. The parties have entered into this Agreement to memorialize such understandings and agreements. The relationship of the parties to this Agreement is contractual; Developer is an independent contractor and is not an agent of Gunnison County.

2. Developer Bound. The Developer agrees to accept and be bound by the terms and conditions for Gunnison County's issuance of its approval of the Reclamation Permit No. 25-00006 and the terms and conditions of this Agreement. Developer accepts Gunnison County's review and permitting authority, process and performance of same in connection with Reclamation Permit No. 25-00006, as legal and valid and waives any defect therein.

3. Construction.

A. The Developer agrees to complete construction of the Improvements within the Project in the locations and in accordance with the specifications as identified in paragraph 7 herein, by no later than October 30, 2025. Acts of God and any cause beyond the reasonable control of the Developer excepted, including without limitation labor disputes, laws, regulations, or orders of any governmental entity, orders of court, inability to obtain any required authorization, act of war or conditions

arising out of or attributable to war, riot, civil strike, insurrection or rebellion, fire, explosion, earthquake, storm, flood or other adverse weather condition, delay or failure by suppliers or materialmen, contractors, or subcontractors, shortage of or inability to obtain labor, supplies or materials.

B. The completion deadline set forth in this paragraph 3 may be extended by Gunnison County in its sole discretion upon written request of Developer if Gunnison County determines that: (1) such extension of time will not operate to the detriment of Gunnison County, the public or the owners of property within the Project; and (2) Gunnison County's security is adequate to ensure full performance by Developer by the extended completion date; and (3) that such an extension would not be in conflict with the conditions of the approved Reclamation Permit. Gunnison County may require Developer to provide, at Developer's cost, supplemental estimates by Developer's engineer of the costs of completion and to provide additional security as a prerequisite to its extension of any completion date. Any extended completion date granted by Gunnison County hereunder may be further extended in like manner.

C. Each contract entered into by Developer for construction of the Improvements shall provide that Gunnison County is a third party beneficiary with all rights to enforce such contracts in place of Developer in the event of a default by Developer. Developer shall provide to Gunnison County a copy of each such contract upon its execution.

D. Gunnison County reserves the right not to permit construction of any building in the Project prior to full completion of the Improvements described in paragraph 7 herein.

4. Estimated Cost. The total cost of the Improvements to be constructed by the Developer is currently estimated to be Six Hundred Eighty-Three Thousand Two Hundred and Sixteen and 00/100 U.S. Dollars (\$ 683,216).

5. Security. In order to secure all obligations of the Developer herein, the Developer and Gunnison County agree that the Developer shall, at Developer's sole cost, and before starting work on any phase of the Project or Improvements, and before conveying any portion of the Project, obtain and provide to Gunnison County either cash, a bond, an irrevocable letter of credit or other performance guarantee in a form and content satisfactory to Gunnison County to the benefit of Gunnison County in the amount of \$18,286.60 which is calculated based upon the Reclamation Permit Application. If said security is in the form of cash, it will be placed by Gunnison County in an interest-bearing account; the interest shall accrue to Developer at 1% less than received by Gunnison County.

If the contract(s) provided to Gunnison County pursuant to paragraph 3C indicate a substantially different total cost than estimated in paragraph 4, the amount of security may be increased or decreased. For the purposes of this paragraph 5, substantial is defined as 10 percent or more.

Pending full performance of all of the terms and conditions hereof by the Developer, Gunnison County shall retain said security and shall remain the beneficiary of such security. In the event of any uncured default hereunder Gunnison County in its sole discretion, and without any other authority required, may draw upon said security up to the full amount of Eighteen Thousand Two Hundred and Eighty-Six and 60/100 U.S. Dollars (\$ 18,286.60), upon presentation by Gunnison County to the issuer of a written statement by Gunnison County that such uncured default exists. Upon timely performance of all terms and conditions hereof, said security shall be tendered by Gunnison County to the Developer, except as provided in paragraph 7C.

6. Certification.

A. Not later than December 31, 2025, a registered Colorado engineer retained by the Developer at its expense shall certify to Gunnison County whether the Developer's construction obligations regarding Improvements under this agreement have been fully and faithfully performed according to design and time specifications. Upon receipt by the Office of the County Attorney of such certification and receipt of a complete as-built specifications and drawings, Gunnison County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of Gunnison County. Developer agrees not to cover or otherwise prevent inspection of the Improvements constructed hereunder until Developer's engineer and Gunnison County's representative have had reasonable opportunity to inspect such Improvements.

B. Not later than December 31, 2025, Developer shall provide to Gunnison County Attorney a sworn affidavit, signed by the Developer's authorized representative, that the Improvements completed have been paid for, in full, by the Developer. The Developer shall be responsible for the information so provided. Said written certification will be reviewed by Gunnison County, but Gunnison County shall have no responsibility or liability to any party regarding the veracity of the information so provided.

7. Scope of Work.

A. The scope of work to be done by the Developer shall include, but not be limited to:

7.1 The plans titled, "Marble Airfield Stream Stabilization and Restoration Plan", prepared by Wright Water Engineers, Inc., dated 07/01/2024, and labeled as Appendix C; and

7.2 The cost estimates titled, "Marble Airfield 2025", prepared by Environmental Excavation LLC, dated November 26, 2024, and labeled as Appendix D; and

7.3 The terms and conditions of the Reclamation Permit for Marble Airfield Stream Stabilization and Restoration (RP-25-00006), labeled as Appendix E and to include noxious weed control to the satisfaction and approval of Gunnison County Weed Coordinator; and

B. The conditions of this Agreement and Reclamation Permit No. 25-00006 are such that if the obligations hereunder of the Developer are well, truly, faithfully and timely performed by Developer, inspected and certified to by the Developer's engineer, and such performance is accepted by Gunnison County in Gunnison County's sole discretion, the Developer's obligations to Gunnison County under this Agreement except as set forth in 7C below shall be at an end; otherwise such conditions and obligations shall remain in full force and effect.

C. For a period of one year from and after the acceptance of all of the work described in paragraph 7A above, Developer shall, at its own expense, make all needed repairs and replacements to such work as shall, in Gunnison County's reasonable opinion, become necessary. Gunnison County shall have the right to retain up to Eighteen Thousand Two Hundred and Eighty-Six and 60/100 U.S. Dollars (\$ 18,286.60) of the security for up to one year following the acceptance of all of the work described in paragraph 7A above, as security to ensure such repair and replacement. Gunnison County shall have the right to retain all of the Reclamation costs in the amount of Eighteen Thousand Two Hundred and Eighty-Six and 60/100 U.S. Dollars (\$ 18,286.60) for a two-year period after completion of initial reclamation efforts to ensure the disturbed areas have been reclaimed to Gunnison County's satisfaction.

8. Partial Release of Security.

A. Gunnison County recognizes that as work proceeds upon the Improvements, Gunnison County's need for security shall be reduced. Accordingly, Gunnison County may make a reasonable partial release of the security to be delivered to Gunnison County pursuant to paragraph 5 herein upon receipt of a written completion; upon receipt of certification by Developer's engineer stating the

estimated cost of remaining such certification, Gunnison County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of Gunnison County. If Gunnison County does make a partial release, Gunnison County shall retain security equal to: (a) 125 percent of such estimated cost of remaining completion of Improvements plus 25 percent of the original estimated cost of the Improvements; and (b) all the estimated costs of all of the Reclamation; and shall release the balance of all security held by Gunnison County.

B. Upon Developer's entering into a contract or contracts for construction of Improvements hereunder, Developer and Gunnison County may negotiate an addendum to this Agreement setting forth such reasonable schedule for partial releases of the security in accordance with the anticipated construction schedule. In such circumstance, Gunnison County shall designate and authorize Gunnison County Manager to make the partial release(s) hereunder after consultation with appropriate Gunnison County staff.

9. Developer's Default. In the event of any default hereunder by the Developer, Gunnison County shall give notice to the Developer specifying the nature of such default, which notice shall be given by facsimile transmission or by certified mail with return receipt requested addressed to the Developer at: 1314 B Center Dr #456, Medford, OR 97501. In the event the Developer does not remedy such default to the satisfaction of Gunnison County within 14 days following such notice, Gunnison County may elect, in its discretion to exercise all remedies available to it, including but not limited to:

- A. To specifically enforce the terms and conditions of this Agreement;
- B. To draw upon or otherwise obtain the benefit of the security;
- C. To exercise any other rights and obtain any other remedies provided by law;
- D. To obtain from the Developer either an extension of Gunnison County's security hereunder to guarantee the completion of the Improvements only on the conditions: (1) that suitable additional security is provided to Gunnison County to guarantee the construction of said Improvements within the new time period determined by Gunnison County; and (2) that Gunnison County determines that it would not be detrimental to the interest of Gunnison County, the public or the owners of property within the Project to allow such extension; and (3) that Gunnison County determines that it would not be in conflict with the conditions of the approved Reclamation Permit.

E. To engage a manager to supervise the completion of improvements as identified herein. The costs incurred for hiring a manager shall be the responsibility of the Developer and may be withdrawn by Gunnison County from the security. Furthermore, all Gunnison County staff time spent thereafter on this Project shall be calculated at an hourly rate and shall be charged to the Developer and may be withdrawn from security.

10. Notice. All notices and other communications required or permitted under this Agreement shall be in writing and shall be, as determined by the person giving such notice, either hand delivered, mailed by registered or certified mail, return receipt requested or by facsimile or telegraphic communication to the required party at the following addresses:

Gunnison County: Board of Gunnison County Commissioners
 of the County of Gunnison, Colorado
 c/o Gunnison County Attorney
 200 East Virginia
 Gunnison, CO 81230
 Fax No: 970-641-7696

Developer: Marble Airfield LLC
 1314 B Center Dr #456
 Medford, OR 97501

11. Recording of Agreement. Upon its execution, this Agreement shall be recorded by the Developer and shall be a covenant running with the property herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

12. Retention of Police Powers. Gunnison County retains the power and right to impose additional requirements upon Developer with regard to the Project if the failure to do so would place the public or owners of property within the Project in a perilous condition, or in the event of substantially changed conditions; that is, nothing in this Agreement is or shall be construed to be a bargaining away of Gunnison County's police power.

13. Transfer or Assignment. No transfer or assignment of any of the rights or obligations of the Developer under this Agreement shall be permitted without prior written approval of Gunnison County which approval shall not unreasonably be withheld.

14. Title and Authority. The Developer expressly warrants and represents to Gunnison

County that it is the record owner of the real property constituting the Project, and further represents and warrants, *(together with the undersigned individual, that the undersigned individual has full power and authority to enter into this Agreement)*. The Developer *(and the undersigned individual)* understand that Gunnison County is relying on such representations and warranties in entering into this Agreement.

15. Litigation. Nothing contained herein shall prevent either party from obtaining a judicial determination of the violation of its rights hereunder; provided however, that written notice to the other party advising the other party of the alleged violation, and advising that in the event the matter is not resolved by the parties within 14 days thereafter, shall be a condition precedent to the commencement of any litigation.

16. Time of Essence. It is mutually agreed that time of performance is an essential part of this Agreement and that all terms, covenants and conditions herein shall extend to and become obligatory upon the successors and assigns of the respective parties hereto.

17. Venue and Choice of Law. This Agreement is entered into in Gunnison County, Colorado and it is agreed that the exclusive jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado. The exclusive choice of law pertaining to this transaction shall be that of the State of Colorado without giving effect to Colorado choice of law principles.

18. Severability. If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement and the terms and provisions thereof shall not be affected thereby and all other terms and provisions of this Agreement shall be valid and enforceable to the full extent permitted by law.

19. Hold Harmless Clause. The Developer shall indemnify, defend and hold harmless Gunnison County, its officials, employees and agents from and against liability for damages, injury or death which may arise from the direct or indirect operations of the owner, Developer, contractors or subcontractors, which relate to the Project.

20. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

21. Entire Agreement. This Agreement contains the entire and only Agreement between the parties regarding development improvements, and no oral statements or representations not contained in this Agreement shall be of any force and effect between the parties. This Agreement shall not be modified or amended in any manner except by written instrument executed by the parties.

IN WITNESS WHEREOF the parties have executed this Agreement the date first above written.

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

By: _____

ATTEST:

Deputy Gunnison County Clerk

DEVELOPER:

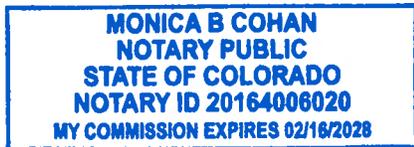
MARBLE AIRFIELD LLC

By: Edward M. Oates, Authorized Signatory

STATE OF COLORADO)
)ss.
COUNTY OF PITKIN)

The foregoing instrument was acknowledged before me this 20th day of June, 2025, by LEONARD M. OATES of Marble Airfield LLC

Witness my hand and seal.
My commission expires: 2/16/28



Monica B. Cohan
Notary Public
Address: 533 E. Hopkins Ave
Suite 201
Aspen, CO 81611

Appendix A.1. Legal Descriptions

All properties are in Section 27, Township 11S, Range 88 West. A table of all legal descriptions is located below.

Table 1: Parcel Legal Descriptions

Owner	Parcel's Owned	Legal Description
Marble Airfield, LLC	291727200006	38.92 ACRES IN SECTION 27, TOWNSHIP 11S, RANGE 88W
River Dance Ranch Inc	291727203037	2.29 ACRES IN SECTION 27, TOWNSHIP 11S, RANGE 88W
	291727203018	LOT 17, BLOCK 4, MARBLE SKI AREA SUBDIVISION, CRYSTAL RIVER FILING
	291727203015	LOT 20, BLOCK 4, MARBLE SKI AREA SUBDIVISION, CRYSTAL RIVER FILING
	291727203014	LOT 21, BLOCK 4, MARBLE SKI AREA SUBDIVISION, CRYSTAL RIVER FILING
Travis Omiah	291728108008	2.2 ACRES IN SECTIONS 27 & 28, TOWNSHIP 11S, RANGE 88W

*Legal descriptions pulled from the Gunnison County Accessors shapefile.

Appendix A.2. Parcel Deeds

When recorded return to:
Holland & Hart LLP
1800 Broadway, Suite 300
Boulder, CO 80302
Attn: Beat U. Steiner



no doc Fee
Consideration less than \$500

QUITCLAIM DEED
(Water Rights)

This QUITCLAIM DEED, made this 18th day of June, 2014 by GLEN AND DIANE GALLEGOS (the "Grantors"), whose street address is 2491 I 1/2 Road Grand Junction, CO 81505-9697, in favor of Marble Airfield, LLC, a Delaware limited liability company (the "Grantee"), whose street address is PO Box 1860, Bentonville, AR 72712.

WITNESS, that Grantors, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have quitclaimed and sold to Grantee and Grantee's successors and assigns forever, all of Grantor's right, title and interest to all water and water rights, whether adjudicated or unadjudicated, absolute or conditional, and all ditches and ditch rights, storage rights, spring and seepage rights, wells and well permits, underground water (whether tributary or nontributary), shares of stock in water, ditch, or reservoir companies, and all other rights which are, have been, or may be used on or in connection with, or are appurtenant to, or located on or underlying, or in any way associated with the real property located in the County of Gunnison and State of Colorado described as set forth on Exhibit A attached hereto and made a part hereof, including, without limitation, the water rights specifically identified on Exhibit B attached hereto and made a part hereof (collectively, the "Water Rights").

TOGETHER, with such easements, rights-of-way, water diversion, carriage, storage, and transmission facilities, and all other improvements or appurtenances owned by Grantors and related to, associated with, or historically used on or in connection with the Water Rights, or which may be necessary for the development, operation, or maintenance of the Water Rights.

IN WITNESS WHEREOF, Grantors have executed this Quitclaim Deed on the date set forth above.

By: Diane Gallegos
Name: Diane Gallegos

By: Glen Gallegos
Name: Glen Gallegos



STATE OF COLORADO)
) ss.
COUNTY OF Mesa)



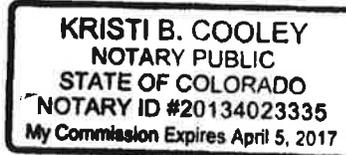
The foregoing instrument was acknowledged before me this 17 day of June, 2014, by Diane Gallegos.

Witness my hand and official seal.

My commission expires: 4/5/17

Kristi B. Cooley
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)



The foregoing instrument was acknowledged before me this 17 day of June, 2014, by Glen Gallegos.

Witness my hand and official seal.

My commission expires: 4/5/17

Kristi B. Cooley
Notary Public



Exhibit A
to
Quitclaim Deed
(Water Rights)

Legal Description of the Land

TRACT 1:

A PARCEL OF LAND SITUATED IN THE SW1/4 NE1/4 OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 88 WEST, OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO, LYING SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF GUNNISON COUNTY ROAD NO. 3 AND NORTHERLY OF THE CENTERLINE OF THE CRYSTAL RIVER, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE WHENCE A GLO BRASS CAP FOUND IN PLACE AND PROPERLY MARKED FOR THE NORTHEAST CORNER OF SAID SECTION 27 BEARS NORTH 43°01'23" EAST 1929.12 FEET; THENCE SOUTH 00°10'46" WEST 776.31 FEET TO A POINT IN THE CENTER OF SAID CRYSTAL RIVER; THENCE NORTH 80°00'00" WEST 586.25 FEET ALONG THE CENTER OF SAID RIVER; THENCE NORTH 65°00'00" WEST 796.21 FEET ALONG THE CENTER OF SAID RIVER; THENCE NORTH 00°16'00" EAST 642.14 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 3; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ON THE FOLLOWING FIVE COURSES: 330.10 FEET ALONG THE ARC OF A 535.40 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 77°41'46" EAST 324.89 FEET; THENCE SOUTH 60°02'00" EAST 369.67 FEET; THENCE 467.69 FEET ALONG THE ARC OF A 573.19 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 83°24'30" EAST 454.82 FEET; THENCE NORTH 73°13'01" EAST 87.79 FEET; THENCE 133.69 FEET ALONG THE ARC OF A 170.67 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 84°20'33" EAST 130.30 FEET TO THE POINT OF BEGINNING, COUNTY OF GUNNISON, STATE OF COLORADO

TRACT 2:

A PARCEL OF LAND SITUATED IN THE NW1/4 OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO, LYING NORTHERLY OF THE CENTERLINE OF THE CRYSTAL RIVER, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF GUNNISON COUNTY ROAD NO. 3 WHENCE A GLO BRASS CAP FOUND IN PLACE AND PROPERLY MARKED FOR THE NORTHWEST CORNER OF SAID SECTION 27 BEARS NORTH 00°03'00" EAST 539.85 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ON THE FOLLOWING EIGHT COURSES SOUTH 86°22'31" EAST 182.50 FEET; THENCE 199.82 FEET ALONG THE ARC OF A 1520.82 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 82°36'44" EAST 199.68 FEET; THENCE SOUTH 78°14'48" EAST 207.47 FEET; THENCE 206.88 FEET ALONG THE ARC OF A 618.55 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 87°49'41" EAST 205.91 FEET; THENCE NORTH 82°40'59" EAST 90.72 FEET; THENCE NORTH 78°22'21" EAST 102.06 FEET; THENCE NORTH 72°40'44" EAST 104.69 FEET; THENCE NORTH 38°15'36" EAST 5.24 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE ON A COURSE BEARING SOUTH 17°13'25" EAST FOR 80.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 3; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ON THE



FOLLOWING FIVE COURSES: 350.69 FEET ALONG THE ARC OF A 451.29 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 84°57'42" EAST 341.93 FEET; THENCE SOUTH 62°42'00" EAST 877.32 FEET; THENCE 315.15 FEET ALONG THE ARC OF A 506.26 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 80°32'00" EAST 310.08 FEET; THENCE NORTH 81°37'58" EAST 87.07 FEET; THENCE 28.11 FEET ALONG THE ARC OF A 535.40 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 83°08'16" EAST 28.10 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE ON A COURSE BEARING SOUTH 00°16'00" WEST FOR 642.14 FEET TO A POINT IN THE CENTER OF SAID CRYSTAL RIVER; THENCE NORTH 65°50'00" WEST 1603.79 FEET ALONG THE CENTER OF SAID RIVER; THENCE NORTH 81°38'00" WEST 1070.00 FEET ALONG THE CENTER OF SAID RIVER; THENCE SOUTH 84°07'00" WEST 122.14 FEET ALONG THE CENTER OF SAID RIVER; THENCE NORTH 00°03'00" EAST 406.05 FEET TO THE POINT OF BEGINNING, COUNTY OF GUNNISON, STATE OF COLORADO

TRACT 3:

