

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, July 15, 2025

Page 1 of 2

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:30 am

- Call to Order; Agenda Review
- Minutes Approval
 1. July 1, 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; Community Foundation of the Gunnison Valley; Gunnison County Substance Abuse Prevention Project; 7/1/2025 to 4/30/2025; \$3,000
 2. Acknowledgment of County Manager's Signature; Professional Services Agreement; Garrison Fence, Inc.; Public Works; 7/15/2025 to 12/31/2025; \$24,820
 3. Service Contract; Region 10 Area Agency on Aging; Health and Human Services; 7/1/2025 to 6/30/2026; \$24,000 with \$2,666.67 Local Match
 4. Temporary Contractor Agreement; Sonja Parmeter; Sheriff's Office; 7/15/2025 to 12/31/2025; \$40/Hour
 5. Grant Proposal; Colorado Commission for the Deaf, Hard of Hearing and Deafblind; Health and Human Services; 9/1/2025 to 6/30/2026; \$28,450
 6. State of Colorado Intergovernmental Agreement; Contract No. 26-198111; Department of Health Care Policy and Financing; Health and Human Services; 7/1/2025 to 6/30/2026; \$18,550.38
 7. Intergovernmental Agreement Regarding Undesirable Plant Management 2025; BOCC Saguache County, BOCC Hinsdale County, Town of Crested Butte, City of Gunnison, Town of Pitkin; Public Works; 1/1/2025 to 12/31/2025
 8. Professional Services Agreement; De Loera Cleaning LLC; Facilities; 7/15/2025 to 7/1/2026; \$20,400
 9. Acknowledgment; Option Letter #2; 2025*0120; Health and Human Services; 7/1/2025 to 7/31/2025; \$2,959
 10. Acknowledgment of County Manager's Signature; Assistance Agreement; Award No. DE-FC01-04LM00004

8:35 am

- Notice; New National Opioid Settlement; Purdue Pharma L.P. & Sackler Family

8:40 am

- Condominium Plat; LUC-24-00060; Dizzy Gillaspey, LLC

8:45 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2023 & 2024; R004083; Parcel No. 2917-261-36-017; Lots F-I, K & L, Block 16, East Marble; Beamon Living Trust
- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2023 & 2024; R004085; Parcel No. 2917-261-36-019; Lots D & E, Block 16, East Marble; Beamon Living Trust

9:05 am

- Executive Session, pursuant to C.R.S. § 24-6-402(4)(a) & (e)(I), for determining positions that may be subject to negotiations related to the City of Gunnison and Gunnison County Fire Protection District in relation to County property, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-

*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 15, 2025

Page 2 of 2

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

402(4)(b) conferences with the County Attorney, Deputy County Attorney, or Assistant County Attorney about the same.

9:30 am

- Gunnison Valley Land Preservation Fund Grant Agreements; Gunnison Ranchland Conservation Legacy
 1. Crossbar Ranch North Conservation Easement; \$141,443
 2. Wildcat Ranch Conservation Easement; \$120,014
 3. Willow Creek Property Conservation Easement; \$86,443

9:45 am

- Vouchers and Transfers
- Treasurer's Report

9:50 am

- Break

10:00 am

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

10:25 am

- Executive Session, pursuant to C.R.S. 24-6-402(4)(b) & (e)(I), conference with the County Attorney, Deputy County Attorney, or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to the Sawtooth II housing project.
- 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: Draft BOCC Minutes; 7/1/2025

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Draft BOCC Minutes; 7/1/2025

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☐

Required

☒

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐

No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/10/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 1

Agenda Date: 7/15/2025

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
July 1, 2025**

The July 1, 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	Matthew Birnie, County Manager
Elizabeth Smith, Vice-Chairperson	Holly Perry, Deputy County Clerk
Jonathan Houck, Commissioner	Others Present as Listed in Text
Sammy Obaid, Assistant County Attorney	

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 8:29 am.

SPECIAL EVENT LIQUOR PERMIT 4-2025; ADAPTIVE SPORTS CENTER; 8/3/2025 FROM 4:00 PM TO 11:30 PM:

Moved by Commissioner Houck, seconded by Commissioner Smith to approve the Special Event Liquor Permit for Adaptive as detailed in the packet this morning. Motion carried unanimously.

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

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

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

MINUTES APPROVAL: **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve the meeting minutes of June 17, 2025 as presented. Commissioner Smith was absent from this meeting and recused herself from the vote, otherwise motion carried unanimously.