A PARCEL OF LAND SITUATED IN THE N1/2 NE1/4 OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO, LYING NORTHERLY OF THE CENTERLINE OF THE CRYSTAL RIVER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A GLO BRASS CAP FOUND IN PLACE AND PROPERLY MARKED FOR THE NORTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 00°03'00" WEST 945.90 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID SECTION 28 TO A POINT IN THE CENTER OF SAID CRYSTAL RIVER; THENCE ALONG SAID CENTER ON THE FOLLOWING FOUR COURSES; SOUTH 84°07'00" WEST 457.86 FEET; THENCE NORTH 66°01'00" WEST 344.00 FEET; THENCE NORTH 14°31'00" WEST 418.00 FEET; THENCE NORTH 66°40'00" WEST 827.84 FEET; THENCE LEAVING SAID RIVER CENTER ON A COURSE BEARING NORTH 54°53'19" EAST FOR 21.55 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF GUNNISON COUNTY ROAD NO. 3; THENCE ALONG SAID RIGHT-OF-WAY LINE 116.67 FEET ALONG THE ARC OF 360.97 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 25°41'48" WEST FOR 116.16 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF SAID SECTION 28; THENCE NORTH 89°53'00" EAST 1668.22 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING EXCEPTING ALL THAT PORTION OF THE NE1/4 NE1/4 OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 88 WEST, 6TH P.M. GUNNISON COUNTY, COLORADO, CONSISTING OF A STRIP OF LAND 60 FEET IN WIDTH, 30 FEET LYING ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE RIGHT-OF-WAY FOR THE COUNTY ROAD WHENCE THE NORTHEAST CORNER OF SECTION 28 BEARS NORTH 50°01' EAST 769.5 FEET AND RUNNING THENCE SOUTH 04°54' WEST 236 FEET; THENCE 60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS OF WHICH IS 43.5 FEET AND A CHORD OF WHICH RUNS SOUTH 43°30' WEST 55.4 FEET; THENCE SOUTH 84°06' WEST 107 FEET TO THE CENTER OF THE CRYSTAL RIVER, COUNTY OF GUNNISON, STATE OF COLORADO

TRACT 4:

A 60 FOOT WIDE ACCESS EASEMENT SITUATED IN NW1/4 NW1/4 OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO, LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GUNNISON COUNTY ROAD NO. 3 AS BUILT AND IN PLACE WHENCE A GLO BRASS CAP FOUND IN PLACE AND PROPERLY MARKED FOR THE NW CORNER OF SAID SECTION 27 BEARS NORTH 31°20'49" WEST 672.39 FEET; THENCE NORTH 07°34'53" EAST 95.43 FEET; THENCE 98.09 FEET ALONG THE ARC OF A 67.49 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 34°03'22" WEST 89.68 FEET; THENCE NORTH 75°41'38" WEST 97.37 FEET; THENCE 139.02 FEET ALONG THE ARC OF A 480.74 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 67°24'32"



WEST 138.54 FEET; THENCE NORTH 59°07'27" WEST 30.92 FEET; THENCE 67.91 FEET ALONG THE ARC OF A 169.50 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 70°36'08" WEST 67.45 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID SECTION 27 WHENCE SAID NW CORNER OF SECTION 27 BEARS NORTH 00°03'03" EAST, 289.80 FEET, AS SHOWN IN EASEMENT RECORDED OCTOBER 26, 1995 IN BOOK 772 AT PAGE 909, COUNTY OF GUNNISON, STATE OF COLORADO

TRACT 5:

A STRIP OF LAND 100 FEET IN WIDTH SITUATED IN THE SE1/4 NE1/4 OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO. SAID STRIP OF LAND LIES 50.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGINNING AT A POINT WHENCE THE WEST 1/4 CORNER OF SAID SECTION 27 BEARS SOUTH 78°42'09" WEST 4652.50 FEET; THENCE NORTH 77°16'02" WEST 600 FEET TO A POINT ON THE WESTERLY LINE OF SAID SE1/4 NE1/4, AS SHOWN IN INSTRUMENT RECORDED JULY 30, 1985 IN BOOK 619 AT PAGE 927 AND RECORDED OCTOBER 14, 2008 AT RECEPTION NO. 587072 , COUNTY OF GUNNISON, STATE OF COLORADO



Exhibit B
to
Bargain and Sale Deed
(Water Rights)

Water Rights

1. Reh Ditch and Reservoir, Priority No. 763, 13.592 acre-feet for recreation, fish culture, irrigation, and livestock water, with an appropriation date of August 1, 1955, and a priority date of November 11, 1957, as originally decreed by the Garfield County District Court in Civil Action No. 5884, and made absolute by decree of the Water Court (Water Division 5) dated June 3, 1980, in Case No. W-3486.
2. Gallegos Pond #1, 2.5 acre-feet for fish culture, wildlife and stock watering purposes, as conditionally decreed by the Water Court (Water Division 5) on March 8, 2012, in Case No. 11CW11.
3. All water and water rights associated with Well Permit Nos. 44488 (dated February 18, 1971), 285478 (dated April 14, 2011), and 285479 (April 14, 2011).
4. All water and water rights associated with that certain Application for Water Rights and Approval for Plan of Augmentation filed in Case No. 13CW3084 (Water Division 5).

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WARRANTY DEED

THIS DEED is dated the 8th day of July, 2015, and is made between

RIVER DANCE RANCH, LLC, A Colorado corporation MORE PROPERLY KNOWN AS RIVER DANCE RANCH, LLC, A Colorado limited liability company

(whether one, or more than one), the "Grantor" of the County of Arapahoe and State of Colorado and

RIVER DANCE RANCH, INC., A Colorado corporation

(whether one, or more than one), the "Grantee", whose legal address is 648 Pineneedle Court, Grand Junction, CO 81506 of the County of Mesa and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of **Ten dollars and other good and valuable consideration (\$10.00)**, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Gunnison and State of Colorado described as follows:

See Exhibit "A" attached hereto and made a part hereof

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantees, and the Grantees' heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns: that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to:

2015 taxes and all subsequent years, restrictions, reservations, covenants, easements and rights-of-way of record, if any.

And the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, in the quiet and peaceable possession of the Grantees, and the heirs and assigns of the Grantees, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

River Dance Ranch, LLC, a Colorado corporation more properly known as River Dance Ranch, LLC, a Colorado limited liability company

by: X *Kasey Conger*, Pres
Kasey Conger, President

State of Colorado
County of Arapahoe

The foregoing instrument was acknowledged before me this 6 day of July, 2015 by Kasey Conger, President of River Dance Ranch, LLC., a Colorado corporation more properly known as River Dance Ranch, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Gilda Armour
Notary Public

GILDA ARMOUR
Notary Public
State of Colorado
Notary ID: 20054023375
My Commission Expires July 24, 2018

634153

7/17/2015 3:14:14 PM 2 of 2

Gunnison County, CO

**EXHIBIT "A"
LEGAL DESCRIPTION**

Lots 96 through 112, both inclusive, and Lot 114, Block 3, and Lots 16 through 22, both inclusive, and Lots 33 through 35, both inclusive, Block 4, according to the Plat of Marble Ski Area - Crystal River Filing recorded December 11, 1970, at Reception No. 282561; and

All of the Open Space lying northerly of Block 4, and lying immediately East of that property conveyed in Quit Claim Deed recorded April 23, 2013, at Reception No. 619725 of the records of Gunnison County Clerk and Recorder, of said subdivision, EXCEPT Open Space abutting and lying to the North of Lots 23 through 27, both inclusive, and Lot 113;

SUBJECT to an easement for ingress, egress and underground utilities for the benefit of Lots 23, 24, 25, 26, 27, 30 and 113, and the Open Space abutting and lying to the North of Lots 23 through 27, both inclusive, and Lot 113, of an existing gravel driveway commencing on Lot 97 of Block 3 at Milton Way and continuing generally North through Lot 97 of Block 3 and through Lot 106 of Block 3 and Milton Circle Road and entering Lot 25 of Block 4 at its Southwest corner;

FURTHER SUBJECT TO an easement for location of a septic system, including a leach field to be located upon either Lot 104 or 105, whichever lot location best suits the development of the system;



QUITCLAIM DEED

The "Grantor" (whether one or more than one),

Brannin Travis

whose legal address is 8846 S Kline, #304, Littleton, CO 80127

of the *County of Jefferson and State of

Colorado, for the consideration of

Ten and other valuable consideration DOLLARS, (\$ 10.00),

in hand paid, hereby sells and quitclaims to Omiah Travis

(whether one or more than one), the "Grantee", whose legal address is

8846 S Kline, #304, Littleton, CO 80127

of the County of Jefferson and State of Colorado, the following

real property in the *County of Gunnison and State of Colorado, to wit:

Lot 117, Block 3,
and Lots 1 through 11, both inclusive, Block 4, Marble Ski Area, Crystal River Filing, according to the Plat recorded December 11, 1970 at Reception No. 282561,
and that portion of the Open Space lying northerly of Lots 1 through 8, Block 4, and westerly of a line between the Northeast corner of said Lot 8 and Corner No. 5 of the exterior boundary of said Subdivision,
and that portion of the Open Space lying northerly of Lots 9 through 11, Block 4, described as follows: Beginning at the Northeast corner of said Lot 11, being the most Westerly corner of Lot 12 in said Block 4, thence North 17°53'08" East along the Northwestern line of said Lot 12 a distance of 68.77 feet to the Northwestern corner of said Lot 12; thence continuing North 17°53'08" East to a point on Line 5-4 of the exterior boundary of said subdivision; thence Westerly along said exterior boundary to Corner No. 5 of said exterior boundary; thence South along the Easterly line of that tract of land as described in Deed recorded August 12, 2010 at Reception No. 600081 to the Northeast corner of Lot 8, Block 4 of said Subdivision, being the Northwestern corner of said Lot 9; thence along the Northerly line of said Lots 9, 10 and 11 to the Point of Beginning,

County of Gunnison, State of Colorado.

also known by street address as:

and assessor's schedule or parcel number: R014435, R070743, R070744, R014243, R014244, R014246, R014430, R014245, R014263, R014431

with all its appurtenances.

Signed this ³¹ day of February April 17, 20 13

Brannin Travis

*Insert "City and" where applicable.





STATE OF COLORADO

County of

} ss.

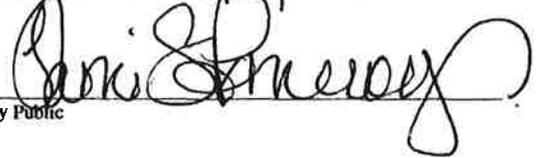
The foregoing instrument was acknowledged before me this
by Brannin Travis.

day of ~~February~~ ^{TP} April 17, 2013

TAMI S. POMEROY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044024446
MY COMMISSION EXPIRES 02/28/2017

Witness my hand and official seal.

My commission expires: 2/28/2017



Notary Public

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

S Dominguez Gunnison County, CO
6/19/2014 12:47:09 PM
488

627244
Page 1 of 6
R 243.00 D 207.00

When recorded return to:
Holland & Hart LLP
1800 Broadway, Suite 300
Boulder, CO 80302
Attn: Beat U. Steiner



Doc Fee \$ 207.00

GENERAL WARRANTY DEED
[Statutory Form - C.R.S. § 38-30-113]

Gallegos and Associates, LLC (also known as Gallegos and Associates), a Colorado limited liability company ("Grantor"), whose street address is 2491 I 1/2 Road Grand Junction, CO 81505-9697, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to Marble Airfield LLC, a Delaware limited liability company ("Grantee"), whose street address is PO Box 1860, Bentonville, AR 72712, the real property in the County of Gunnison and State of Colorado described in Exhibit A attached hereto and made a part hereof, with all its appurtenances, and warrants the title to the same, subject to the matters set forth on Exhibit B attached hereto and made a part hereof.

The street address for the foregoing property is: 222 Meadow Lane, Marble, Colorado 81623.

Signed as of this 18th day of June, 2014.

GALLEGOS AND ASSOCIATES, LLC,
(also known as Gallegos and Associates),
a Colorado limited liability company

By: Diane H. Gallegos
Name: Diane H. Gallegos
Title: Member

By: Glen H. Gallegos
Name: Glen H. Gallegos
Title: Member



87001876



**EXHIBIT A
TO
GENERAL WARRANTY DEED**

LEGAL DESCRIPTION

TRACT 1:

A PARCEL OF LAND SITUATED IN THE SW1/4 NE1/4 OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 88 WEST, OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO, LYING SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF GUNNISON COUNTY ROAD NO. 3 AND NORTHERLY OF THE CENTERLINE OF THE CRYSTAL RIVER, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE WHENCE A GLO BRASS CAP FOUND IN PLACE AND PROPERLY MARKED FOR THE NORTHEAST CORNER OF SAID SECTION 27 BEARS NORTH 43°01'23" EAST 1929.12 FEET; THENCE SOUTH 00°10'46" WEST 776.31 FEET TO A POINT IN THE CENTER OF SAID CRYSTAL RIVER; THENCE NORTH 80°00'00" WEST 586.25 FEET ALONG THE CENTER OF SAID RIVER; THENCE NORTH 65°00'00" WEST 796.21 FEET ALONG THE CENTER OF SAID RIVER; THENCE NORTH 00°16'00" EAST 642.14 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 3; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ON THE FOLLOWING FIVE COURSES: 330.10 FEET ALONG THE ARC OF A 535.40 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 77°41'46" EAST 324.89 FEET; THENCE SOUTH 60°02'00" EAST 369.67 FEET; THENCE 467.69 FEET ALONG THE ARC OF A 573.19 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 83°24'30" EAST 454.82 FEET; THENCE NORTH 73°13'01" EAST 87.79 FEET; THENCE 133.69 FEET ALONG THE ARC OF A 170.67 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 84°20'33" EAST 130.30 FEET TO THE POINT OF BEGINNING, COUNTY OF GUNNISON, STATE OF COLORADO

TRACT 2:

A PARCEL OF LAND SITUATED IN THE NW1/4 OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO, LYING NORTHERLY OF THE CENTERLINE OF THE CRYSTAL RIVER, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF GUNNISON COUNTY ROAD NO. 3 WHENCE A GLO BRASS CAP FOUND IN PLACE AND PROPERLY MARKED FOR THE NORTHWEST CORNER OF SAID SECTION 27 BEARS NORTH 00°03'00" EAST 539.85 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ON THE FOLLOWING EIGHT COURSES SOUTH 86°22'31" EAST 182.50 FEET; THENCE 199.82 FEET ALONG THE ARC OF A 1520.82 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 82°36'44" EAST 199.68 FEET; THENCE SOUTH 78°14'48" EAST 207.47 FEET; THENCE 206.88 FEET ALONG THE ARC OF A 618.55 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 87°49'41" EAST 205.91 FEET; THENCE NORTH 82°40'59" EAST 90.72 FEET; THENCE NORTH 78°22'21" EAST 102.06 FEET; THENCE NORTH 72°40'44" EAST 104.69 FEET; THENCE NORTH 38°15'36" EAST 5.24 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE ON A COURSE BEARING SOUTH 17°13'25" EAST FOR 80.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 3; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ON THE FOLLOWING FIVE COURSES: 350.69 FEET ALONG THE ARC OF A 451.29 FOOT RADIUS CURVE



TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 84°57'42" EAST 341.93 FEET; THENCE SOUTH 62°42'00" EAST 877.32 FEET; THENCE 315.15 FEET ALONG THE ARC OF A 506.26 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 80°32'00" EAST 310.08 FEET; THENCE NORTH 81°37'58" EAST 87.07 FEET; THENCE 28.11 FEET ALONG THE ARC OF A 535.40 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 83°08'16" EAST 28.10 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE ON A COURSE BEARING SOUTH 00°16'00" WEST FOR 642.14 FEET TO A POINT IN THE CENTER OF SAID CRYSTAL RIVER; THENCE NORTH 65°50'00" WEST 1603.79 FEET ALONG THE CENTER OF SAID RIVER; THENCE NORTH 81°38'00" WEST 1070.00 FEET ALONG THE CENTER OF SAID RIVER; THENCE SOUTH 84°07'00" WEST 122.14 FEET ALONG THE CENTER OF SAID RIVER; THENCE NORTH 00°03'00" EAST 406.05 FEET TO THE POINT OF BEGINNING, COUNTY OF GUNNISON, STATE OF COLORADO

TRACT 3:

A PARCEL OF LAND SITUATED IN THE N1/2 NE1/4 OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO, LYING NORTHERLY OF THE CENTERLINE OF THE CRYSTAL RIVER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A GLO BRASS CAP FOUND IN PLACE AND PROPERLY MARKED FOR THE NORTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 00°03'00" WEST 945.90 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID SECTION 28 TO A POINT IN THE CENTER OF SAID CRYSTAL RIVER; THENCE ALONG SAID CENTER ON THE FOLLOWING FOUR COURSES; SOUTH 84°07'00" WEST 457.86 FEET; THENCE NORTH 66°01'00" WEST 344.00 FEET; THENCE NORTH 14°31'00" WEST 418.00 FEET; THENCE NORTH 66°40'00" WEST 827.84 FEET; THENCE LEAVING SAID RIVER CENTER ON A COURSE BEARING NORTH 54°53'19" EAST FOR 21.55 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF GUNNISON COUNTY ROAD NO. 3; THENCE ALONG SAID RIGHT-OF-WAY LINE 116.67 FEET ALONG THE ARC OF 360.97 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 25°41'48" WEST FOR 116.16 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF SAID SECTION 28; THENCE NORTH 89°53'00" EAST 1668.22 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING EXCEPTING ALL THAT PORTION OF THE NE1/4 NE1/4 OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 88 WEST, 6TH P.M. GUNNISON COUNTY, COLORADO, CONSISTING OF A STRIP OF LAND 60 FEET IN WIDTH, 30 FEET LYING ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE RIGHT-OF-WAY FOR THE COUNTY ROAD WHENCE THE NORTHEAST CORNER OF SECTION 28 BEARS NORTH 50°01' EAST 769.5 FEET AND RUNNING THENCE SOUTH 04°54' WEST 236 FEET; THENCE 60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS OF WHICH IS 43.5 FEET AND A CHORD OF WHICH RUNS SOUTH 43°30' WEST 55.4 FEET; THENCE SOUTH 84°06' WEST 107 FEET TO THE CENTER OF THE CRYSTAL RIVER, COUNTY OF GUNNISON, STATE OF COLORADO

TRACT 4:

A 60 FOOT WIDE ACCESS EASEMENT SITUATED IN NW1/4 NW1/4 OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO, LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GUNNISON COUNTY ROAD NO. 3 AS BUILT AND IN PLACE WHENCE A GLO BRASS CAP FOUND IN PLACE AND PROPERLY MARKED FOR THE NW CORNER OF SAID SECTION 27 BEARS NORTH 31°20'49" WEST 672.39 FEET; THENCE NORTH 07°34'53" EAST 95.43 FEET; THENCE 98.09 FEET ALONG THE ARC OF A 67.49 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 34°03'22" WEST 89.68 FEET; THENCE NORTH 75°41'38" WEST 97.37 FEET; THENCE 139.02 FEET ALONG THE ARC OF A 480.74 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 67°24'32" WEST 138.54 FEET; THENCE NORTH 59°07'27" WEST 30.92 FEET; THENCE 67.91 FEET ALONG THE ARC



OF A 169.50 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 70°36'08" WEST 67.45 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID SECTION 27 WHENCE SAID NW CORNER OF SECTION 27 BEARS NORTH 00°03'03" EAST, 289.80 FEET, AS SHOWN IN EASEMENT RECORDED OCTOBER 26, 1995 IN BOOK 772 AT PAGE 909, COUNTY OF GUNNISON, STATE OF COLORADO

TRACT 5:

A STRIP OF LAND 100 FEET IN WIDTH SITUATED IN THE SE1/4 NE1/4 OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO. SAID STRIP OF LAND LIES 50.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGINNING AT A POINT WHENCE THE WEST 1/4 CORNER OF SAID SECTION 27 BEARS SOUTH 78°42'09" WEST 4652.50 FEET; THENCE NORTH 77°16'02" WEST 600 FEET TO A POINT ON THE WESTERLY LINE OF SAID SE1/4 NE1/4, AS SHOWN IN INSTRUMENT RECORDED JULY 30, 1985 IN BOOK 619 AT PAGE 927 AND RECORDED OCTOBER 14, 2008 AT RECEPTION NO. 587072 , COUNTY OF GUNNISON, STATE OF COLORADO



**EXHIBIT B
TO
GENERAL WARRANTY DEED**

TITLE EXCEPTIONS

1. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED SEPTEMBER 23, 1872 IN BOOK 100 AT PAGE 87.
2. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED JANUARY 30, 1893 IN BOOK 101 AT PAGE 100.
3. ALL OIL, GAS, MINERALS AND OTHER MINERAL RIGHTS AS RESERVED IN INSTRUMENT RECORDED MARCH 26, 1956, IN BOOK 294 AT PAGE 468.
4. RIGHT OF WAY EASEMENT AS GRANTED TO CRYSTAL RIVER RAILWAY COMPANY IN INSTRUMENT RECORDED JANUARY 17, 1893, IN BOOK 82 AT PAGE 142.
5. RIGHT OF WAY EASEMENT AS GRANTED TO THE CRYSTAL RIVER AND SAN JUAN RAILWAY COMPANY IN INSTRUMENT RECORDED JULY 27, 1907, IN BOOK 169 AT PAGE 471.
6. RESTRICTIONS AND RIGHT OF WAY EASEMENTS AS CONTAINED IN INSTRUMENT RECORDED DECEMBER 16, 1965, IN BOOK 385 AT PAGE 199.
7. RIGHT OF WAY EASEMENT AS GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED SEPTEMBER 27, 1973, IN BOOK 460 AT PAGE 91.
8. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF EASEMENT RECORDED JULY 30, 1985 IN BOOK 619 AT PAGE 927. REPLACEMENT DESIGNATOR, RECORDED OCTOBER 14, 2008, UNDER RECEPTION NO. 587072.
9. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED JULY 18, 1994 IN BOOK 748 AT PAGE 665.

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Appendix B. Owner Consent Forms



Wright Water Engineers, Inc.

1666 N. Main Avenue, Suite C
Durango, Colorado 81301
(970) 259-7411 TEL
(970) 259-8758 FAX

www.wrightwater.com
e-mail: pfoster@wrightwater.com

February 12, 2024

Via email: Dr@pwsrigs.com

River Ranch Inc.
c/o David Reed
779 Valley Ct.
Grand Junction, CO 81505

Re: Marble Airfield, LLC Partial Restoration Plan / Crystal River

Dear Mr. Reed:

As discussed in our text conversation of January 10, 2024, we are currently engaged by Marble Airfield, LLC in connection with streambank stabilization and stream restoration work on the Crystal River. The proposed work on your property is stream bank restoration as shown on the attached Figure labeled "Concept Left Bank Restoration." It is our understanding that this restoration plan incorporates your requests and concerns addressed onsite. This is the same plan you approved via text message on 1/10/24.

Based on our recent exchange, we understand that you have approved the draft property restoration plan and will grant us access to any property owned and titled in your name for the purposes of obtaining permits and performing this work. As requested, we will provide you with a final design set for review before construction. To that end, we have provided a space below for your signature granting us necessary access to your property for the sole and express purpose of completing work towards this restoration plan.

We have approval from the United States Army Corps of Engineers (Army Corps) and will be submitting permit submittals to Gunnison County for the proposed project, that require your permission for the portion of the project on your property. The Gunnison County required Owner Consent Form is enclosed. If you could please sign, this will allow us to move forward with permitting the project, finalizing the design, and construction.

If you should have any questions, please feel free to contact me. Once we have your approval, granted via signature below, on the Owner Consent Form, and on the attached plan, we will be able to start the final work required to complete the permit requirements.

February 12, 2024

Page 2

Sincerely,

WRIGHT WATER ENGINEERS, INC.

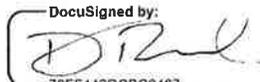
By



Peter R. Foster, P.E.
Vice-President

Approval of Land Owner

I, David Reed, River Ranch, Inc., hereby consent to access to my property for purposes of performance of work required in the partial restoration plan "Concept Left Bank Restoration" and attached to this letter.

DocuSigned by:

70FF442DCBC0487
By _____
David Reed c/o River Ranch Inc.

2/20/2024

Date: _____

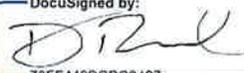
Owner Consent Form

	<p align="center"> Gunnison County, CO Community Development Department 221 N. Wisconsin St. Ste. D, Gunnison, CO 81230 Phone: (970) 641-0360 Website: https://www.gunnisoncounty.org/144/Community-and-Economic-Development Email: planning@gunnisoncounty.org </p>
---	--

AGREEMENT AND CONSENT OF PROPERTY OWNER FOR REPRESENTATION BY OTHER PERSON DURING THE PERMITTING AND DEVELOPMENT PROCESS

I/We, River Ranch Inc. c/o David Reed Owner(s) of the described property. (If this property is in a trust, please identify all of the beneficiaries) hereby authorize Wright Water Engineers, Inc. as our representative through the permitting and development process and give authorization for this representative to act on our behalf during the project and to be the primary person to be contacted as necessary by the Community Development Department for our property located at the following address and legal description:

Signature of Owner/s

DocuSigned by:

 70FE442DCBC0487

Signature of Owner/s

2/20/2024



Wright Water Engineers, Inc.

1666 N. Main Avenue, Suite C
Durango, Colorado 81301
(970) 259-7411 TEL
(970) 259-8758 FAX

www.wrightwater.com
e-mail: pfooster@wrightwater.com

February 5, 2024

Via email: omiaht@gmail.com

Oemiah Travis
P.O. Box 270052
Littleton, CO 80120

Re: Marble Airfield, LLC Restoration Plan / Crystal River

Dear Mr. Travis:

We are currently engaged by Marble Airfield, LLC, in connection with the Marble Airfield Stream Stabilization and Restoration Project on the Crystal River (Project). We presently have approval from the United States Army Corps of Engineers (Army Corps) and a submittal pending approval from Gunnison County for work that we plan to perform in August and September of 2025.

The work on your parcel consists of some grading to tie in and provide conformity along the bank of the river along with anchoring a temporary turbidity curtain. The turbidity curtain will be removed after the Project is completed.

Based upon our telephone conversation in March of 2023, we understand that you are willing to allow us access to any property owned and titled in your name with equipment in the river for the purposes of performing the restoration work. Please sign this letter providing us approval to have minimal access to your property requested for purposes of the restoration. We have also included a Gunnison County Owner Consent Form for your signature, which is required for permitting through the county.

If you should have any questions, please feel free to contact me. We would appreciate it if you would promptly get back to us with your signed approval. Please return a scanned copy via email and mail the original signature to the address in the title block above.

February 5, 2025

Page 2

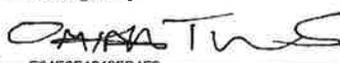
Sincerely,

WRIGHT WATER ENGINEERS, INC.

By 
Peter R. Foster, P.E.
Vice President

Approval of Land Owner

I, Omiah Travis, hereby consent to access to my property for purposes of performance of work required in the restoration plan attached to this letter.

DocuSigned by:
By 
Omiah Travis

Date: Feb 5, 2025

Owner Consent Form



Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360
Website: <https://www.gunnisoncounty.org/144/Community-and-Economic-Development>
Email: planning@gunnisoncounty.org

AGREEMENT AND CONSENT OF PROPERTY OWNER FOR
REPRESENTATION BY OTHER PERSON DURING THE PERMITTING AND DEVELOPMENT PROCESS

I/We, Marble Airfield, LLC Owner(s) of the described property. (If this property is in a trust, please identify all of the beneficiaries) hereby authorize Wright Water Engineers, Inc. as our representative through the permitting and development process and give authorization for this representative to act on our behalf during the project and to be the primary person to be contacted as necessary by the Community Development Department for our property located at the following address and legal description:

MARBLE AIRFIELD, LLC
By [Signature] Authorized Signatory
Signature of Owner/s

Signature of Owner/s

Appendix C. Marble Airfield Stream Stabilization and Restoration Plan

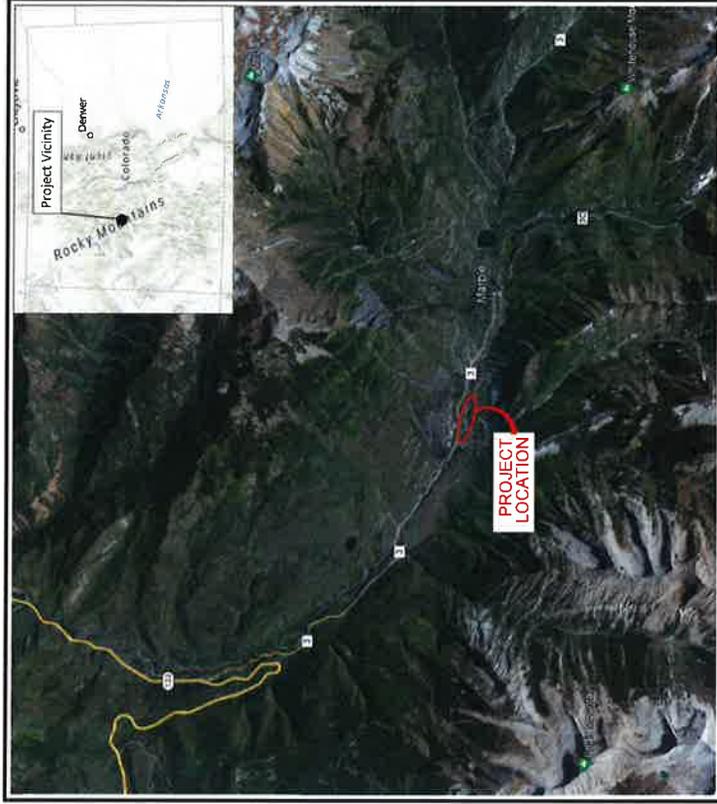
MARBLE AIRFIELD STREAM STABILIZATION AND RESTORATION PLAN

GENERAL NOTES

1. THE INTENT OF THE STABILIZATION AND RESTORATION DESIGN OF THE CRYSTAL RIVER IS TO RESTORE THE DYNAMIC FUNCTION OF THE STREAM CORRIDOR WHILE PROTECTING THE MARBLE AIRFIELD AND THE ADJACENT RIVER BANKS. THE BENTLEY BENDWAY WEIERS CONSTRUCTED ON THE SOUTHER BANK IN SUMMER OF 2022, AS WELL AS ENHANCE THE DYNAMIC BRAIDED SYSTEM TO ACHIEVE NATURAL FUNCTION OF THE BANK SOME OF WHICH ARE CURRENTLY BEING RECONSTRUCTED. THE DESIGN PLANS SHOULD BE COORDINATED AND APPROVED BY THE ENGINEER AND OWNER.
2. MINOR UPDATES TO THE DESIGN MIGHT TAKE PLACE BETWEEN BIDDING AND CONSTRUCTION AS REQUIRED BY PERMITTING. ANY CHANGES TO THE DESIGN SHALL BE MINOR AND COORDINATED WITH THE SELECTED CONTRACTOR.
3. DESIGN CHANGES IN THE FIELD ARE EXPECTED BASED UPON EXISTING CONDITIONS.
4. CONSTRUCTION IS ANTICIPATED TO BEGIN AUGUST 1ST WITH IN-CHANNEL WORK BEGINNING AUGUST 15.

GUNNISON, COUNTY

PROJECT LOCATION



CONTACTS

ENGINEER
 WRIGHT WATER ENGINEERS, INC.
 818 COLORADO AVE
 SUITE 218
 GLENWOOD SPRINGS, CO 81601

CONTACT:
 SCOTT SCHREIBER, P.E. CFM
 970-645-7755 (OFFICE)

LANDSCAPE ARCHITECT
 CHINOOK LANDSCAPE ARCHITECTURE, LLC
 18216 E MAPLEWOOD PLACE
 CENTENNIAL, CO 80018

CONTACT:
 JON ALTSCHULD, RLA, ASLA
 303-902-9871

SURVEY
 SCPRIS ENGINEERING
 502 MAIN STREET, SUITE A-3
 CARBONDALE, CO 81623

CONTACT:
 GEOFFREY KELLER, P.L.S.
 970-704-0311

SHEET INDEX

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GN01	TITLE SHEET
GN02	NOTES AND LEGEND
GN03	SHEET INDEX
GN04	OVERALL PLAN
GN05	EROSION CONTROL PLAN
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GN07	CROSS SECTIONS
GN08	CROSS SECTIONS
GN09	CROSS SECTIONS
GN10	DETAILED GRADING
GN11	DETAILED GRADING
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GN14	EROSION CONTROL DETAILS
GN15	EROSION CONTROL DETAILS
GN16	LANDSCAPE NOTES
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GN18	LANDSCAPE DETAILS

WRIGHT WATER ENGINEERS, INC.
 818 COLORADO AVE P.O. BOX 218
 GLENWOOD SPRINGS, CO 81602
 (970)945-7755 FAX(970)945-9210

NO.	DATE	DESCRIPTION

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 NOT FOR
 CONSTRUCTION
 PERMIT SET

SECTION	DATE	BY	CHKD	APP'D	REVISION

MARBLE AIRFIELD STREAM STABILIZATION AND RESTORATION PLAN

TITLE SHEET

221-085 040
 GN01



011
 WRIGHT WATER ENGINEERS, INC.
 818 COLORADO AVE.
 P.O. BOX 278
 GLENWOOD SPRINGS, CO 81602
 (970) 945-7755 FAX: (970) 945-8210

WWE WRIGHT WATER ENGINEERS, INC.
 818 COLORADO AVE.
 P.O. BOX 278
 GLENWOOD SPRINGS, CO 81602
 (970) 945-7755 FAX: (970) 945-8210

NO.	BY	DATE	DESCRIPTION

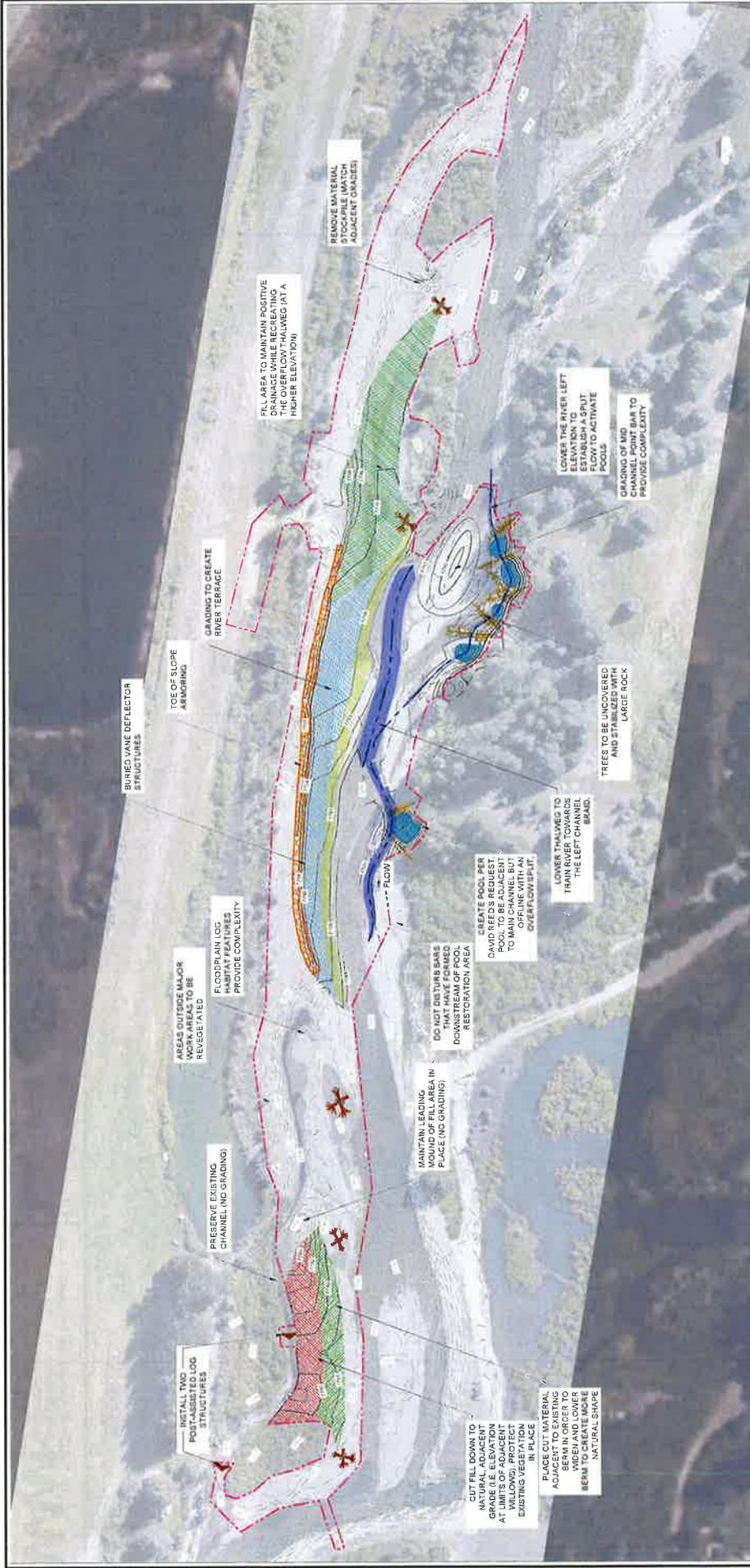
COMMENTS

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 NOT FOR
 CONSTRUCTION
 PERMIT SET

SECTION	DATE	BY	FOR

MARBLE AIRFIELD STREAM STABILIZATION
 AND RESTORATION PLAN

DATE: 23-JUNE 040
 SHEET NO. SI01



NOTES:
 1. AERIAL IMAGE OF CHANNEL BY WME SEPTEMBER 2024

NO.	REV.	DATE	DESCRIPTION

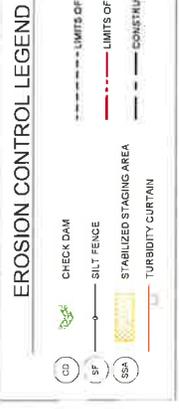
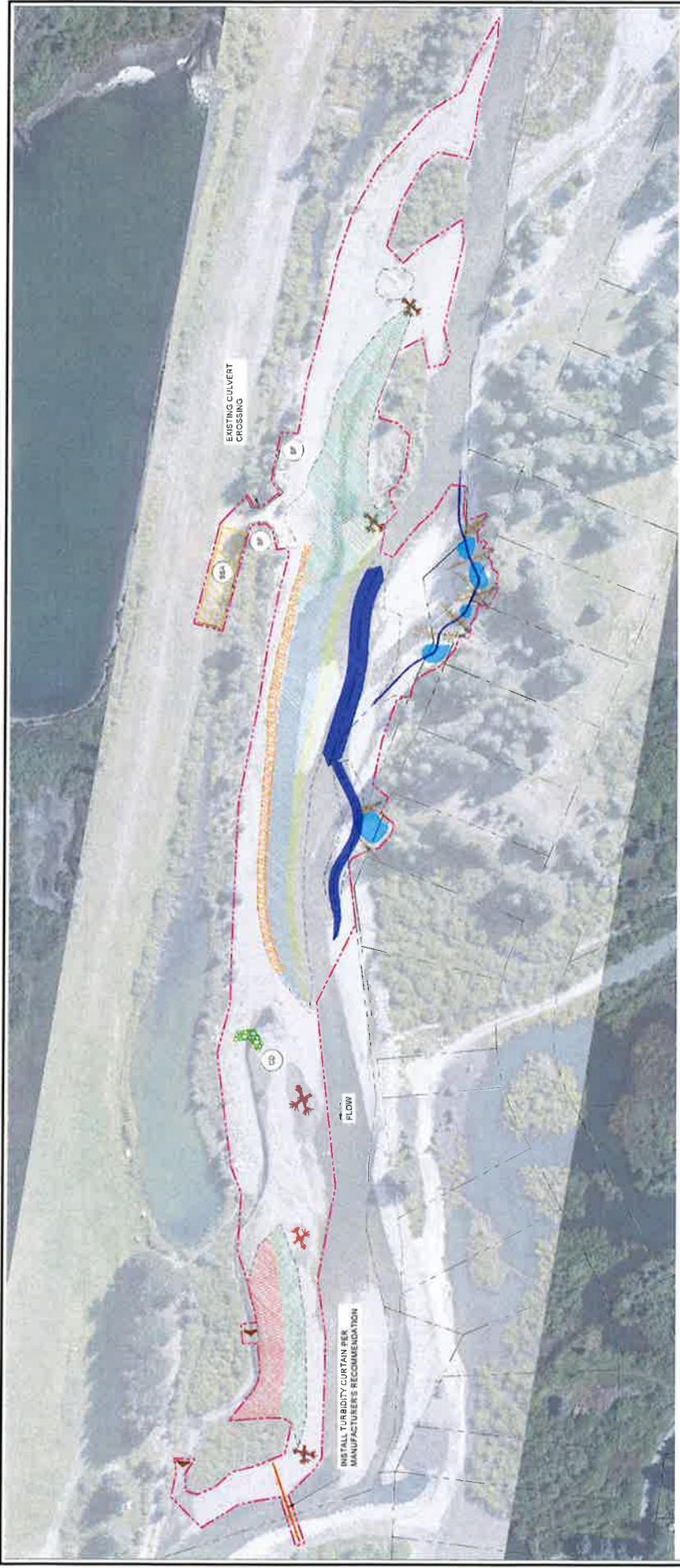
WME WRIGHT WATER ENGINEERS, INC.
 818 COLORADO AVE. P.O. BOX 219
 GLENWOOD SPRINGS, CO 80242
 (303)945-7735 FAX(303)945-8270

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 PERMIT SET

MARBLE AIRFIELD STREAM STABILIZATION
 AND RESTORATION PLAN

OVERALL PLAN

DATE: 22-08-2024
 DRAWING NO: 221-085-040
 PROJECT NO: 221-085-040
 SHEET NO: 0V01



- NOTES:
1. CONTRACTOR TO REVIEW REVEGETATION PLANS FOR ADDITIONAL STABILIZATION MEASURES.
 2. CONTRACTOR TO REVIEW REVEGETATION PLANS FOR ADDITIONAL STABILIZATION MEASURES.
 3. CONTRACTOR RESPONSIBLE FOR RESTORING VEGETATION IMPACTED FROM SITE STAGING AND ACCESS.
 4. SEDIMENT ACCUMULATED IN DOWNSTREAM CHANNEL TO BE REMOVED BY CONTRACTOR AND Hauled OFF-SITE.
 5. REVEGETATION AND EROSION CONTROL BLANKET TO BE PLACED THROUGHOUT DISTURBED AREAS OUTSIDE OF THE MAIN CHANNEL.
 6. STAGING AREA AND EQUIPMENT TO BE STORED OUTSIDE OF THE MAPPED 100-YEAR FLOODPLAIN.