1. June 17, 2025 Regular Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

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

COUNTY MANAGER’S REPORTS:

1. Whetstone – CM Birnie relayed that they did run into more clay which has taken more of the contingency funds. He then commented that the State agencies, besides the Colorado Department of Public Health and Environment (CDPHE), have been difficult to work with despite the Governor’s memo to prioritize and facilitate housing which have resulted in significant delays.
2. Sawtooth – Commissioner Houck noted that the paving and striping looks to be completed at Sawtooth.

SUBDIVISION EXEMPTION & BOUNDARY LINE ADJUSTMENT; LUC-25-00006; O'NEAL REVOCABLE LIVING TRUST: Planner Rachael Blondy, Attorney Kendall Burgemeister, John O'Neal, and Carrie O'Neal were present for discussion.

Planner Blondy explained this application is for both a subdivision exemption and a boundary line adjustment. The O'Neal's are requesting these on behalf of current owner, and the boundary line adjustment is to extend the parcel as it exists from under 2 acres to 16.5 acres. Mr. O'Neal described the history of the parcel. Planner Blondy relayed the property meets all the requirements for a subdivision exemption, but the Board needs to determine what defines substantial or insubstantial for the boundary line adjustment. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the subdivision exemption for a portion of the LUC-25-00006 for the O'Neal Revocable Living Trust and authorize the Chair's signature on the plat. Motion carried unanimously.

Commissioner Puckett Daniels clarified this is a case-by-case basis and not precedential. Commissioner Smith asked about the case with the percentages that were cited in the memo and Planner Blondy explained that it was an example of when insubstantial versus substantial was used previously. Attorney Burgemeister explained the definition of insubstantial versus substantial and how it is difficult for it to be quantitative. Commissioner Puckett Daniels lastly asked what the surrounding parcels look like. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the boundary line adjustment as presented for LUC-25-00006 and authorize the Chair's signature on the plat.

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

COMMISSIONER ITEMS:

Commissioner Smith:

1. Intergovernmental Dinner – Commissioner Smith and Commissioner Puckett Daniels attended to discuss housing projects and the effects of the Federal cuts.

Commissioner Houck:

1. Club 20 – Commissioner Houck noted Club 20 is working on policy statements and they will be in Gunnison this month for some summer work.
2. Gunnison County Stockgrowers' Association – Commissioner Houck will be meeting with the Stockgrowers this evening to discuss the conflict between wolf reintroduction and with the agriculture and ranching operations. He stated they would like to have a work session opportunity with the Commissioners.
3. Town Hall – Commissioner Houck and Commissioner Puckett Daniels had another Town Hall in the Depot in Crested Butte.
4. Scott Morrill's Retirement Celebration – Commissioner Houck and Commissioner Puckett Daniels attended Emergency Manager Scott Morrill's retirement party to celebrate his achievements and impact in and around Gunnison County.
5. Gunnison Basin Sage-grouse Strategic Committee – Commissioner Houck attended a Gunnison Basin Sage-grouse Strategic Committee meeting to discuss the habitat prioritization tool and the revisions of it.
6. Land Agencies – Commissioner Houck continues to meet with the Bureau of Land Management (BLM) and the U.S. Forest Service monthly.
7. Senator Bennet – Commissioner Houck continues to talk with Senator Bennet's staff regarding the Gunnison Outdoor Resource Protection (GORP) Act and have had conversations with Montrose County about the proposed legislation.
8. Fire Restrictions – Commissioner Houck brought up potential fire restrictions due to the drought reports. CM Birnie confirmed that there have been conversations and is anticipating restrictions.
9. Tripartite Board – Commissioner Houck has been working with Wellness/Enforcement Services Manager Betsy Holena and Assistant County Manager for Health, Human and Safety Services Joni Reynolds regarding the changes in funding of Federal programs.

Commissioner Puckett Daniels:

1. Intergovernmental Dinner – Commissioner Puckett Daniels conveyed they discussed the Gunnison Valley Regional Housing Authority transition. CM Birnie reminded Commissioner Puckett Daniels that they need to discuss potential decisions on what to do.
2. Sustainable Tourism and Outdoor Recreation Committee (STOR) – Commissioner Puckett Daniels noted STOR affirmed their newly adopted strategic plan. She commented that they chose goals that can be accomplished despite federal uncertainty. Colorado Parks and Wildlife's Brandon Diamond also presented a final report with maps for the wildlife planning support tools. Commissioner Puckett Daniels recommended a presentation to themselves as well as potentially the Land Preservation Board. Commissioner Houck and Commissioner Smith agreed.
3. Counties & Commissioners Acting Together (CCAT) – Commissioner Puckett Daniels attended the interim legislative briefing and had conversations regarding a potential TABOR reform and continuing to try to find proposals for diversifying county revenue.
4. QQ Meeting – Commissioner Puckett Daniels attended the QQ Meeting in person and they are encouraging counties to consider what their authorities are over all the lands within the county

- and making sure the rules are right due to the instability of the Federal management of Federal land.
- 5. Gunnison Valley Regional Transportation Authority (RTA) – Commissioner Puckett Daniels relayed that the RTA is reviewing bylaws and the Intergovernmental Agreement (IGA) and requests potential feedback from the Commissioners. Commissioner Houck asked if the approval is majority of or unanimous to which Commissioner Puckett Daniels said she would find out.
 - 6. Federal Budget Bill Public Outreach – Commissioner Puckett Daniels continues to reach out to the public regarding the potential changes and impacts due to the Federal Budget Bill.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 9:17 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 County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 7/11/2025 thru 8/31/2025

Board of County Commissioners

1. [BOCC Regular Meeting](#)
July 15, 2025, All Day @ BOCC Boardroom
2. [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
3. [BOCC Work Session](#)
July 22, 2025, All Day @ BOCC Boardroom
4. [BOCC Town Hall - Pitkin](#)
July 22, 2025, 6:00 PM - 7:30 PM @ Newcomb Community Center
5. [BOCC Regular Meeting](#)
August 5, 2025, All Day @ BOCC Boardroom
6. [BOCC Work Session](#)
August 12, 2025, All Day @ BOCC Boardroom
7. [BOCC Regular Meeting](#)
August 19, 2025, All Day @ BOCC Boardroom
8. [BOCC Work Session](#)
August 26, 2025, All Day @ BOCC Boardroom

Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)
August 19, 2025, All Day @ BOCC Boardroom

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement; Community Foundation of the Gunnison Valley

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Community Foundation of the Gunnison Valley

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Grant for parent education for GCSAPP and Choice Pass.

Fiscal Impact:

Submitted by: Emily Mirza

Submitter's Email Address: emirza@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 7/8/2025

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 7/3/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/3/2025

Certificate of Insurance Required

Yes



No



County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/10/2025



Consent Agenda



Regular Agenda



Worksession

Time Allotted: 0

Agenda Date: 7/15/2025

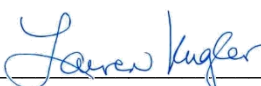
COMMUNITY FOUNDATION OF THE GUNNISON VALLEY
2025 Community Grants
GRANT AGREEMENT

GRANTEE: **Gunnison County Juvenile Services – Gunnison County Substance Abuse Prevention Project**

AMOUNT AND DURATION: **\$3,000.00** over a 10-month period beginning July 1, 2025