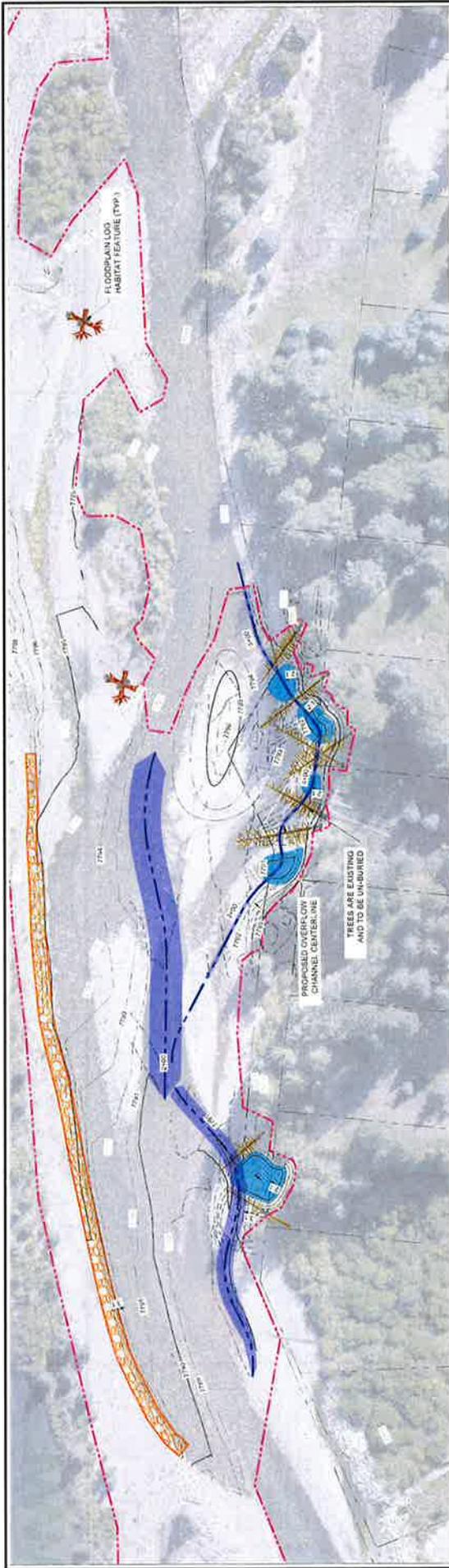
WWE WRIGHT WATER ENGINEERS, INC.
 818 COLORADO AVE. P.O. BOX 218
 GLENWOOD SPRINGS, CO 81602
 (970)945-7755 FAX:(970)945-9210

NO.	DATE	DESCRIPTION	DESIGNER

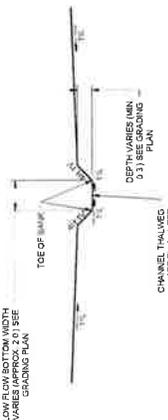
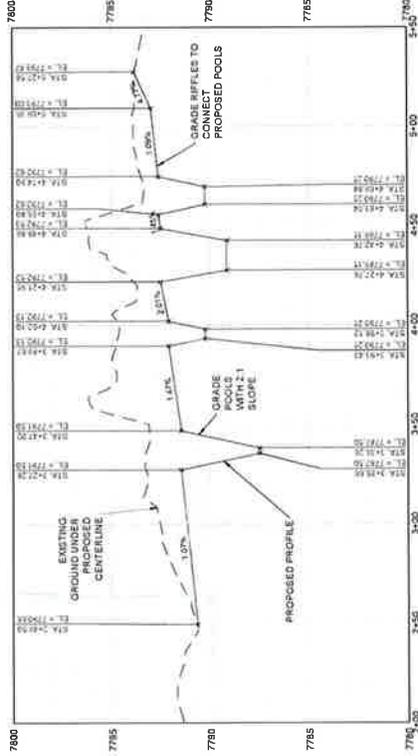
DRAFT
 NOT FOR
 CONSTRUCTION
 PERMIT SET

MARBLE AIRFIELD STREAM STABILIZATION
 AND RESTORATION PLAN
 EROSION CONTROL PLAN

221-065.540
 EC01



- NOTES
1. THE DESIGN OF THIS WORK ALONG THIS RIVER LEFT BANK IS TO BE IN PLACE POOLS THAT CLUSTED PRIOR TO WORK ON THE CRITICAL RIVER A FEW YEARS AGO
 2. THE POOLS ALONG WITH DOWNED TREES EXISTED PRIOR TO THE INITIAL RESTORATION WORK
 3. THE POOLS WILL BE EXCAVATED AND TREES UNHURTED TO MATCH PREVIOUS CONDITIONS
 4. EXACT POOL DEPTH, LENGTH, WIDTH, AND SLOPES MIGHT HAVE SLIGHT MODIFICATIONS TO MEET THE DESIRED INTENT AND ALSO PROVIDE A LIFT
 5. AREAS WILL BE STABILIZED WITH LARGER ROCKS
 6. INTENT OF DESIGN IS TO NOT LOCK RESTORATION MEASURES IN PLACE BUT ALLOW FOR NATURAL VARIABILITY AND GEOMORPHIC CHANGES
 7. WORK HAS BEEN APPROVED BY PROPERTY OWNER



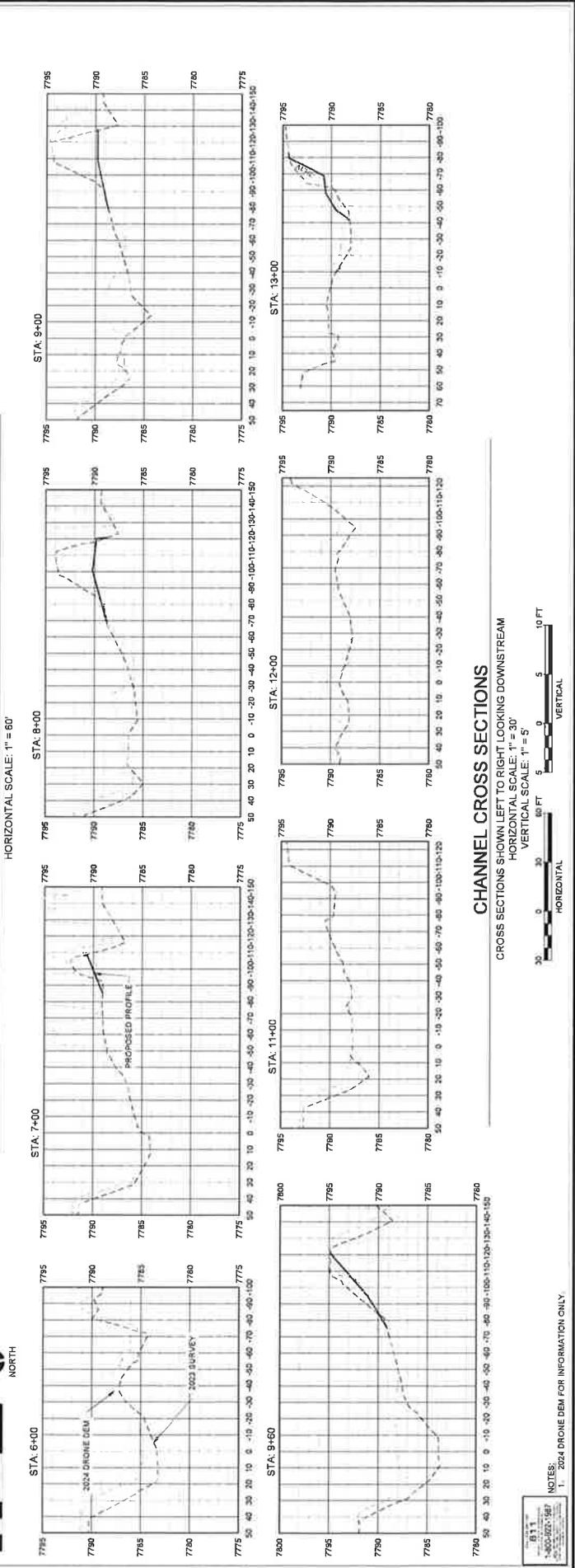
TYPICAL RIFFLE DIMENSION - OVERFLOW CHANNEL

8-11
1-800-527-1987

		WRIGHT WATER ENGINEERS, INC. 818 COLORADO AVE. P.O. BOX 219 GLENWOOD SPRINGS, CO 80502 (970)945-7735 FAX(970)945-9210	
PROJECT: MARBLE AIRFIELD STREAM STABILIZATION AND RESTORATION PLAN DRAWING NO.: 231-088-040 DATE: 11/11/11		SHEET NO.: 11 OF 11 DATE: 11/11/11 DRAWN BY: J. B. WRIGHT CHECKED BY: J. B. WRIGHT DESIGNED BY: J. B. WRIGHT PROJECT MANAGER: J. B. WRIGHT	
COMMENTS:		PLAN AND PROFILE - OVERFLOW CHANNEL	
DRAFT NOT FOR CONSTRUCTION PERMIT SET		PP01	



CHANNEL CROSS SECTION KEY MAP
 HORIZONTAL SCALE: 1" = 80'

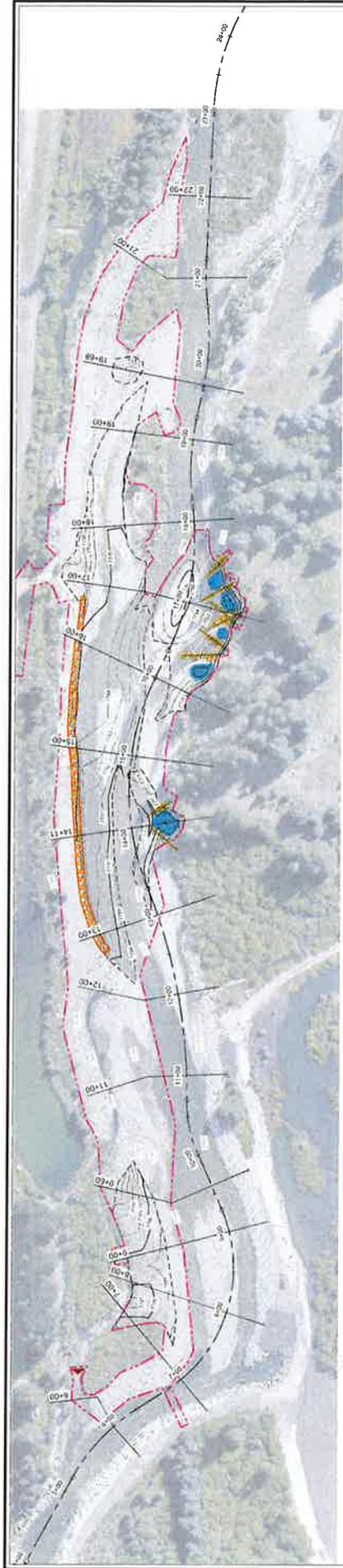


CHANNEL CROSS SECTIONS
 CROSS SECTIONS SHOWN LEFT TO RIGHT LOOKING DOWNSTREAM
 HORIZONTAL SCALE: 1" = 30'
 VERTICAL SCALE: 1" = 5'

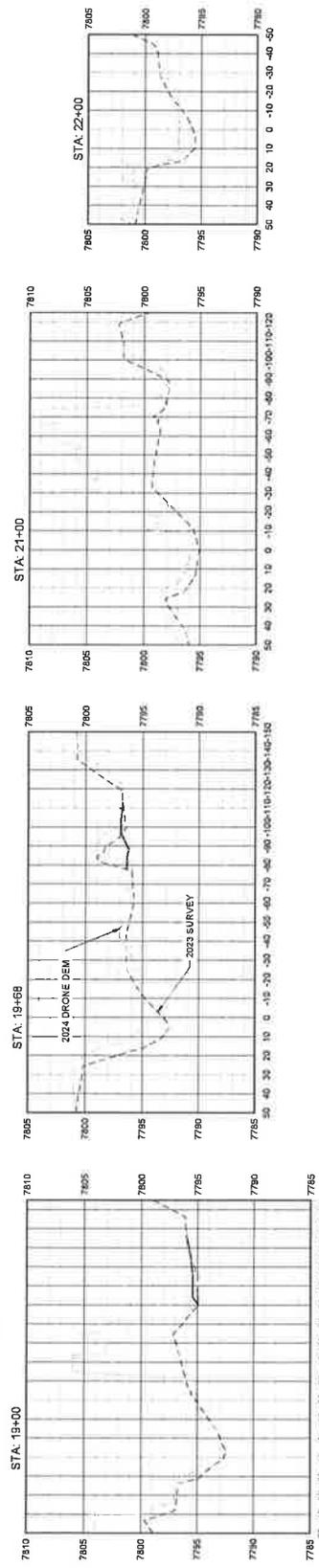


NOTES:
 1. 2024 DRONE DEM FOR INFORMATION ONLY

		WRIGHT WATER ENGINEERS, INC. 818 COLORADO AVE. P.O. BOX 218 GLENWOOD SPRINGS, CO 81602 (970)845-7155 FAX:(970)845-9210	
PROJECT NO. 221-08E 040 SHEET NO. XS01		MARBLE AIRFIELD STREAM STABILIZATION AND RESTORATION PLAN CROSS SECTIONS	
DESIGNER CHECKER DATE	SCALE SHEET NO. PROJECT NO.	DRAFT NOT FOR CONSTRUCTION PERMIT SET	

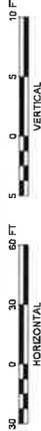


CHANNEL CROSS SECTION KEY MAP
HORIZONTAL SCALE: 1" = 60'



CHANNEL CROSS SECTIONS

CROSS SECTIONS SHOWN LEFT TO RIGHT LOOKING DOWNSTREAM
HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 5'



811
400-503-7817

NOTES:
1. 2024 DRONE DEM FOR INFORMATION ONLY

WWE
WRIGHT WATER ENGINEERS, INC.
818 COLORADO AVE. P.O. BOX 219
GLENWOOD SPRINGS, CO 81602
(970)945-7755 FAX:(970)945-9210

NO.	DATE	DESCRIPTION	BY	CHECKED

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NOT FOR
CONSTRUCTION
PERMIT SET

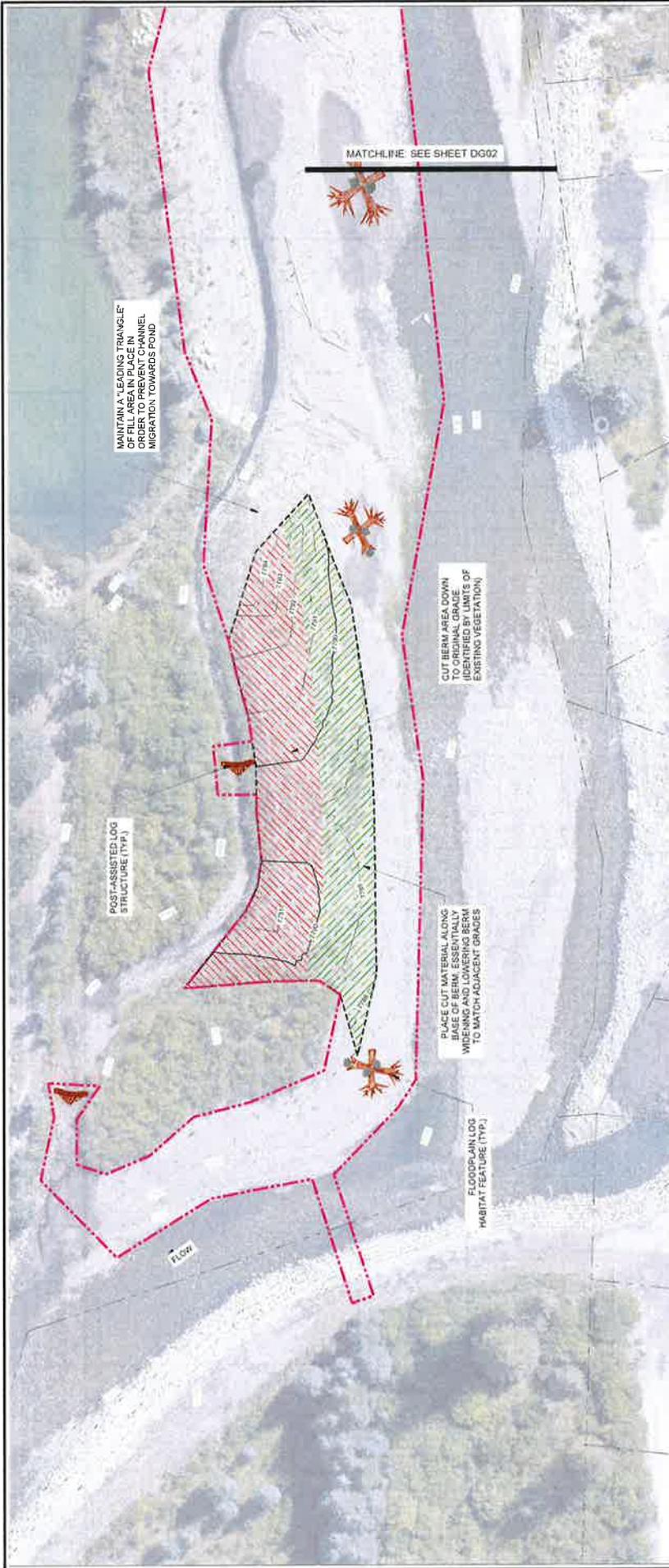
DESIGN	SCALE	DATE	BY	CHECKED

MARBLE AIRFIELD STREAM STABILIZATION
AND RESTORATION PLAN

CROSS SECTIONS

21-065 040

XS03



WRIGHT WATER ENGINEERS, INC.
 815 COLORADO AVENUE, SUITE 218
 FORT COLLINS, CO 80504
 (970)945-7735 FAX (970)945-9210



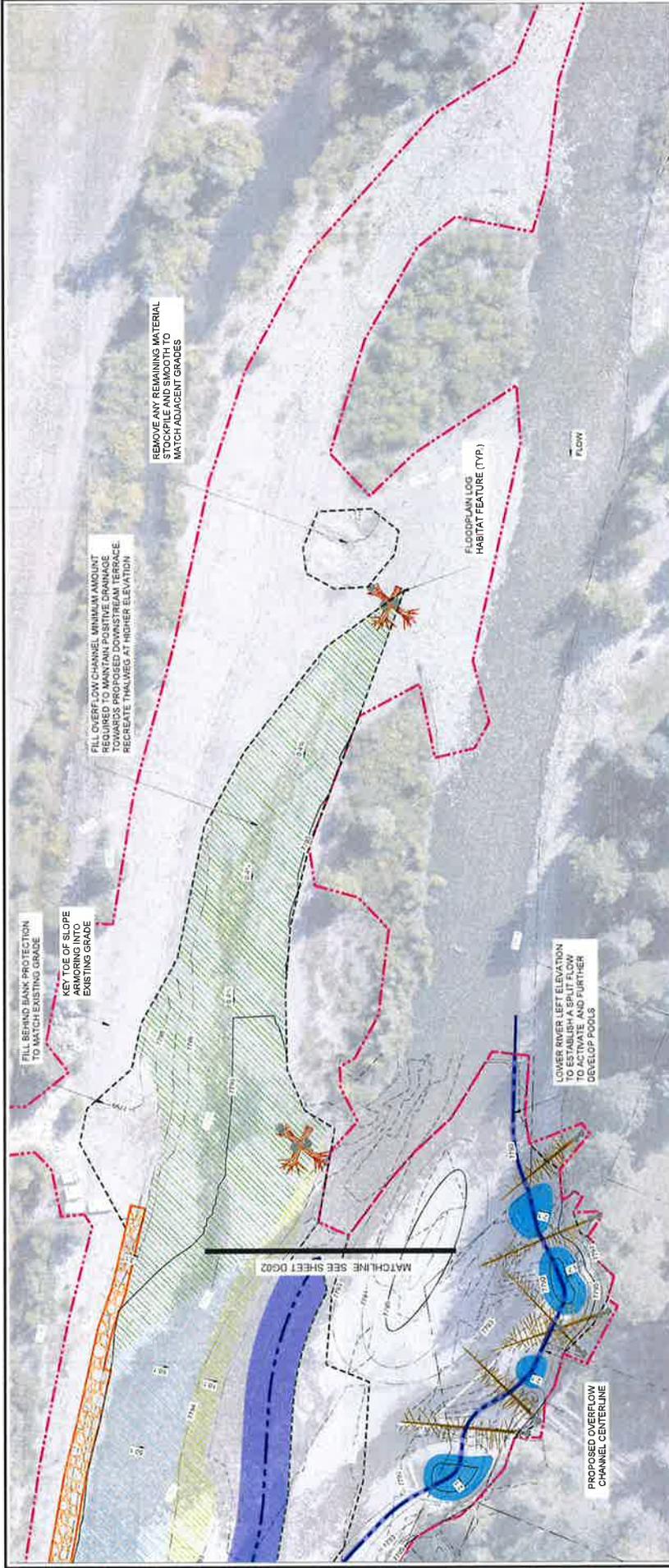
NO.	DATE	DESCRIPTION	COMPILED BY

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 NOT FOR
 CONSTRUCTION
 PERMIT SET

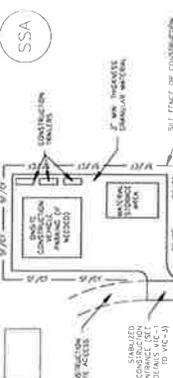
SECTION	SHEET NO.	TOTAL SHEETS
DETAIL	221-1955-040	100
SCALE	AS SHOWN	AS SHOWN
TOTAL SHEETS	100	100

MARBLE AIRFIELD STREAM STABILIZATION AND RESTORATION PLAN
 DETAILED GRADING

PROJECT NO. 221-1955-040
 SHEET NO. DG01



 WRIGHT WATER ENGINEERS, INC. 815 COLORADO AVENUE, SUITE 219 BOULDER, CO 80502 (970)945-7735 FAX (970)945-9210	SHEET NO. 22-195-D40 REVISION:	DATE:	DRAWN BY:	CHECKED BY:	PROJECT NO.:
	PROJECT: MARBLE AIRFIELD STREAM STABILIZATION AND RESTORATION PLAN	SCALE:	DATE:	DRAWN BY:	CHECKED BY:
DRAFT NOT FOR CONSTRUCTION PERMIT SET		TITLE: DETAILED GRADING			



STABILIZED STAGING AREA RESTRICTIONS

1. SEE PLAN VIEW FOR LOCATION OF STAGING AREA.
2. STABILIZED STAGING AREA SHALL BE APPROPRIATE FOR THE NEEDS OF THE SITE FROM THE LOCAL JURISDICTION.
3. STABILIZED STAGING AREA SHALL BE LOCATED TO MINIMIZE THE RISK OF EROSION AND SEDIMENTATION.
4. THE STABILIZED STAGING AREA SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.
5. UNLESS OTHERWISE SPECIFIED BY LOCAL JURISDICTION, ROCK SHALL CONSIST OF 30 TON PILES, APPROX 1/4 CORSE AGGREGATE OR 8" (20MM) ROCK.

STABILIZED STAGING AREA RESTRICTIONS

1. INSPECT BIRMS EACH WEEKEND, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION WHERE APPROPRIATE. BIRMS SHOULD BE PROTECTED FROM DAMAGE BY SOIL AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT DAMAGES SUBSTRATE.
2. FRESH BIRMS OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BIRMS IN DOCUMENTED THOROUGHLY ON INSPECTIONS AND OPERATIONS SHOULD BE DOCUMENTED THOROUGHLY.
3. BIRMS THAT FAIL TO OPERATE, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. ROCK SHALL BE REPLACED OR RECORDED AS NECESSARY IF PUTTING OCCURS OR UNDERMINING SUBGRADE BEGINS TO OCCUR.



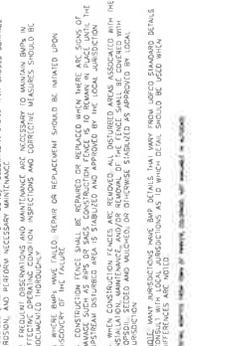
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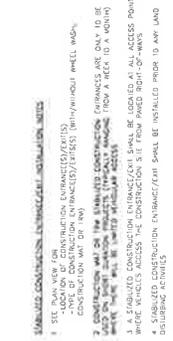
CF-1 PLASTIC MESH CONSTRUCTION FENCE

1. SEE PLAN VIEW FOR LOCATION OF CONSTRUCTION FENCE.
2. CONSTRUCTION FENCE SHOULD BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.
3. UNLESS OTHERWISE SPECIFIED BY LOCAL JURISDICTION, CONSTRUCTION FENCE SHALL BE INSTALLED WITHIN 24 HOURS OF THE START OF CONSTRUCTION. CONSTRUCTION FENCE SHALL BE INSTALLED WITHIN 24 HOURS OF THE START OF CONSTRUCTION. CONSTRUCTION FENCE SHALL BE INSTALLED WITHIN 24 HOURS OF THE START OF CONSTRUCTION.
4. STUCCO STEEL TEE POSTS SHALL BE USED TO SUPPORT THE CONSTRUCTION FENCE.



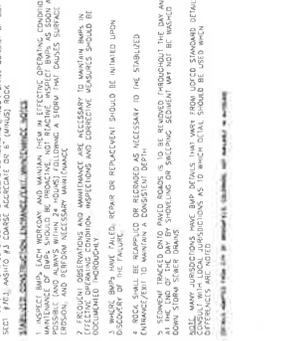
CD-1 CHECK DAM

1. SEE PLAN VIEW FOR LOCATION OF CHECK DAM.
2. CHECK DAM SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.
3. UNLESS OTHERWISE SPECIFIED BY LOCAL JURISDICTION, CHECK DAM SHALL BE INSTALLED WITHIN 24 HOURS OF THE START OF CONSTRUCTION. CHECK DAM SHALL BE INSTALLED WITHIN 24 HOURS OF THE START OF CONSTRUCTION.
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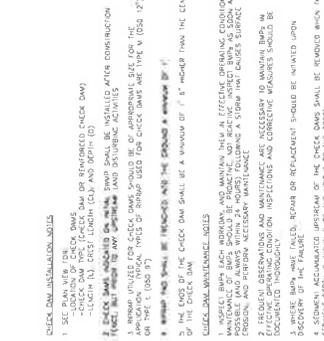
VTC-1 AGGREGATE VEHICLE TRACKING CONTROL

1. SEE PLAN VIEW FOR LOCATION OF CHECK DAM.
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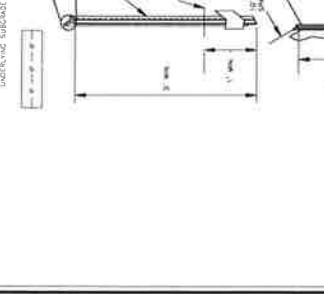
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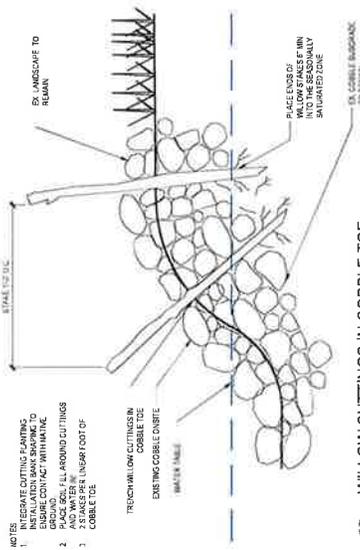
VTC-1 AGGREGATE VEHICLE TRACKING CONTROL

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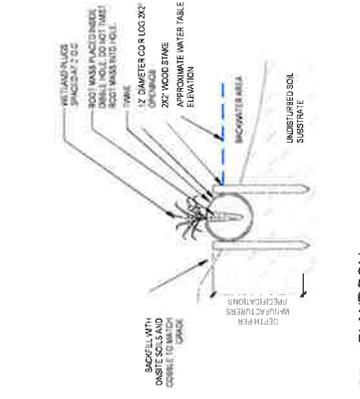
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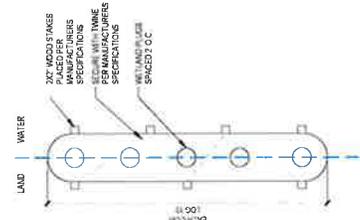


- NOTES:**
1. MAKE SURE CUTTINGS REMAIN IN CONTACT WITH THE COBBLE TOE.
 2. PLACE SOIL FILL AROUND CUTTINGS AND WATER TABLE.
 3. PLACE SOIL FILL INSIDE FOOT OF COBBLE TOE.

A WILLOW CUTTINGS IN COBBLE TOE
SCALE: 1/4" = 1'-0"



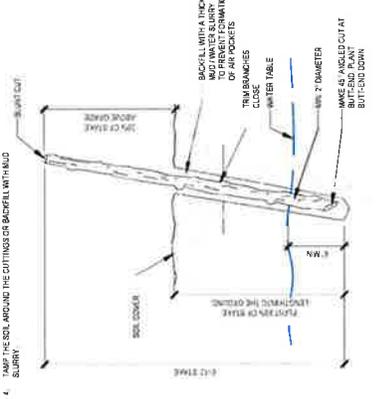
B PLANT ROLL
SCALE: 1/4" = 1'-0"



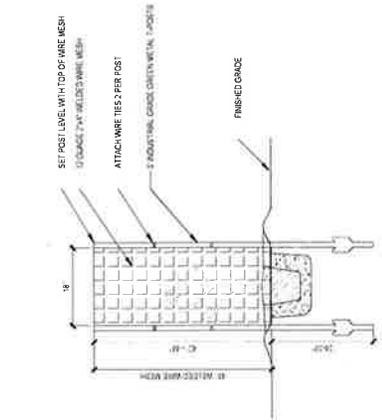
C TREE AND SHRUB PLANTING
SCALE: 1/4" = 1'-0"



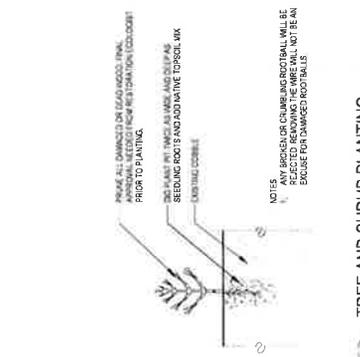
WILLOW CUTTINGS IN COBBLE TOE EXAMPLE



D COTTONWOOD POLE PLANTING
SCALE: 1/4" = 1'-0"



E PROTECTION FENCE
SCALE: 1/4" = 1'-0"



F MARBLE AIRFIELD STREAM STABILIZATION AND RESTORATION PLAN
SCALE: 1/4" = 1'-0"

chinook
LANDSCAPE ARCHITECTURE

16216 E MARLBOROUGH PL
CENTENNIAL CO 80016
(303)962-5871

MARBLE AIRFIELD STREAM STABILIZATION AND RESTORATION PLAN

LANDSCAPE DETAILS

NO.	DATE	DESCRIPTION
1	08/15/20	ISSUED FOR PERMIT
2	08/15/20	ISSUED FOR PERMIT
3	08/15/20	ISSUED FOR PERMIT
4	08/15/20	ISSUED FOR PERMIT
5	08/15/20	ISSUED FOR PERMIT
6	08/15/20	ISSUED FOR PERMIT
7	08/15/20	ISSUED FOR PERMIT
8	08/15/20	ISSUED FOR PERMIT
9	08/15/20	ISSUED FOR PERMIT
10	08/15/20	ISSUED FOR PERMIT

PERMITTING REVIEW PLAN NOT FOR CONSTRUCTION

DATE: 08/15/20
SCALE: 1/4" = 1'-0"
SHEET NO: 0
TOTAL SHEETS: 4

Appendix D. Marble Airfield 2025 - Cost Estimate

Marble Airfield Stream Stabilization and Restoration Plan Quantities

ITEM #	ITEM DESCRIPTION	QUANTITY	UNITS	Billing Type	UNIT PRICE	COST	Comments
1	MOBILIZATION AND DEMOBILIZATION	1	LS		\$	36,000	
2	SURVEYING	1	LS		\$	9,000	
3	EROSION AND SEDIMENT CONTROL	1	LS		\$	20,000	
4	EARTHWORK (ON-SITE) ¹	3,046	CY		\$	76,000	Quantity of earthwork to meet proposed grade (i.e. Cut + Fill).
5	EARTHWORK (REPAIR) ON SITE AT DIRECTION OF ENGINEER OR HAUL TO HANGAR SITE ¹	308	CY		\$	12,600	Quantity of material to be wasted on site to meet proposed grade and import rock. Haul distance of material will be limited, therefore unit cost should mimic Earthwork (On-Site).
6	ACCESS ROAD AND STAGING AREA REPAIR, RESEED, AND STRAW	3,210	SY		\$	6,500	Access roadway is assumed to be 15' wide to the pale onto the property. Staging area (437 CY) is included here and in revegetation quantities. The staging area will likely need repair, but will not need duplicate revegetation.
7	KOIRMAT 706 EROSION CONTROL BLANKET (OR APPROVED EQUAL) UNDERLAIN WITH STRAW	623	SY		\$	19,425	Quantity developed from toe of slope armoring detail. Exent of blanket to be from top of slope (upper terrace) to toe of existing bank cut. Cost to include straw underlayment. Area includes approximately 9' of exposed and 4' for trenching along 456' of bank stabilization.
8	BOULDERS (D50-36") (TOE OF SLOPE ARMORING)	425	EA		\$	62,136	Total number of 36" Boulders for the toe of slope armoring, triple stacked for about 380' and double stacked for 67'. Boulders to mimic existing onsite angular material and chipped.
9	BOULDERS (D50-36") (LOG BALLASTS - EXISTING AND PROPOSED)	31	EA		\$	4,534	Total number of 36" Boulders for the Proposed and Existing log structures(3 boulders per proposed and 2 per existing. Boulders to mimic existing onsite angular material.
10	LOG IMPORT (PROPOSED LOG HABITAT FEATURES)	5	EA		\$	838.36	4,192 Total number of structures. Each structure includes two logs anchored with boulders. Boulders for structure included in other line item.
11	POST-ASSISTED LOG STRUCTURES	2	EA		\$	2,700.00	Includes quantity of post-assisted log structures.
12	PLANT ROLLS	315	LF		\$	68.97	21,726 Approximately 158 plugs.
13	WILLOWS IN COBBLE TOE	1,290	LF		\$	15,600	See itemized table in plans. Approximately 2,580 stakes.
14	WILLOWS IN BOULDER TOE (TOE OF SLOPE ARMORING)	506	LF		\$	12,400	See itemized table in plans. Approximately 2,580 stakes.
15	ZONE 1 - WILLOW STAKES (TRENCHED)	2,099	LF		\$	24,000	Approximately 6,297 stakes.
16	ZONE 2 - RIPARIAN SEEDINGS (TREES AND SHRUBS)	1	LS		\$	17,400	See itemized table in plans. Approximately 120 trees and 700 shrubs.
17	ZONE 3 - UPLAND PLANTINGS (TREES AND SHRUBS)	0.35	AC		\$	10,050	See seed mix in plans to be applied utilizing hydromulch with tackifier.
18	ZONE 3 - UPLAND PLANTINGS (TREES AND SHRUBS)	1.13	LS		\$	13,825	See itemized table in plans. Approximately 150 trees and 150 shrubs.
19	ZONE 3 - UPLAND SEEDING	952	AC		\$	12,650	See seed mix in plans to be applied utilizing hydromulch with tackifier.
20	WETLAND PLUGS	1.11	EA		\$	11,738	See itemized table in plans.
21	TOPSOIL IMPORT (ZONES 2 & 3)	1.11	AC		\$	142,270	To be mixed into cobble and existing substrate for plant growth medium. Quantity of topsoil developed by assuming 6 inches everywhere and then reducing amount by 25% to leachier topsoil near wetline.
22	INVASIVE SPECIES MANAGEMENT BY CERTIFIED APPLICATOR (ZONES 1, 2 & 3)	1.9	AC		\$	9,500	cover invasive species management over two year period.
23	LANDSCAPE CONTRACTOR SERVICES FOR PLANTING labor / PLANT PROTECTION/ Maintenance Material/ Labor	1	LS		\$	81,850	Alternate Fence for trees protection include all labor for planting trees shrubs/ tree protection material labor
24	MAINTENANCE AND MONITORING 2-YEAR PROGRAM/ LABOR	1	YR		\$	12,500.00	maintain irrigation system and watering of plants, follow water schedule in plans set for warranty period
25	DESIGN IRRIGATION SYSTEM MATERIAL/ PUMP - Soil Pump/Labor/	1	LS		\$	27,850	irrigation Design soil pump/irrigation line and drip system/water delivery system/ Pipe under/ valves/ head gate/
TOTAL \$						683,216	

These quantities are approximate. As noted on the plans and undertaken by the client and the contractor, the quantities provided are the best available information we have. The survey for this work was completed multiple years ago, and site conditions have changed. Contractor and owner shall be prepared for field fitting and potential changes

Appendix E. Marble Airfield Reclamation Permit

Application Fee:	Security Deposit:
Paid: _____	Paid: _____
Date: _____	Date: _____
Method: _____	Method: _____
Rec'd by: _____	Rec'd by: _____

GUNNISON COUNTY
PUBLIC WORKS DEPARTMENT
195 Basin Park Drive, Gunnison, CO 81230
970-641-0044
publicworks@gunnisoncounty.org

Permit # _____

RECLAMATION PERMIT APPLICATION

OWNER INFORMATION:

NAME: Marble Airfield LLC
MAILING ADDRESS: 1314 B Center Dr #456 Medford, OR 97501
TELEPHONE NUMBER: 970-945-7755 (WWE - Owner Representative)
EMAIL ADDRESS: sschreiber@wrightwater.com (WWE - Owner Representative)
ADDRESS OF PROPERTY: Parcel No's: 291727200006, 291728108008, 291727203037, 291727203014, 291727203015, 291727203018

CONTRACTOR INFORMATION:

COMPANY NAME: Environmental Excavation LLC
REPRESENTATIVE NAME: Peter Blake
MAILING ADDRESS: PO Box 1737 Carbondale, CO 81623
TELEPHONE NUMBER: 970-261-2981
EMAIL ADDRESS: eepeterblake@gmail.com

FEES & FINANCIAL SECURITY DEPOSIT:

1. APPLICATION FEE: **\$670.00**
2. FINANCIAL SECURITY DEPOSIT: **First 10,000 square feet = \$1,500.00, each additional 1,000 square feet = \$200.00.** A financial security deposit is ONLY required if the total square footage of disturbance is 10,000 square feet or more and will be held as a guarantee that the applicant performs reclamation to the satisfaction of Gunnison County until final inspection of reclamation is conducted. Any extension request must be reviewed by the County Weed Coordinator with a response in writing and the original deposit shall be held until such time the project has been reclaimed to the satisfaction of Gunnison County. This deposit does not limit or release the applicant's obligation to control noxious weeds or to reclaim the site.

REQUIRED ATTACHMENTS:

Site plan (11x17) or digital format;
Plat Map;
Location Map.

PROJECT DISTURBANCE IN SQUARE FEET: (complete all that apply for your project)

Access – square feet of disturbance MINUS the driving surface: All disturbance on Private Property
New Home – square feet of disturbance MINUS footprint of the house: N/A
Auxiliary Buildings – Description: _____, square feet of disturbance MINUS footprint: N/A
Utilities (water, sewer, septic, leach field, phone, cable, etc.) - total square feet: N/A
Other – Description Stream Stabilization and Restoration and total square feet: 93,933 sf

TOTAL SQUARE FEET OF DISTURBANCE: 93,933 sf (this includes prior disturbance which will be revegetated)

SAGE GROUSE DESIGNATIONS:

Property is OUTSIDE X or INSIDE _____ the boundary. If inside boundary: Tier 1: _____ Tier2: _____

RECLAMATION PLAN:

All disturbed areas shall be reclaimed within **two (2) years** of the issue date of the permit. Disturbed areas shall include but not be limited to utility lines, septic and leach field, driveway, (excluding the road surface), and the building envelope (excluding the footprint(s) of structures. Disturbed areas are to be planted with native vegetation or negative landscaping such as desirable grasses, forbs, shrubs, and trees in order to stabilize the site and support the planned post-disturbance land use, stabilize soil, reduce damage from sediment and runoff to downstream areas, prevent the spread of noxious weed species, improve wildlife habitat, improve livestock forage, and protect and enhance surrounding natural resources.

Please indicate what your reclamation plans are for your project:

Access Barrow Pits: Grasses: _____ Wildflowers: _____ Trees: _____ Other: N/A

Building Envelope(s): Grasses: _____ Wildflowers: _____ Trees: _____ Other: N/A

Septic and Leach Field: Grasses: _____ Wildflowers: _____ Trees: _____ Other: N/A

Utility Lines: Grasses: _____ Wildflowers: _____ Trees: _____ Other: N/A

Miscellaneous _____: Grasses: _____ Wildflowers: _____ Trees: _____ Other: _____

Disturbed plantable area, i.e. outside the active channel will be planted with native

REGULATIONS: vegetation in the form of seeding, and container plans. Please see plans for more detail.