PURPOSE: **Choice Pass Parent Education**

1. Use of Grant Funds. Grant funds may be **used only for the purpose(s) referenced above**. In compliance with Executive Order 13224 of the United States' Patriot Act, this grant will not be used to support named terrorist organizations or those who may be otherwise associated with terrorists. Community Foundation of the Gunnison Valley ("CFGV") acknowledges that "support" does not include non-violent activities intended to protect or promote constitutional rights. If monies are not expended by the Grantee for the purpose and in the time period named above, CFGV may ask for their return.
2. Payment of Grant Funds. The grant funds will be paid in one installment upon receipt of this executed Agreement.
3. Certification and Maintenance of Exempt Status. You certify that you have been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501(c)(3) of the Code, and "not a private foundation," within the meaning of Code Section 509(a); or in the absence of such a determination, that you are a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B), or have a fiscal sponsor, such as the County of Gunnison or Gunnison Watershed School District (referred to hereafter as a "Public Charity"). You will immediately inform CFGV of any change in or challenge to your status as a Public Charity and any change in key leadership responsible for achieving the grant's purpose.
4. Report. You will submit a full and complete report to CFGV on the use of the grant funds, compliance with the terms of the grant, and the progress made toward achieving the goals of the grant by 11:59 p.m., April 30, 2026, using the SMAApply online platform. You also agree to supply CFGV with photos suitable for use in publications and on CFGV's website and certify you have permission from any individuals in said photo to use it for publication.
5. Records. You will maintain your books and records in such a manner that the expenditures of the grant funds can be shown separately in an easily-checked format, and you will give CFGV reasonable access to files and records as it deems necessary concerning the grant. You agree to maintain such files and records for a period of at least four years after completion or termination of the project.
6. Acknowledgment of Support. All websites, program materials, manuscripts, papers, releases, exhibits or interviews prepared for scientific meetings, the public or private press, magazines, periodicals, radio, television, or other means of communication dealing with the activities or achievement of the work of the grant shall acknowledge CFGV's support. CFGV may review and approve the content of any proposed publicity prior to release.
7. Future Funding. You acknowledge that CFGV and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement. If any of the grant funds are returned or if the grant is rescinded, you acknowledge that CFGV will have no further obligation to you in connection with this grant as a result of such return or rescission. However, the foregoing is not intended to prohibit CFGV from providing you an additional grant at the termination of the grant described in this Agreement upon the submission of a new proposal, if CFGV in its sole discretion determines that an additional grant is appropriate.
8. Modification. This Agreement and the accompanying letter set forth all terms of the grant and replace all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of your organization and approved by CFGV's Board of Directors.
9. Applicable Law. This Agreement will be construed in accordance with the laws of the State of Colorado.



Lauren Kugler, Executive Director, CFGV
Grantor

Legal or Authorized Official
Grantee

Title

July 1, 2025
Date

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is a contract for fence installation for an impound yard for the Sheriff's office at the Public Works facility. Competitive bids were sought and this was the most responsive and least expensive option. It fits within budget.

Fiscal Impact:

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 7/10/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 7/9/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/9/2025

Certificate of Insurance Required

Yes ☒ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/11/2025

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 7/15/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 11th day of July, 2025, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Garrison Fence Inc., whose address is 6655 W. Hwy 160, Alamosa, CO 81101 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding fencing construction as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").]

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2025, unless sooner terminated or replaced as provided herein.

3. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Twenty-Four Thousand Eight Hundred Twenty and No/100 U. S. Dollars (\$24,820.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

4. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

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

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

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

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

5. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

6. INDEMNIFICATION.

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

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

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

7. DISCRIMINATION.

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

as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

8. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

9. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

- f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

10. DELEGATION AND ASSIGNMENT.

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

11. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

12. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees

to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

13. WARRANTIES.

Contractor represents and warrants to the County as follows:

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

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

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

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

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

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

14. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

15. NO THIRD-PARTY BENEFICIARY.

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

16. CONFLICT OF INTEREST.

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

17. FORCE MAJEURE.

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

18. NOTICES.

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

Gunnison County: County Manager
 Gunnison County

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

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

Contractor: Garrison Fence Inc.
6655 W. Hwy. 160
Alamosa, CO 81101

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

19. GOVERNING LAW.

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

20. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication

shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

21. ENTIRE AGREEMENT.

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

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

22. RECORDS.

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

23. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: 
Matthew Birnie, County Manager

ATTEST:


Deputy Clerk



CONTRACTOR

By: 

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:



GARRISON FENCE, INC.

"QUALITY SINCE 1970"

GARRISON FENCE, INC.
ALAMOSA, CO 81101

6655 W HWY 160
719-589-6144

PROPOSAL/CONTRACT

Page 1
04/21/2025

Customer Information:

GUNNISON COUNTY PUBLIC WORKS
195 BASIN PARK DR.
GUNNISON, CO 81230

Job Information:

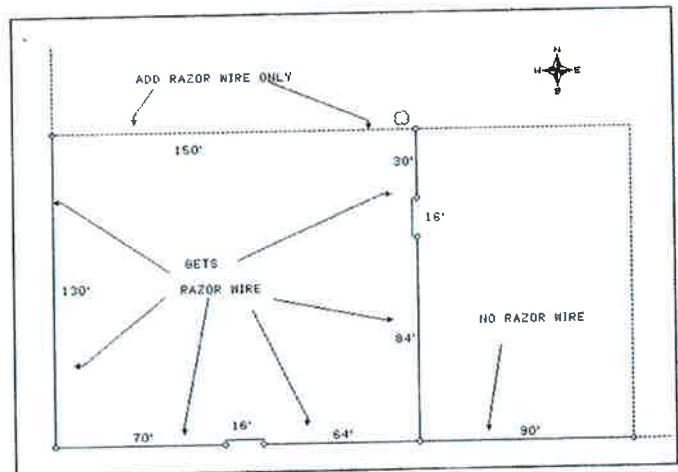
MARTIN SCHMIDT
970-642-7378 (DIRECT)
970-641-0044 (MAIN)
MSCHMIDT@GUNNISONCOUNTY.ORG

Notes:

- FURNISH MATERIALS AND INSTALL 500' OF 6' TALL COMMERCIAL GRADE CHAIN LINK FENCE WITH END AND CORNER BRACING WITH TRUSS RODS AND MIDDLE RAIL, WITH BOTTOM TENSION WIRE AND ONE STRAND OF BARBED WIRE ON TOP WITH RAZOR WIRE. AND TWO 16' WIDE ROLL GATES.

ADD BARB ARMS ON NORTH SIDE 150' TO BE ABLE TO ADD THE RAZOR WIRE AND BARBED WIRE ON TOP.

CABLE LOCATES WILL BE NEEDED



GARRISON FENCE, INC. agrees to guarantee above fence to be free from defects in materials and workmanship for one year.

GARRISON FENCE, INC. shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. GARRISON FENCE, INC. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does GARRISON FENCE, INC. assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

GARRISON FENCE, INC. will assume the responsibility for having underground public utilities located and marked. However, GARRISON FENCE, INC. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing GARRISON FENCE, INC. to dig in the immediate vicinity of known utilities.

The final billing will be based on the actual footage of fencing built and the work performed. Adjustments for material used on this job and

adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.

A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of GARRISON FENCE, INC. until all invoices pertaining to this job are paid in full. Right of access and removal is granted to GARRISON FENCE, INC. in the event of non-payment under the terms of this contract. The customer agrees to pay all interest and any costs incurred in the collection of this debt. This proposal may be withdrawn by GARRISON FENCE, INC. if not accepted within 70 days of proposal date.

Approved & Accepted for Customer:

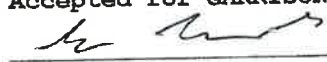

Customer
7/11/25
Date

Contract Amount: \$ 24820.00

Down Payment: \$ 12410.00

Balance Due: \$ 12410.00

Accepted for GARRISON FENCE, INC.:


Salesperson
4-21-25
Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Service Contract; Region 10 Area Agency on Aging;

Action Requested: County Manager Signature

Parties to the Agreement: Region 10

Term Begins: 7/1/25

Term Ends:

Grant Contract #:

Summary:

This funding supports the work of Senior Resource Specialists

Fiscal Impact:

Submitted by: Elizabeth Holena

Submitter's Email Address: bholena@gunnisoncounty.org

Finance Review:

☒

Required

☐

Not Required

Comments:

Reviewed by:

Discharge Date: 7/11/2025

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 7/8/25

Reveiwed by:

Discharge Date: 7/11/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by:

Discharge Date: 7/11/2025

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 7/15/2025

Service Contract Terms and Conditions

It is understood and agreed by the service contractor/proposer that:

1. Funds granted as a result of this agreement are:
 - i. To be expended for the purposes as allowed under the Older Americans Act and as set forth herein, and in accordance with all applicable laws, regulations, policies, and procedures of Region 10, the State of Colorado, and the Administration on Aging of the U.S. Department of Health and Human Services;
 - ii. Contingent upon the services provided being allowable expenses;
2. Payment for services rendered cannot occur until the parties have fully executed a contract and Region 10 has confirmed that the services are eligible for funding;

Contingent Funding

The contractor agrees that any contract that results from this RFP is contingent on the continuing availability of OAA, SFSS and other funding sources. If these funds become unavailable the AAA may terminate the resultant contract immediately and without further liability.

General Budget Information

While contracts resulting from this Request for Proposals are intended to have a term of 12 months, funding levels shall be awarded annually and are conditioned upon funds being made available to Region 10 for such purposes. The fiscal year of the contract term will commence on July 1, 2025 and end on June 30, 2026.

The budget submitted shall reflect the requested funds, required match and client contributions expected for the fiscal year.

Note: Request for Proposals (RFP) respondents are solely responsible for any costs associated with the preparation of their proposal(s). No reimbursement will be made by Region 10 for any costs incurred prior to a formal notice to proceed in an executed contract.