The applicant shall furnish all labor and materials, perform all work, and pay all costs in connection with the requirements of this permit.

The permittee agrees that permittee shall pay Gunnison County's costs and attorney's fees for enforcement of the requirements of this permit. The permittee shall have the vegetation established and growing within two years (730 days) of the issue date of the Reclamation Permit.

The U.S. Fish and Wildlife Service has determined effective December 22, 2014 threatened species status, under the Endangered Species Act of 1973 as amended, for the Gunnison Sage-grouse. Gunnison County approval of this County permit is not U.S. Fish and Wildlife Service approval of any activity described or authorized by this County permit. Gunnison County is not and does not act as your representative with regard to consultation with the U.S. Fish and Wildlife Service or performance of U. S. Fish and Wildlife Service requirements.

Applicant or Applicant's Representative:

Martha Crawford, LLC by Leonard M. Oster

Signature

Date

APPROVAL:

Permit granted this _____ day of _____, 20____, subject to the provisions, specifications and conditions stipulated herein.

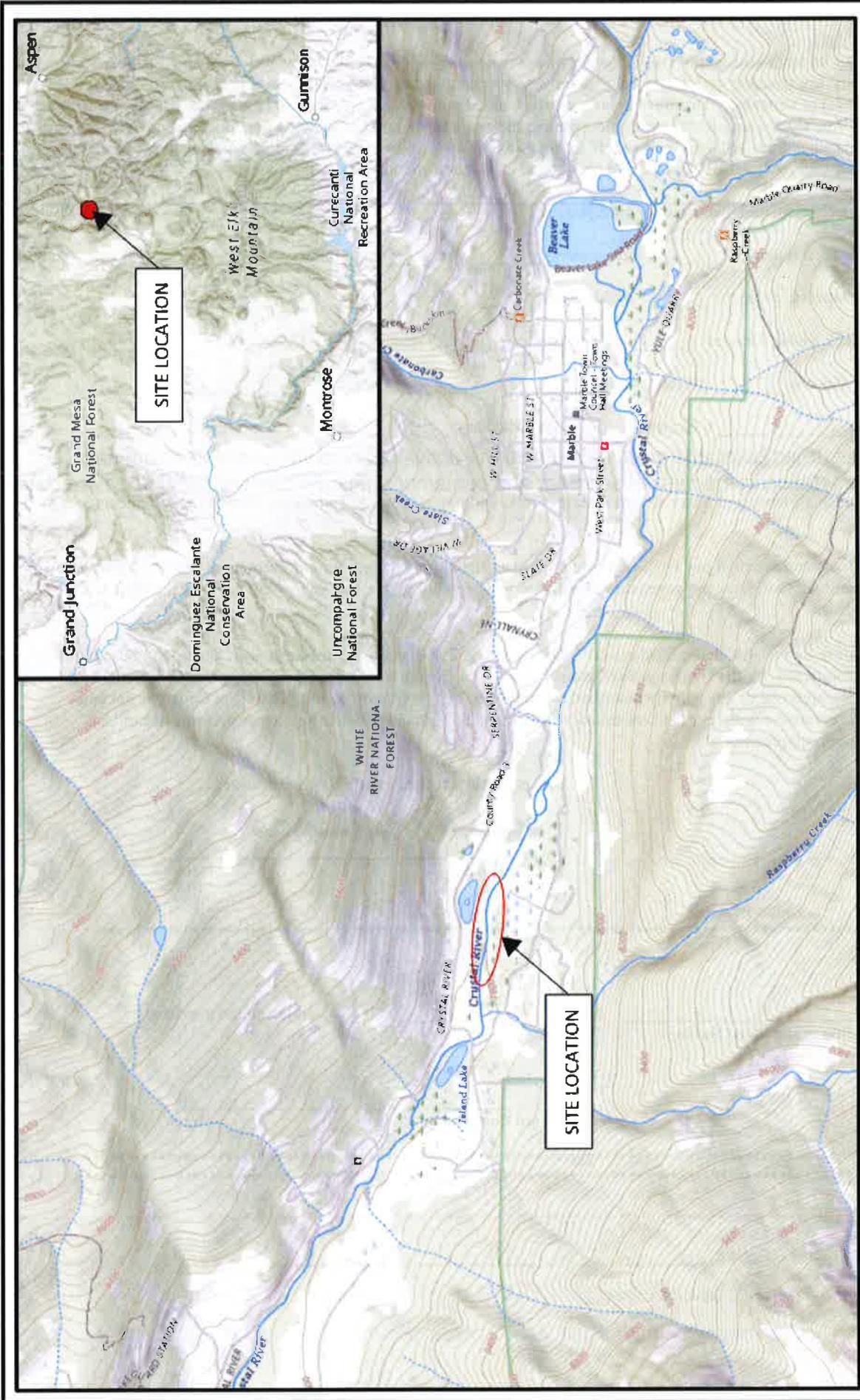
Weed Coordinator

Date

FINAL INSPECTION:

Final inspection of the project was completed _____ by _____.

Financial Security Deposit was refunded (if applicable): Date: _____



Path: P:\221-085 Marble Airfield\040\GIS\01_aprx\Marble_Airfield_KCM\Marble_Airfield_KCM.aprx



MARBLE, COLORADO

VICINITY MAP
MARBLE AIRFIELD

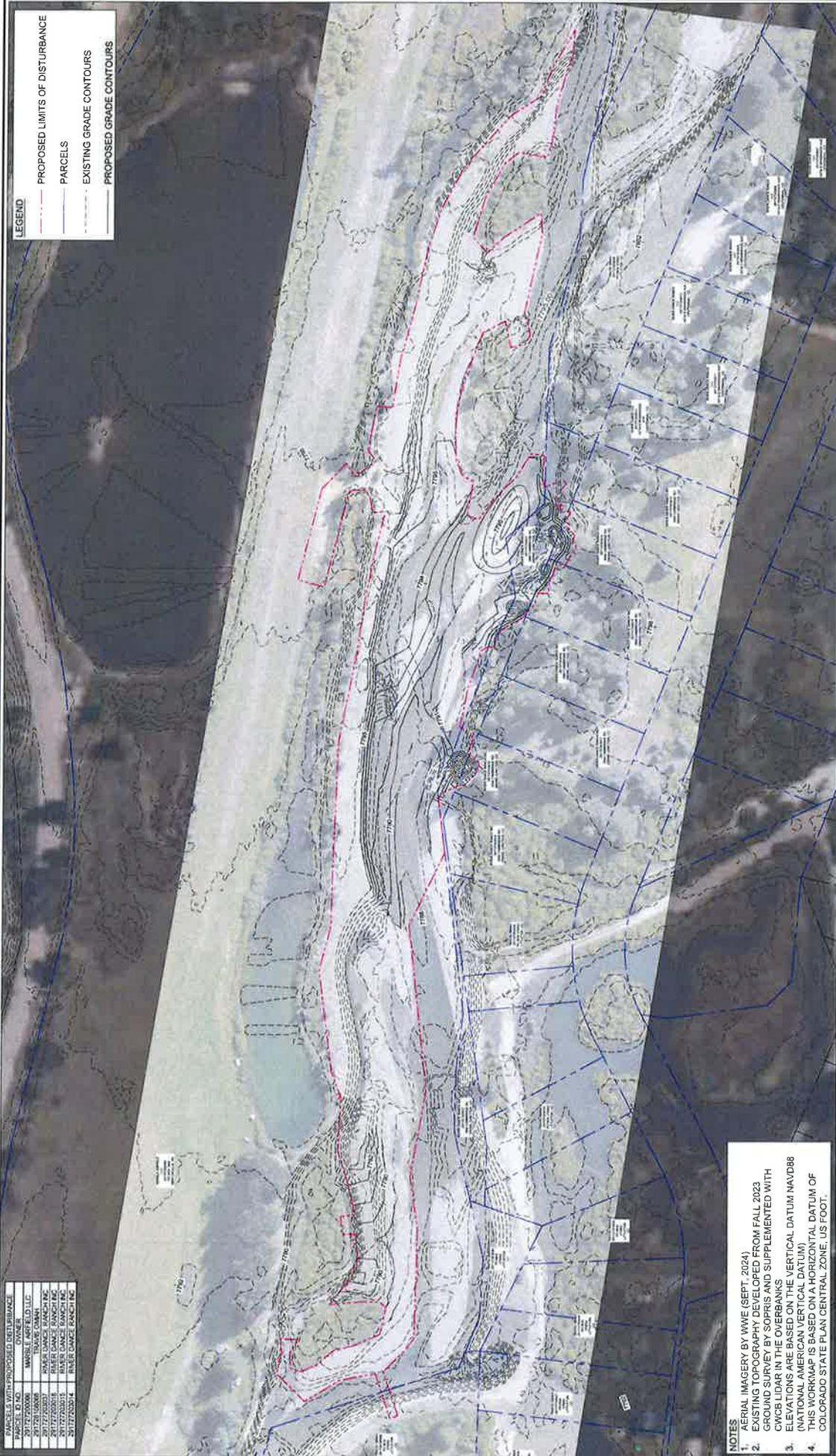


PROJECT NO
221-085.040

FIGURE
1

PARCELS WITH PROPOSED DISTURBANCE	OWNER
2017720000	MARBLE AIRFIELD LLC
2017720001	TRAVIS DAMAN
2017720002	RIVER DANCE RANCH INC
2017720003	RIVER DANCE RANCH INC
2017720004	RIVER DANCE RANCH INC
2017720005	RIVER DANCE RANCH INC
2017720006	RIVER DANCE RANCH INC
2017720007	RIVER DANCE RANCH INC
2017720008	RIVER DANCE RANCH INC
2017720009	RIVER DANCE RANCH INC
2017720010	RIVER DANCE RANCH INC
2017720011	RIVER DANCE RANCH INC
2017720012	RIVER DANCE RANCH INC
2017720013	RIVER DANCE RANCH INC
2017720014	RIVER DANCE RANCH INC
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2017720016	RIVER DANCE RANCH INC
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2017720098	RIVER DANCE RANCH INC
2017720099	RIVER DANCE RANCH INC
2017720100	RIVER DANCE RANCH INC

LEGEND	
--- (Red dashed line)	PROPOSED LIMITS OF DISTURBANCE
--- (Blue dashed line)	PARCELS
--- (Black dashed line)	EXISTING GRADE CONTOURS
--- (Red solid line)	PROPOSED GRADE CONTOURS



NOTES

1. AERIAL IMAGERY BY WVE (SEPT. 2024)
2. EXISTING TOPOGRAPHY DEVELOPED FROM FALL 2023
3. GROUND SURVEY BY SOPRIS AND SUPPLEMENTED WITH CHWC LIDAR IN THE OVERBANKS
4. ELEVATIONS ARE BASED ON THE VERTICAL DATUM NAVD88 (NATIONAL AMERICAN VERTICAL DATUM)
5. THIS WORKMAP IS BASED ON A HORIZONTAL DATUM OF COLORADO STATE PLAN CENTRAL ZONE, US FOOT.

WVE WRIGHT WATER ENGINEERS, INC.
 818 COLORADO AVE P.O. BOX 219
 GLENWOOD SPRINGS, CO 81602
 (970)945-7755 FAX(970)945-9210

PARCEL MAP
 NOT FOR CONSTRUCTION
 MARBLE AIRFIELD



FIGURE 3

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Funding Agreement; Gunnison County Metropolitan Re

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

MetRec grant for \$25,000 to plan and improve the "Jake's Park" playground at the Fairgrounds.

Fiscal Impact: 25000

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 6/27/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 6/27/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/27/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\Hperry

Discharge Date: 6/27/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 7/1/2025

FUNDING AGREEMENT

This Funding Agreement (“Agreement”) is made and entered into by and between the Gunnison County Metropolitan Recreation District, a quasi-municipal corporation and political subdivision of the State of Colorado (“District”) and Gunnison County, a government agency and political subdivision of the State of Colorado (“Grantee”), effective as of the date on which the District and Grantee have both executed this Agreement.

RECITALS

A. The District is a Colorado Special District organized pursuant to § 32-1-101, *et seq.*, C.R.S. to provide television relay and translation services and park and recreation services and facilities within its jurisdictional boundaries, as further set forth in the District’s Amended Service Plan.

B. To further the District’s public purpose to promote the health, safety, prosperity, security, and general welfare of the constituents of the District, the District provides funding to certain non-profit and governmental entities that desire to provide specific park and recreation services and/or facilities for public purposes to the benefit of the District and its constituents.

C. Grantee proposes to perform the project described in **EXHIBIT A** (the “Approved Grant Application”), attached hereto and incorporated herein by this reference (a “Grant Project”), and has made an application to the District for financial assistance. If a Grant Project Application requests funding over multiple years (a “Multi-Year Project”), subsequent funding is subject to annual appropriations and requires annual reporting and annual requests for funding.

D. The Board of Directors of the District (the “Board”) hereby finds and determines that the Grant Project furthers the public purpose of the District and serves a public purpose that promotes the health, safety, prosperity, security, and general welfare of the constituents of the District, and the Board desires to award a grant for purposes of implementing the Grant Project, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and obligations contained in this Agreement, the District and Grantee agree as follows:

1. Grant; Grant Project.

1.1 The public purpose of the grant is to implement the Grant Project to benefit the constituents of the District, as further described in the Approved Grant Application. Any changes to the grant’s purposes shall be authorized in advance by the District in writing. Grantee agrees to use all grant funds exclusively for implementing the Grant Project.

1.2 Grantee's estimate of the Grant Project's total cost is set forth in the Approved Grant Application.

1.3 If not included in the Approved Grant Application, Grantee shall prepare and attach to this Agreement an itemized budget. For Multi-Year Projects, the budget shall be annual for the Grant Period (as defined below).

1.4 The grant amount awarded to Grantee by the District for the current fiscal year is \$25,000.00.

1.5 Grant payments will be made as follows: (1) in one lump-sum payment upon execution of this Agreement by the parties and submission and approval of a Request for Payment in accordance with Section 2; or (2) for Multi-Year Projects, a new Request for Payment must be submitted and approved for each fiscal year, subject to Section 1.6 below.

1.6 Grantee shall commence the Grant Project no later than 6/1/2025 and complete the Grant Project no later than 4/31/2026 (the "Grant Period").

1.7 Grantee understands and agrees that (1) the grant funds have been appropriated by the Board from the District's current budget; (2) the District's budget must be approved each year; (3) for Multi-Year Projects, the District cannot and does not guarantee that (a) the grant funds will be available under future budgets or (b) that a future Board will appropriate the grant funds in the future.

1.8 Grantee shall be responsible for obtaining any and all rights, permits, licenses, interests, and governmental approvals necessary to implement the Grant Project.

2. Requests for Payment.

2.1 Funding requests (each "Request for Payment") shall be submitted on the form attached hereto as **EXHIBIT B**, and shall include the following:

2.1.1. An itemized budget (Grantee may reattach the itemized budget prepared for the grant application or if it has changed, please attach the new budget) for expenditures on the Grant Project to be paid for with grant funds.

2.1.2. A representation and warranty by Grantee that such amounts will be paid with the grant funds advanced to Grantee by the District.

2.1.3. A representation and warranty by Grantee that all work on the Grant Project will be completed in a good and workmanlike manner and in accordance with the Approved Grant Application.

2.1.4. A Certificate of Insurance meeting the requirements of Section 5.4 below.

2.2 After review of the Request for Payment, the District may:

2.2.1. Require such additional documentation as the District deems necessary; and/or

2.2.2. In the District's sole discretion, adjust the amount of grant funds paid to Grantee based on the information contained in the Request for Payment and the District's satisfaction with such information.

2.3 The District shall disburse the grant funds, or so much thereof as is approved, within thirty (30) days after approval of the Request for Payment by the District.

3. Recordkeeping. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records for at least four (4) years after the grant funds are fully expended ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the District during normal business hours as the District may request at any time during the Maintenance Period.

3.1 Within 30 days following completion of the Grant Project, Grantee shall submit a grant project completion report (a "Grant Project Completion Report") on the form attached as **Exhibit C** to the District via email at admin@gcmetrec.com:

3.1.1. An itemized statement for actual expenditures on the Grant Project paid for by Grantee with grant funds.

3.1.2. Invoices for materials received and labor and services performed on the Grant Project and paid for by Grantee with grant funds.

3.1.3. A representation and warranty by Grantee that the Grant Project is complete and that all amounts due and payable for the Grant Project have been paid.

3.1.4. A representation and warranty by Grantee that all work done on the Grant Project has been, or will be, completed in a good and workmanlike manner and in accordance with Approved Grant Application.

3.1.5. Evidence of Grantee's public acknowledgment of the grant as required by Section 6.1 below.

3.1.6. If the grant is \$4,000.00 or more, the Grantee shall also post signage at the Grant Project location acknowledging the District's financial support for the Grant Project. The District will provide the signage and installation hardware, and the Grantee shall position the signage at a place readily visible to the public. Grantee must also email to the District at admin@gcmetrec.com a clear and distinct photograph of the posted sign within 30 days after receiving the signage.

3.2 For Multi-Year Projects that are not yet complete, Grantee shall submit to the District with each subsequent Request for Payment:

3.2.1. An itemized statement for expenditures so far on the Grant Project and invoices for materials received and labor and services performed on the Grant Project and paid for by Grantee with prior grant funds.

3.2.2. A representation and warranty by Grantee that all work done on the Grant Project has been, or will be, completed in a good and workmanlike manner and in accordance with the Approved Grant Application.

3.2.3. A Grant Project Completion Report for the period of time following the previous Request for Payment to the current submission.

3.3 Failure of Grantee to deliver to the District the records enumerated in Section 3.1 may be considered by the District when approving any future Grant Project, Request for Payment, or other funding request.

4. Representations. Grantee represents and warrants to the District that:

4.1 Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code (“Code”) or a governmental unit described in section 170(c)(1) of the Code and is not a “private foundation” described in section 509(a) of the Code. Grantee will promptly notify the District of any change in Grantee’s tax status under the Code.

4.2 In no event will Grantee use any grant funds:

4.2.1. to carry on propaganda, or otherwise to attempt to influence legislation;

4.2.2. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or

4.2.3. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

4.3 Grantee will comply with all applicable laws and regulations.

5. Liability; Indemnity; Insurance; No Waiver of Immunity.

5.1 The District’s sole involvement with the Grant Project is the award of this grant. The District shall have no responsibility or liability for, or control over, any aspect of the Grant Project, including without limitation its feasibility, implementation, operation, maintenance, repair, or replacement.

5.2 Grantee shall be responsible for the acts and omissions of Grantee and its employees, directors, officers, consultants, agents, and any other persons employed or retained on behalf of Grantee in connection with the Grant Project.

5.3 To the extent permitted by law, Grantee shall indemnify, defend and hold harmless the District and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities arising out of or related to the Grant Project or the acts or omissions of Grantee or its directors, officers, employees, agents or contractors in connection with this grant and any aspect of the Grant Project.

5.4 Grantee agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee’s operations. The District, its directors, officers and employees shall be endorsed as an “Additional Insured” under the liability insurance policy for both ongoing and completed performance and/or operations for a period of two (2) years following the completion of the Grant Project, unless waived by the District in writing.

5.5 The District and Grantee are relying on and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to the District or its officers or employees, or the Grantee or its officers or employees.

6. Publicity.

6.1 The Grantee shall publicly acknowledge receipt of the grant in at least one of the following ways: (*check the option(s) selected*)

___ Acknowledge the District’s support for the Grant Project on Grantee’s website with the District’s logo;

___ Acknowledge the District’s support for the Grant Project on Grantee’s newsletter with the District’s logo;

___ Acknowledge the District’s support for the Grant Project in a letter to a local newspaper;

___ Acknowledge the District’s support for the Grant Project in a social media post on a widely used platform such as Facebook or Instagram; or

___ Acknowledge the District’s support for the Grant Project in the following manner:

6.2 Grantee agrees that the District may publicize the Grant Project, including, without limitation, sharing photographs and information regarding costs and participants, to educate the public about the District's grant program and its benefits to the community.

7. Authorized Representatives.

7.1 The District hereby designates the Executive Director as its representative who shall make, within the scope of their authority, all necessary decisions with reference to this Agreement. All communication with the District regarding this grant shall be directed to:

Administrative Coordinator
PO Box 1369
Gunnison, CO 81230
Telephone: (970) 641-8725
admin@gcmetrec.com

7.2 Grantee hereby designates the individual identified below as its representative who shall make, within the scope of his or her authority, all necessary decisions with reference to this Agreement. All communication with the Grantee regarding this grant shall be directed to:

Name:
Title:
Address:
Phone:
Email:

8. Repayment. Grantee agrees to repay the District any portion of the grant funds that (a) are not used for the Grant Project, or (b) are unexpended at the expiration of the Grant Period. In the event Grantee has been unable to complete the Grant Project within the Grant Period but is intending to do so with previously received funds, Grantee may submit a Grant Period Extension Request on the form attached as **Exhibit D**, which request may be approved or denied in the District's sole discretion. In addition, the District may discontinue any further payments to Grantee and may direct Grantee to repay any unexpended grant funds to the District if Grantee fails to comply with the terms and conditions of this Agreement.