Required Match

A minimum of 10 percent (10%) local match (cash and/or in-kind) is required of each funded program, excluding the National Family Caregiver Support Program/State General Fund Care Giver funds. The Caregiver funds require a minimum 25 percent (25%) local match (cash and/or in-kind).

To calculate the required minimum match, divide the total amount requested by 9 for non-caregiver funds, or by 3 for Caregiver funds. For example, if you are requesting \$90,000 in non-Caregiver funds, your required match would be \$10,000 (rounded up to full dollars). (See table below:)

	10 Percent		25 Percent	
Requested Amount	\$90,000	90%	75000	75%
Required Match	\$10,000	10%	\$25,000	25%
Total Expended	\$100,000	100%	\$100,000	100%

Please note it is recommended that the minimum required match (according to funds requested) be provided each month. Also note that income from other federal grants cannot be utilized to match these federal/state dollars. In addition, in-kind match must be clearly documented, kept on file, and made available for review upon request.

Reimbursement Methods

Region 10 will utilize an actual cost contract for compensating organizations.

Client Contributions

The Older Americans Act prohibits the charging of fees and the use of means testing. However, the Older Americans Act requires that each older adult receiving service be provided with the opportunity to contribute toward the cost of the service. In addition, an older adult cannot be refused service if s/he is unable or chooses not to make a contribution. Any client contributions received are to be spent to expand and/or enhance the existing program. Region 10 automatically deducts any program income/client contributions received from the total amount available for request each month as all program income must be expended in the same month in which it is received.

Reimbursement Timelines

Contracted organizations will be expected to submit monthly service performance and reimbursement reports to Region 10 by the 12th of the month following the month for which the reimbursement is being requested. (If the 12th falls on a holiday, Saturday, or Sunday, requests will be due by the business day prior.) For example, the service performance and reimbursement report for September's services should be received by Region 10 no later than October 12th to be submitted in Region 10's reimbursement request to the State that month. In all, contractors can expect their reimbursement payment within 60 days after the end of the month of service.

The Federal Administration on Aging requires Older Americans Act data from each state to be reported in the designated Information System. The State of Colorado requires data entry into a software application called SUDS (State Unit Data System) to collect information on services. As a result, Region 10 requires contracted organizations to enter each unit of service provided into SUDS. Contractors have free access to SUDS software system and training is mandatory for any staff of a contracting agency who has not previously attended SUDS training. In order to receive reimbursement as timely as possible, all units reported on each monthly request must be entered into SUDS by the 12th of each month.

Requests received after the 12th or requests that include units of service not entered into the SUDS System (SUDS) will be held until all units requested for reimbursement are entered into SUDS. Upon Region 10's receipt of payment from the State, Region 10 will issue reimbursement checks on its next semi-monthly payables cycle to those organizations meeting the deadline.

Federal regulations prohibit making a profit from these program funds. Please be sure to estimate your costs accordingly.

Background Checks

Prior to the delivery of services, a criminal background check shall be conducted for all employees, volunteers, and contractors providing services delivered via one-to-one contact or any of the following in-person or virtual services:

1. Personal care services;
2. Counseling;
3. Homemaker services;
4. Chore services;
5. Adult Day services;
6. Respite care;
7. Transportation;
8. Long-Term Care Ombudsman services;
9. Home delivered meals;
10. Support groups;
11. Legal Services,
12. Evidence-based services;

13. Nutrition counseling; and
14. One-to-one services.

If an employee, volunteer, or contractor has resided in Colorado for fewer than seven years, a national background check shall be completed.

Volunteers under the age of 18 years shall not be required to undergo a background check as long as they are directly supervised and overseen by someone who is over the age of 18 years and who has successfully passed the background check requirement and they are not volunteering for unsupervised one-to-one services or any of the services listed above with the exception of Chore services and Home delivered meals.

If a potential employee, volunteer, or contractor, or contractor's employee has been convicted of any of the following offenses, that individual shall be disqualified.

1. A crime of violence;
2. Any felony offense involving unlawful sexual behavior;
3. Any felony domestic violence;
4. Any felony offense of child abuse; or
5. Any similar felony offense in any other state.

If a potential employee, volunteer, contractor, or contractor's employee has been convicted of any of the following offenses, that individual shall be disqualified if fewer than ten years have passed since the final discharge of all terms of the sentence imposed as a result of the conviction.