9. Miscellaneous.

9.1 Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference into this Agreement.

9.2 Assignment. The Agreement involves the grant of public money for specific public purposes. Consequently, Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the District's prior written approval, which may be granted or withheld in the District's sole discretion.

9.3 Binding Effect. This writing constitutes the entire agreement between the parties with respect to the grant and shall be binding upon the parties, their officers, employees, agents and assigns and shall inure to the benefit of the parties' respective survivors, heirs, personal representatives, successors and permitted assigns.

9.4 No Partnership or Joint Venture. This Agreement does not create and shall not be interpreted or construed to create a partnership, joint venture, or agency relationship between the District and Grantee.

9.5 No Third-Party Beneficiaries. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement. It is the express intent of the parties to this Agreement that any person or entity receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

9.6 Notices. All notices required or appropriate pursuant to this Agreement shall be given in writing to the parties' designated representatives at the addresses stated in Section 7. Notices shall be deemed received upon hand delivery or three days after first class mailing thereof with return receipt requested or confirmed delivery of electronic mail.

9.7 Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

9.8 Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S.

IN WITNESS WHEREOF, the Parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions stated herein.

GUNNISON COUNTY METROPOLITAN
RECREATION DISTRICT

By: _____
Derrick Nehrenberg, Executive Director

Date: _____

Gunnison County, Colorado

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

APPROVED GRANT APPLICATION AND ITEMIZED BUDGET

[ATTACHED]

Timestamp

3/14/2025 13:59:57

Email Address

jcattles@gunnisoncounty.org

Organization Name

Gunnison County

Organization Address:

200 E Virginia Ave.

Is your organization a municipality, government agency, or nonprofit?

Yes

Will the product of this grant application be available to the public in perpetuity?

Yes

Where is your organization based?

South Subdistrict

Contact person name:

Anthony Jensson

Contact person phone number:

970-641-7624

Contact person email address:

ajensson@gunnisoncounty.org

Organizational website link

<https://www.gunnisoncounty.org/988/Fairgrounds-Management>

Your organization's vision:

Gunnison County cherishes its sense of community and place. We strive to preserve and promote the wellbeing of the County's citizens, natural environment and rural character. We will deliver services and set standards that reflect our values and preserve our unique quality of life for present and future generations to enjoy.

Your organization's mission:

The purpose of the Fairgrounds Management Program is to provide multi-purpose meeting, grounds, and event management services to the community and County departments so that they can affordably hold their events and meetings in facilities that are centrally located, well-managed, and safe.

Who will direct the capital project?

Anthony Jenssson

Capital grant title:

Fairgrounds playground and park expansion

Location of the project:

275 S. Spruce St. Gunnison

Expected start and completion dates for the capital project:

May 2025 - September 2026

Project Description (20 Points): Provide a high-level description of the project you are proposing in this application. (50 words limit)

The project would expand a small existing park at the fairgrounds and improve other areas to create more welcoming and enjoyable spaces for the public to recreate outdoors. Recent projects have increased populations living near the fairgrounds, especially families and this area of Town has the least access to parks.

MetRec Alignment (20 points): If you were awarded a grant, describe how your grant project aligns with MetRec's stated recreation grant funding purpose. (50 words limit)

Gunnison County recognizes the critical need for open and safe recreational spaces for residents across the county. With ongoing housing developments near the Fairgrounds, we understand that now more than ever, it is essential to enhance and sustain these areas for the community's enjoyment and well-being.

Planning and Accessibility (20 points): Please provide a detailed project plan, including timelines, key milestones, and a risk management strategy. Explain how this project will be accessible to all community members. (200 words limit)

Approximately 18 months (May 2025 – October 2026)

Shape

Refine project designs based on community feedback and expert input.

Secure additional funding through grants, sponsorships, and community partnerships. Final County funding will be approved in 4th quarter of 2025

Final design approval by August 2025.

County Funding allocated January 2026

Shape

Site Preparation & Infrastructure Upgrades

Duration: March 2026 – May 2026

Site Preparation:

Clear and prepare the land for construction activities.

Infrastructure Enhancements:

Upgrade essential systems such as drainage and irrigation.

Sustainable Landscaping:

Implement eco-friendly landscaping practices to ensure long-term sustainability.

Completion of plans and subcontractor agreements December 2025.

Infrastructure upgrades finalized by May 2026.

Shape

Facility Construction & Installation

Duration: March 2026 – August 2026

Construction of Recreational Facilities:

Build new playgrounds, sports fields, walking trails, and seating areas.

Installation of Safety & Accessibility Features:

Upgrade lighting and signage; install ADA-compliant paths and other accessibility

enhancements.

Mid-project review and quality assurance check in June 2026.

Completion of construction and installations by August 2026.

Community Need and Impact (20 Points): How did you engage the community to determine their need? Explain how your project addresses the need and the potential for sustained impact within the community. What specific need or issues does it aim to address? (200 words limit)

A master plan for the Fairgrounds was developed with extensive stakeholder involvement over approximately 10 months in 2021 and was adopted by the BoCC in 2022. The goal of the plan was to envision how to improve the fairgrounds by adding new amenities and planning for growth of existing amenities to serve existing uses more efficiently and provide for new uses to meet the public need. The County realizes that adding 50 new homes near the site has generated additional demand for outdoor space in this area of town which is already underserved with park spaces. In addition, public use of the fairgrounds facilities continues to grow each year. 672 events were hosted in 2024. The master plan envisioned several projects including expanded horse stalls, pedestrian connections, improved parking, new entrance to the arena, and expanded playground and multi-use field space. Several of the highest expense projects have been funding and are complete or underway, this project will improve the playground and field space which will provide much needed space for outdoor recreation in close proximity to a residential area that is not currently served by existing parks or open spaces.

Budget (20 points): Provide a comprehensive, itemized budget for your project (see attachment list below). Explain, in narrative form, how MetRec funds will be spent. What percentage of the total project cost is your organization matching in cash? (200 words limit)

The County has invested over \$800,000 in the Master Plan with the construction of additional horse stalls to provide for growing equestrian events and the expansion of the parking lot and development of sidewalk connections to improve pedestrian and bicycle safe access to the site. The next project on our priority list is to improve the small playground that was built as a 4-H project into a larger playground with amenities and improve a grazing field to be used for multi-use recreation.

The Fairgrounds has sufficient budget and staff resources in 2025 to complete planning and design. The County will budget for County matching funds for capital improvements during the budget development process in late 2025, the budget will be approved and funding allocated January 1, 2026. The Board of County Commissioners has included the execution of the Fairgrounds master plan in their bi-annual Strategic Plan.

Exhibit A

What population will this capital project serve? (50 words limit)

This capital project serves the entire Gunnison County community—residents, families, youth, and seniors, especially those near the Fairgrounds and new housing developments. It aims to enhance social interaction, physical activity, and cultural inclusion while fostering long-term community engagement and well-being.

Total project cost: (Note, total project cost should be met by the total matching funds amount and MetRec grant request)

\$114,745

Total matching funds amount:

\$89,745

List the sources and amounts of matching funds (Note, the sources and amounts should equal your total matching funds amount):

The County match using a mix of sales tax and conservation trust fund revenue. The final mix will be dependent on final conservation trust fund revenue which varies from year to year.

Are any of your matching funds unsecured at the time of your application submission? If so, how do you plan to raise the unsecured funds.

No, however the fairgrounds master plan is identified as a priority in the Board's Strategic Plan.

Grant award request amount:

\$25,000

Exhibit A

Gunnison County Fairgrounds Master Plan:
Playground expansion and multi-use field Improvements

Playground site development \$22,000
Playground equipment, features, and installation \$70,745
Multi-use field grading, irrigation, and grass \$10,000
Picnic area shade structure, tables, and other seating \$12,000
Total \$114,745

EXHIBIT B
REQUEST FOR PAYMENT FORM
[ATTACHED]



Gunnison County Metropolitan Recreation District

Request for Payment

Instructions: Please complete this form following execution of the Funding Agreement by the District and submit via e-mail to admin@gcmetrec.com. For Multi-Year Projects, this form must be completed each year until the Grants are completed. All undefined, capitalized terms used in this Request for Payment shall have the meanings ascribed to them in the Funding Agreement between the District and Grantee.

Organization Name (Grantee):

Grant Project Title:

Grant Amount:

Name and title:

Mailing Address:

Phone:

E-mail:

Grant Period Start Date:

Grant Period End Date:

Who to make check out to:

1. Which grant program were you awarded funds from?

- Capital
- Nonprofit Operations Support
- Community Collaboration
- Multi-year Nonprofit Operations Support
- Multi-year Community Collaboration

2. Submit a Certificate of Insurance meeting the requirements of Section 5.4 of the Funding Agreement. Please ensure that the *Gunnison County Metropolitan Recreation District* is listed as 'Additionally Insured'.

3. **List any changes to the budget approved in the Grant Project Application, attach supporting documents if necessary.**

4. **By signing below, Grantee represents and warrants to the District that all work done on the Project will be completed in a good and workmanlike manner and in accordance with the Funding Agreement and Approved Grant Application.**

[GRANTEE'S NAME]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C
GRANT PROJECT COMPLETION REPORT FORM
[ATTACHED]



Gunnison County Metropolitan Recreation District

Grant Project Completion Report Form

Instructions: Please complete this form following execution of the Funding Agreement by the District and submit via e-mail to admin@gcmetrec.com. For Multi-Year Projects, this form must be completed each year until the Grants are completed. All undefined, capitalized terms used in this Request for Payment shall have the meanings ascribed to them in the Funding Agreement between the District and Grantee.

Organization Name (Grantee):

Grant Project Title:

Grant Amount:

Actual Grant Funds Expended:

Name and title:

Mailing Address:

Phone:

E-mail:

Grant Period Start Date:

Grant Period End Date:

1. Which grant program were you awarded funds from?

- Capital
- Nonprofit Operations Support
- Community Collaboration
- Multi-year Nonprofit Operations Support
- Multi-year Community Collaboration

2. Grant Project Description (Max 5 sentences):

3. Briefly describe the community impact of your project and program (Max 5 sentences):

4. How did you choose to acknowledge MetRec grant funding (as required by the Funding Agreement)? Please attach evidence of acknowledgement(s) that includes the date given.

5. Please provide the following information regarding expenditures and invoices for the completed Grant Project:

- An itemized statement for actual expenditures on the Grant Project paid for by Grantee with grant funds.
- Copies of paid invoices for materials received and labor and services performed on the Grant Project and paid for by Grantee with grant funds.
- 3-5 photos of the project or program as original file type, size, and resolution.

6. By signing below, Grantee represents and warrants to the District that the Grant Project is complete and that all amounts due and payable for the Grant Project have been paid. The Grantee also represents and warrants that all work done on the Project was completed in a good and workmanlike manner and in accordance with the Funding Agreement and Approved Grant Application.

[GRANTEE'S NAME]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D

GRANT PERIOD EXTENSION REQUEST

[ATTACHED]



Gunnison County Metropolitan Recreation District

Grant Period Extension Request

Overview: MetRec seeks to support its partners in the successful planning and execution of recreation programs and projects. It is understood that unforeseen circumstances can interfere with planned timelines. For that reason, MetRec will consider requests for extensions to the Grant Period set forth in the Funding Agreement between Grantee and MetRec. Requests will be considered for approval by MetRec’s Board of Directors. If approved, a signed copy of this document will serve as an addendum to the original Funding Agreement and be shared with the grantee.

Instructions: If you wish to request an extension for your Funding Agreement, please complete this form and provide material for question 3 (if applicable) as a separate document. Once complete, submit via e-mail to admin@gcmetrec.com

Organization Name (Grantee):

Grant Project Title:

Grant Amount:

Name and Title:

Mailing Address:

Phone:

E-mail:

Grant Period Start Date (as stated in the Funding Agreement):

Grant Period End Date (as stated in the Funding Agreement):

New Grant Period End Date (requested):

- 1. Provide a brief overview explaining why the original program/project timeline has changed and an overview of the new program/project timeline (Max 5 sentences).**

- 2. If you have requested a Funding Agreement extension for this program/project already, please describe when and how long of an extension you were granted (Max 3 sentences).**

3. If the program/project budget has changed, provide a brief overview of how (Max 5 sentences) and include an updated itemized budget that reflects any changes to the original itemized expenditures.

Submitted by:

[GRANTEE'S NAME]

By: _____

Name: _____

Title: _____

Date: _____

Approved by:

MetRec Board Chair

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Subdivision Exemption & Boundary Line Adjustment;

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The O'Neal Revocable Living Trust, on behalf of land owners Jerry Broadfoot and Lester Lockhart, has submitted an application for both a Subdivision Exemption and a Boundary Line Adjustment (B.L.A) concerning Parcel 3509-000-00-006 in Big Soan Park.

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 6/26/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 6/26/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/26/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 7/1/2025



Rachael Blondy, Planner II
(970) 641-7932
rblondy@gunnisoncounty.org
www.GunnisonCounty.org

To: Gunnison County Board of County Commissioners
RE: LUC-25-00006 | Subdivision Exemption & Boundary Line Adjustment | O’Neal Revocable Living Trust
Memo Date: June 24, 2025
Meeting Date: July 1, 2025

The O’Neal Revocable Living Trust, on behalf of land owners Jerry Broadfoot and Lester Lockhart, has submitted an application for both a Subdivision Exemption and a Boundary Line Adjustment (BLA) concerning [Parcel 3509-000-00-006](#) in Big Soap Park. The O’Neal Revocable Living Trust has interest in the application, as their plan is to purchase Lot 2 after this process. The request involves validating the legal status of the two lots and making a boundary change between them. These parcels are part of a historical homestead entry survey (H.E.S. No. 324) and are not currently recognized as legally subdivided lots under Gunnison County regulations.

Subdivision Exemption

Gunnison County [Land Use Resolution](#) Section 5-104:O. Application Form for Subdivision Exemptions describes a process for consideration of a subdivision exemption. Subdivision exemptions are classified as Administrative Review projects for which the Board of County Commissioners makes a decision.

- A. Section 5-103:A.3.e ADDITIONAL STANDARDS APPLICABLE TO SUBDIVISION EXEMPTIONS. The BOCC may approve an application for a subdivision exemption if the proposed use of the land complies with Section 1-105: Sections Necessary for Immediate Preservation of Public Health and Safety, and all other applicable codes and regulations, including the applicable building code, adopted and amended by Gunnison County, and the Gunnison County On-Site Wastewater Treatment System Regulations.

The two subject lots were created before the effective date of the current LUR, but after September 27, 1972. September 27, 1972 marks the effective date of the Colorado Land Use Act of 1972, which established the statewide legal framework for subdivision regulation in Colorado. The parcels were conveyed by the Watermans to Aubrey C. Davis and Hubert W. Green by deeds signed April 30 and June 30, 1981, recorded on October 5, 1981 (Reception #s 362858 and 362857). No formal subdivision process was undertaken at the time these lots were created. The parcels are a result of a broader pattern of conveyances by the Watermans beginning in 1968, which gradually carved up H.E.S. 324. While some neighboring parcels were conveyed prior to 1972, the subject parcels were not. Therefore, they qualify for validation via subdivision exemption.

Boundary Line Adjustment

The applicant is also requesting approval of a boundary line adjustment. The BLA proposes to alter the boundary line between the two parcels. The adjustment meets some of the applicable criteria, shown below.

Section 5-103:A.3.a ADDITIONAL STANDARDS APPLICABLE TO BOUNDARY LINE ADJUSTMENTS

1. INSUBSTANTIAL CHANGE –

- a. Lot 1: 34.75 acres → 22.22 acres, 41.82% decrease
- b. Lot 2: 1.97 acres → 16.5 acres, 737.06% increase

2. NOT CREATE ADDITIONAL LOTS – The BLA will not create additional lots.

3. MINIMUM LOT SIZE – The parcels remain above one acre.

Section 5-104:L APPLICATION FORM FOR BOUNDARY LINE

1. CONSENT OF ALL LANDOWNERS AND MORTGAGE HOLDERS – Notarized written consent from landowner and mortgage holder can be found on the plat.

2. SURVEY PLAT – The BLA plat meets all standards listed in this section.



Figure 1. Existing Boundaries



Figure 2. Boundary Line Adjustment

The Land Use Resolution does not define the term substantial nor insubstantial; therefore, Staff referred to case law to provide examples of these definitions. In *Candelaria v. United States*, the court sourced various statutes and regulations to define insubstantial. In one instance, the term is used to “refer to an amount as little as 2 and as much as 35% of a given value. The proposed change in the BLA would result in a 737.06% increase to Lot 2.

The Applicant states that the change is insubstantial, that it does not create non-conforming lots, as both parcels will still meet the minimum lot size for installation of on-site wastewater treatment systems, and it does not increase development potential beyond what is already allowed.

LUC-25-00006 was reviewed by planning staff and the County Attorney’s Office and it was determined that the application could comply with the following standards of Land Use Resolution Article 5 – *Administrative Review Projects That Require Land Use Change Permits*:

A. Section 5-103: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

Staff requests BOCC to determine if the proposed boundary line adjustment meets the following standard: “Section 5-103:A.3.a 1. Insubstantial Change. The purpose of the adjustment shall be to make an insubstantial boundary change between adjacent parcels”.

Thank you,
Rachael Blondy

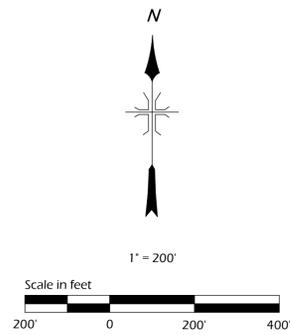
Exhibits

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-25-00006. Click on "Attachments".