1. Third degree assault;
2. Any misdemeanor domestic violence;
3. Violation of a protection order;
4. Any misdemeanor offense of child abuse;
5. Any misdemeanor offense of sexual assault on a client by a psychotherapist; or
6. Any similar misdemeanor in any other state.

Employees, volunteers, or contractors responsible for transporting individuals shall possess a valid Colorado driver's license and shall not have had any alcohol/substance related offenses in the past three years, or an accident where the individual was at fault within the past two years.

Employees, volunteers, and contractors providing the services listed are required to report any conviction of a disqualifying offense that occurs after their hire date to their employer and/or the Area Agency on Aging (AAA).

Insurance

Contractor 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 shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

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

B. General Liability

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

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. Automobile Liability

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

D. Protected Information/Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law, confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

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

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Additional Insured

Region 10 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.

A certificate of insurance evidencing this coverage must be provided by Contractor prior to contract execution.

G. Public Entities

If a Contractor is a public entity within the meaning of the GIA, Contractor shall maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor's obligations under the GIA.

Equal Employment Opportunity

In connection with this request, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age, marital status, being handicapped, a disadvantaged person, or being a disabled or Vietnam era veteran. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including any apprenticeship.

HIPAA Business Associate Agreement

In connection with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the AAA Area Agency on Aging ("AAA") entered into a HIPAA Business Associate Addendum ("State Addendum") with the Department of Human Services, Division of Aging and Adult Services ("**Covered Entity**" or "**CE**") as required by HIPAA Regulations.

All contractors, as sub-grantees of Region 10, will have access to certain information, some of which may constitute "Protected Health Information" (PHI). As a sub-grantee with access to PHI,

Contractor is a Business Associate and subject to obligations with respect to PHI under HIPAA in the same manner as the State Addendum. Therefore, sub-grantees will be required to sign a Business Associate Addendum or/and complete state-specific HIPAA and PHI training prior to contract execution.

Proposals-Proprietary Information

All responses to this request become the property of Region 10 upon receipt and will not be returned to the contractor. Selection or rejection will not affect this right. Region 10 shall have the right to use any or all of the ideas or adaptations of the ideas contained in any RFP received in response to this solicitation. Any proprietary information submitted in response to this request shall be clearly marked and will be handled in accordance with applicable federal and state procurement regulations. Neither cost information nor the total RFP will be considered proprietary.

Required Processes/Procedures

Contractors are required to have the following processes/procedures in place.

Please note contractors may be asked for and must be prepared to provide a copy of any of the following at any time during the RFP review period or the contract year.

Waiting List

Customer Complaint & Grievance Policy/Process Client Contribution Process

Targeting Plan

Confidentiality Policy & Procedure

Other Requirements

Selected contractors must comply with the following requirements as well as any others set forth in an executed contract. Region 10's Terms and Conditions are available separately once the contractor creates their profile.

Submit to Region 10, prior to contract execution, a certificate of insurance in compliance with the Insurance Requirements section of the Required Reading.

Submit W-9

Signed Contractor's Pre-Contract Certification Regarding Employing Illegal Aliens. By submitting a proposal, respondent hereby certifies that at the time of this certification, respondent does not knowingly employ or contract with an illegal alien; and that respondent will participate in the E-Verify program or the Department Program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

Attend SUDS training, if required.

Input service units on a monthly basis into the State's system - as required per contract.

Submit monthly service performance and reimbursement reports to Region 10 per contract.

Sign Business Associate Agreement

Indemnification

Contractor shall indemnify, save, and hold harmless the [County/AAA] and the State of Colorado, as well as both entities' 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. 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, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as now in effect or hereafter amended. *Note: Government entities will not indemnify other entities.

**Region 10 Area Agency on Aging
Service Contract Terms and Conditions**



Area Agency on Aging

The foregoing terms are subject to revision. The terms set forth in this contract shall control the provision of any services provided.

**CONTRACTOR'S SERVICE AND FUNDING SPECIFICS
(from Contract Worksheet, inserted below)**

Region 10 AAA Representative

Title

Date

Contractor Representative

Title

Date

CONTRACT DETAILS

Submitting Agency:	Gunnison County
Contract Title:	Gunnison County HHS/Senior Resources FY26
Contract Number:	21322026
Start Date:	7/1/2025
End Date:	6/30/2026
Total Approved Grant Funds:	\$24,000.00
Unduplicated Clients (all services):	

Terms and Conditions

This contract is used to identify the distribution and use of funds provided through the Older Americans Act (OAA) and the State Funding for Senior Services (SFSS). This information is provided to the State Unit on Aging through the Region 10 Funding Request.