- A. Subdivision Exemption Plat
- B. Boundary Line Adjustment Plat

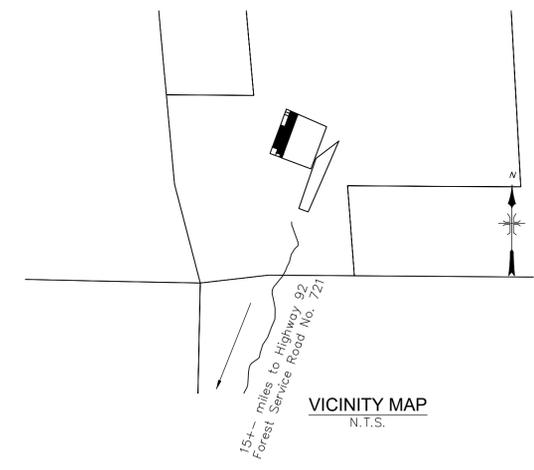
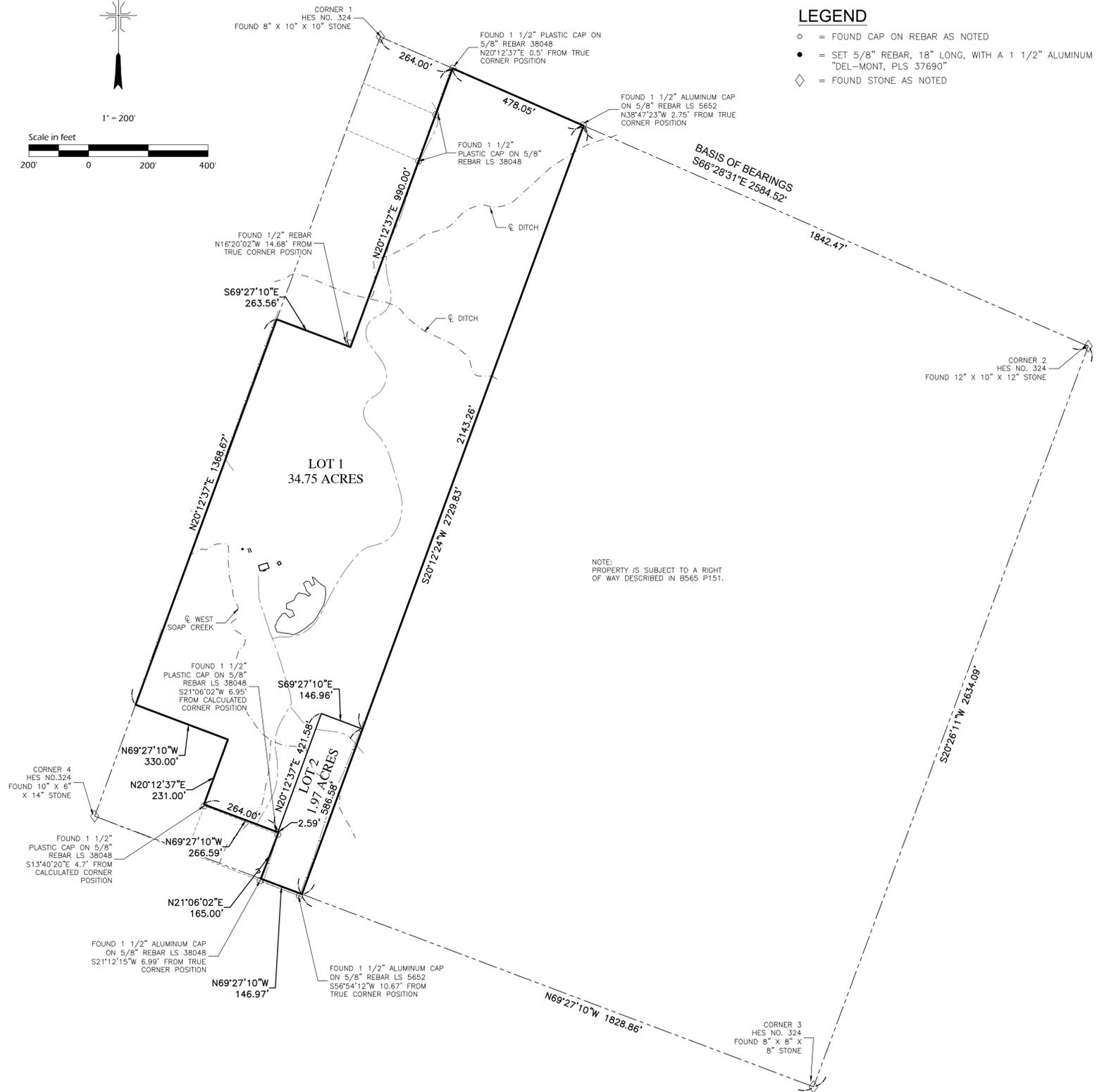
BROADFOOT SUBDIVISION EXEMPTION

SITUATED IN SECTIONS 29 AND 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, NEW MEXICO PRINCIPAL MERIDIAN
 COUNTY OF GUNNISON, STATE OF COLORADO



LEGEND

- = FOUND CAP ON REBAR AS NOTED
- = SET 5/8" REBAR, 18" LONG, WITH A 1 1/2" ALUMINUM CAP STAMPED "DEL-MONT, PLS 37690"
- ◇ = FOUND STONE AS NOTED



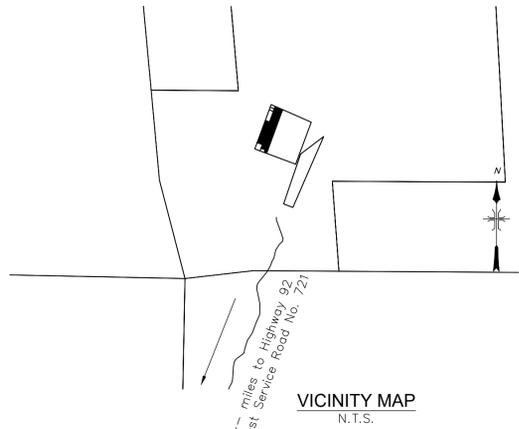
NOTE:
 PROPERTY IS SUBJECT TO A RIGHT
 OF WAY DESCRIBED IN B565 P151.

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. • Montrose, CO 81401 • (970) 248-2251 www.del-mont.com • service@del-mont.com				BROADFOOT SUBDIVISION EXEMPTION		
FIELD BOOK:	910	DRAWN BY:	DCC	DATE:	2025-02-25	
SHEET:	2 of 2	FILE:	24177V_PLAT-EXEMPT	JOB NO.:	24177	
					TYPE:	PLAT

BROADFOOT BOUNDARY LINE ADJUSTMENT

SITUATED IN SECTION 29, TOWNSHIP 51 NORTH, RANGE 4 WEST, NEW MEXICO PRINCIPAL MERIDIAN
 COUNTY OF GUNNISON, STATE OF COLORADO



PROPERTY DESCRIPTION:

LOT 1:
 A parcel of land situated in Section 29, Township 51 North, Range 4 West, New Mexico Principal Meridian, County of Montrose, State of Colorado being better described as:
 Beginning at a point on the North line of the HE Survey No. 324, said point being S66°28'31"E 264.00 feet from HES Corner 1;
 Thence along said North line S66°28'31"E 168.60 feet;
 Thence leaving said North line S20°12'37"W 1213.29 feet to a point on an existing road;
 Thence the following nineteen (19) courses along said road:
 1. 109.78 feet along the arc of a curve to the right, with a radius of 220.00 feet, an interior angle of 28°35'24", and whose long chord bears S30°52'37"E 108.64 feet;
 2. S16°34'55"E 112.96 feet;
 3. 129.37 feet along the arc of a curve to the right, with a radius of 175.00 feet, an interior angle of 42°21'21", and whose long chord bears S04°35'46"W 126.44 feet;
 4. 84.75 feet along the arc of a curve to the right, with a radius of 100.00 feet, an interior angle of 48°33'29", and whose long chord bears S50°03'10"W 82.24 feet;
 5. S74°19'55"W 29.99 feet;
 6. 40.48 feet along the arc of a curve to the left, with a radius of 75.00 feet, an interior angle of 30°55'31", and whose long chord bears S58°52'09"W 39.99 feet;
 7. 141.88 feet along the arc of a curve to the left, with a radius of 525.00 feet, an interior angle of 15°29'02", and whose long chord bears S35°39'53"W 141.45 feet;
 8. S27°55'22"W 111.55 feet;
 9. 130.44 feet along the arc of a curve to the right, with a radius of 125.00 feet, an interior angle of 59°47'20", and whose long chord bears S57°49'02"W 124.60 feet;
 10. S87°42'43"W 33.37 feet;
 11. S72°01'43"W 17.03 feet;
 12. S19°22'39"E 76.08 feet;
 13. S16°30'16"E 116.62 feet;
 14. S08°19'25"E 31.11 feet;
 15. S29°12'35"W 72.03 feet;
 16. 97.76 feet along the arc of a curve to the left, with a radius of 150.00 feet, an interior angle of 37°20'33", and whose long chord bears S10°32'18"W 96.04 feet;
 17. S08°07'58"E 33.30 feet;
 18. 151.26 feet along the arc of a curve to the right, with a radius of 225.00 feet, an interior angle of 38°31'00", and whose long chord bears S11°07'32"W 148.42 feet;
 19. S30°23'02"W 78.74 feet;
 Thence leaving said road N69°27'10"W 188.25 feet;
 Thence N20°12'37"E 231.00 feet;
 Thence N69°27'10"W 330.00 feet to a point on the West line of said HE Survey No. 324;
 Thence along said West line N20°12'37"E 1368.67 feet;
 Thence leaving said West line S69°27'10"E 263.56 feet;
 Thence N20°12'37"E 990.00 feet to the Point of Beginning.
 Containing 20.23 Acres more or less as described.

LOT 2:
 A parcel of land situated in Section 29, Township 51 North, Range 4 West, New Mexico Principal Meridian, County of Montrose, State of Colorado being better described as:
 Beginning at a point on the North line of the HE Survey No. 324, said point being S66°28'31"E 432.60 feet from HES Corner 1;
 Thence along said North line S66°28'31"E 309.45 feet;
 Thence leaving said North line S20°12'24"W 2729.83 feet to a point on the South line of said HE Survey;
 Thence along said South line N69°27'10"W 146.97 feet;
 Thence N21°08'02"E 165.00 feet;
 Thence N69°27'10"W 78.34 feet to a point along an existing road;
 Thence the following nineteen courses (19) along said road:
 1. N30°23'02"E 78.74 feet;
 2. 151.26 feet along the arc of a curve to the left, with a radius of 225.00 feet, an interior angle of 38°31'00", and whose long chord bears N11°07'32"E 148.42 feet;
 3. N08°07'58"W 33.30 feet;
 4. 97.76 feet along the arc of a curve to the right, with a radius of 150.00 feet, an interior angle of 37°20'33", and whose long chord bears N10°32'18"E 96.04 feet;
 5. N29°12'35"E 72.03 feet;
 6. N08°19'25"W 31.11 feet;
 7. N16°30'16"W 116.62 feet;
 8. N19°22'39"W 76.08 feet;
 9. N72°01'43"E 17.03 feet;
 10. N87°42'43"E 33.37 feet;
 11. 130.44 feet along the arc of a curve to the left, with a radius of 125.00 feet, an interior angle of 59°47'20", and whose long chord bears N57°49'02"E 124.60 feet;
 12. N27°55'22"E 111.55 feet;
 13. 141.88 feet along the arc of a curve to the right, with a radius of 525.00 feet, an interior angle of 15°29'02", and whose long chord bears N35°39'53"E 141.45 feet;
 14. 40.48 feet along the arc of a curve to the right, with a radius of 75.00 feet, an interior angle of 30°55'31", and whose long chord bears N58°52'09"E 39.99 feet;
 15. N74°19'55"E 29.99 feet;
 16. 84.75 feet along the arc of a curve to the left, with a radius of 100.00 feet, an interior angle of 48°33'29", and whose long chord bears N50°03'10"E 82.24 feet;
 17. 129.37 feet along the arc of a curve to the left, with a radius of 175.00 feet, an interior angle of 42°21'21", and whose long chord bears N04°35'46"E 126.44 feet;
 18. N16°34'55"W 112.96 feet;
 19. 109.78 feet along the arc of a curve to the left, with a radius of 220.00 feet, an interior angle of 28°35'24", and whose long chord bears N30°52'37"W 108.64 feet;
 Thence N20°12'37"E 1213.29 to the point of beginning.
 Containing 16.50 Acres more or less as described.
 County of Gunnison, State of Colorado

OWNER CONSENT
 The undersigned, being the owners of Lot 1 and Lot 2 shown hereon, consent to the subdivision exemption / boundary line adjustment accomplished by this Plat.

Jerry Broadfoot

 Signature
 STATE OF _____)
 COUNTY OF _____) ss.

The foregoing consent was acknowledged before me this _____ day of _____ AD, 202__ by Jerry Broadfoot.

Witness my hand and official seal.
 My commission expires _____

 Notary Public

Lester Lockhart

 Signature
 STATE OF _____)
 COUNTY OF _____) ss.

The foregoing consent was acknowledged before me this _____ day of _____ AD, 202__ by Lester Lockhart.

Witness my hand and official seal.
 My commission expires _____

 Notary Public

ATTORNEY'S OPINION

I, Kendall Burgemeister, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined the title to Lot 1 and Lot 2 identified on this plat. Such title is vested in JERRY BROADFOOT AND LESTER LOCKHART, and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

- Any rights, claims, liens, defects, encumbrances, or easements not shown by the public records or first appearing in the public records subsequent to the effective date hereof.
- Taxes for the year 2025 and subsequent years, a lien not yet due and payable.
- Right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded May 08, 1931, in Book 235 at Page 299.
- Right of way deed recorded April 22, 1981 in Book 565 at Page 151, as recognized in warranty deeds recorded October 4, 1981 in Book 572 at Pages 338 and 340.

Dated this _____ day of _____, 2025.

 Kendall Burgemeister, Atty. Reg. No. 41593

PLAT NOTES:

- CONFINEMENT OF DOMESTIC ANIMALS. Domestic animals must be controlled by kenneling, leash, fencing or other physical constraint. Any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible individual.
- COLORADO "FENCE-OUT" REQUIREMENTS. Under C.R.S. 35-46-101 et seq, a property owner is required to construct and maintain any fencing required to keep livestock off his/her property.
- IRRIGATION DITCH MAINTENANCE. An irrigation ditch owner has the right to enter the irrigation ditch maintenance easement area, maintain the ditch, and leave natural debris on the bank.

BASIS OF BEARINGS:

The bearing between the found 8" X 10" X 10" Stone at corner 1 of HE Survey No. 324 and the found 12" X 10" X 12" Stone at corner 2 of said HE Survey No. 324 bears S66°28'31"E (ASSUMED)

LINEAL UNITS STATEMENT:

The Lineal Unit used on this plat is U.S. Survey Feet

SURVEYORS CERTIFICATE:

I, Frederick Ballard, a Professional Land Surveyor in the State of Colorado, do hereby certify that the above described parcels have been surveyed by me and/or under my direct supervision and that such survey is accurately represented hereon, and is based on my knowledge, information and belief, and is in accordance with applicable standards or practice and is not a guaranty or warranty, either expressed or implied. This survey does not include easements except those specifically shown hereon.

FOR REVIEW

Frederick Ballard P.L.S. 37690

BOARD OF COUNTY COMMISSIONERS APPROVAL:

The within plat of the Broadfoot Boundary Line Adjustment is approved the _____ day of _____, 202__

 Chairperson, Board of Gunnison County Commissioners

Attest:

 Gunnison County Clerk and Recorder

RECORDER'S CERTIFICATE:

This plat was filed for record in the office of the Clerk and Recorder of Gunnison County at _____ m. on the ____ day of _____, 20__ Reception No. _____

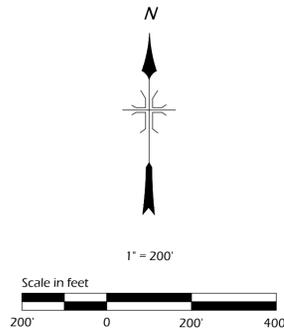
 County Clerk & Recorder by _____ Deputy

 DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 1225 Colorado Ave. W. Montrose, CO 81401 W (970) 248-2251 www.del-mont.com service@del-mont.com				TITLE BROADFOOT BOUNDARY LINE ADJUSTMENT	
				CLIENT:	
FIELD BOOK: 910		DRAWN BY: DCC		DATE: 2025-05-05	
SHEET: 1 of 2		FILE: 24177V_PLAT-BLA		JOB NO.: 24177	
				TYPE: PLAT	

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.
 \\DMS14\PROJECTS\ACTIVE PROJECTS\2024\24177-O'NEAL BOUNDARY LINE ADJUSTMENT\C3D\24177V_PLAT-BLA.DWG

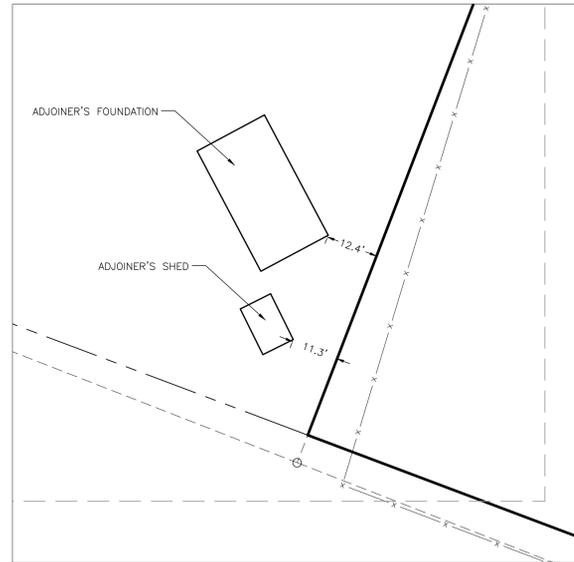
BROADFOOT BOUNDARY LINE ADJUSTMENT

SITUATED IN SECTION 29, TOWNSHIP 51 NORTH, RANGE 4 WEST, NEW MEXICO PRINCIPAL MERIDIAN
COUNTY OF GUNNISON, STATE OF COLORADO

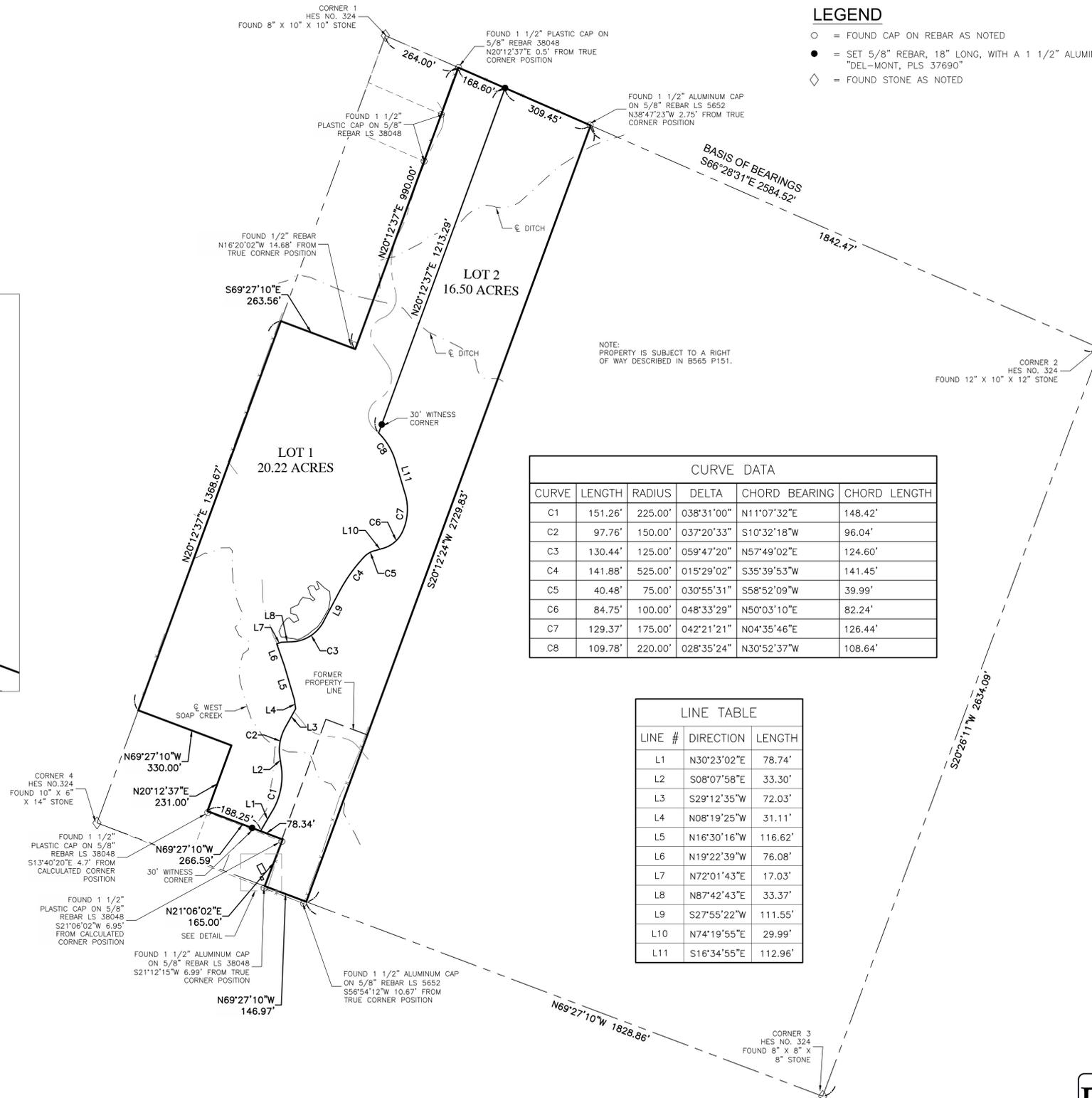


LEGEND

- = FOUND CAP ON REBAR AS NOTED
- = SET 5/8" REBAR, 18" LONG, WITH A 1 1/2" ALUMINUM CAP STAMPED "DEL-MONT, PLS 37690"
- ◇ = FOUND STONE AS NOTED



DETAIL
1" = 20'



NOTE:
PROPERTY IS SUBJECT TO A RIGHT
OF WAY DESCRIBED IN B565 P151.

CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	151.26'	225.00'	038°31'00"	N11°07'32"E	148.42'
C2	97.76'	150.00'	037°20'33"	S10°32'18"W	96.04'
C3	130.44'	125.00'	059°47'20"	N57°49'02"E	124.60'
C4	141.88'	525.00'	015°29'02"	S35°39'53"W	141.45'
C5	40.48'	75.00'	030°55'31"	S58°52'09"W	39.99'
C6	84.75'	100.00'	048°33'29"	N50°03'10"E	82.24'
C7	129.37'	175.00'	042°21'21"	N04°35'46"E	126.44'
C8	109.78'	220.00'	028°35'24"	N30°52'37"W	108.64'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N30°23'02"E	78.74'
L2	S08°07'58"E	33.30'
L3	S29°12'35"W	72.03'
L4	N08°19'25"W	31.11'
L5	N16°30'16"W	116.62'
L6	N19°22'39"W	76.08'
L7	N72°01'43"E	17.03'
L8	N87°42'43"E	33.37'
L9	S27°55'22"W	111.55'
L10	N74°19'55"E	29.99'
L11	S16°34'55"E	112.96'

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

DMC		DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. • Montrose, CO 81401 • (970) 249-2251 www.del-mont.com • service@del-mont.com	
FIELD BOOK:	910	DATE:	2025-05-05
DESIGNED BY:	DCC	DATE:	2025-05-05
SHEET:	2 of 2	FILE:	24177V_PLAT-BLA
JOB NO.:	24177	TYPE:	PLAT

**BROADFOOT BOUNDARY
LINE ADJUSTMENT**