Per State requirements, each Area Agency on Aging (AAA) is required to have sub-grantees submit line item budgets to the AAA.

This contract identifies information related to the amount of resources the subcontractor has budgeted for the state fiscal year, the units of service the funds will provide, and general consumer demographics. The subcontractor shall:

- Ensure all services provided meet the program standards and fiscal requirements;
- Ensure that Federal funds are not used to supplant non-Federal funds;
- Ensure that appropriate efforts to obtain support from private sources and other public organizations continue;
- All federal and/or state funds will be fully expended within the State Fiscal Year ending June 30th;
- Ensure program income generated by the provider is fully spent in the month it is earned;
- Maintain financial records and other records pertinent to the contract agreement, pursuant to generally accepted accounting principles and using appropriate and sufficient documentation of expenses; and
- Upon request, make fiscal records and related documents available to the Region10 Area Agency on Aging and State Unit on Aging.

Description: (Completed by Contractor or RFP Respondent)

Summary of Service(s):

Service	Reimbursement Type	Per Unit Rate	Units of Service	Unduplicated Clients
Administration - State	1/12	NA	100	90
ADRC/Options Counseling	Per-Unit	\$200.00	30	23
Information and Assistance -	Per-Unit	\$0.00	200	200
Outreach	Non-compensated	N/A	25	NA

Budget Details:**COMPENSATED SERVICE: Administration - State***Income*

Budget Item	Description	Amount
Approved Funds		\$18,000.00
Local Cash Match		\$2,000.00
Local In-Kind Match		
TOTAL SERVICE REVENUES		\$20,000.00
<i>Other Revenue (Program Income)</i>		

Expenses

Budget Item	Description	Amount
Personnel		
Travel		
Equipment		
Contractual Services		
Staff Training		
Supplies		
Indirect		
Other		
TOTAL SERVICE EXPENSES		\$0.00

COMPENSATED SERVICE:	ADRC/Options Counseling
-----------------------------	--------------------------------

Income

Budget Item	Description	Amount
Approved Funds		\$6,000.00
Local Cash Match		\$666.67
Local In-Kind Match		
TOTAL SERVICE REVENUES		\$6,666.67
<i>Other Revenue (Program Income)</i>		

Expenses

Budget Item	Description	Amount
Personnel		
Travel		
Equipment		
Contractual Services		
Staff Training		
Supplies		
Indirect		
Other		
TOTAL SERVICE EXPENSES		\$0.00

COMPENSATED SERVICE:	Information and Assistance - Compensated
-----------------------------	---

Income

Budget Item	Description	Amount
Approved Funds		\$0.00
Local Cash Match		\$0.00
Local In-Kind Match		\$0.00
TOTAL SERVICE REVENUES		\$0.00
<i>Other Revenue (Program Income)</i>		

Expenses

Budget Item	Description	Amount
-------------	-------------	--------

Personnel		
Travel		
Equipment		
Contractual Services		
Staff Training		
Supplies		
Indirect		
Other		
TOTAL SERVICE EXPENSES		\$0.00

SERVICE LEVEL TARGETING EFFORTS

Administration - State

Service Area	Total 60 + Persons	Low Income	Minority	Low Inc Minority	Frail	Rural
Gunnison						

ADRC/Options Counseling

Service Area	Total 60 + Persons	Low Income	Minority	Low Inc Minority	Frail	Rural
Gunnison						

Information and Assistance - Compensated

Service Area	Total 60 + Persons	Low Income	Minority	Low Inc Minority	Frail	Rural
Gunnison						

Attachments:

Please provide any required documents. Common examples include Certificates of Insurance, Certificate of Good Standing, W-9, etc

Requested Attachments:		
Certificate(s) of Insurance(s)		
Certificate of Good Standing		

W-9				

Question Responses

The following questions were asked during the Contract process.

Question	Response

This workbook contains locked cells. It can be locked or unlocked as needed. There is no password. It's only locked to prevent accidental changes to formulas and calculated figures.

- 1 Fill-in the info on the "Contract" Tab
- 2 The source for nearly any populated data (data not entered by the provider/agency) is in the "Contract" tab.
- 3 If a cell with a formula linked to the Contract worksheet needs to be updated, first make changes to the "contract" tab worksheet, which should change the value on all associated worksheet tabs.

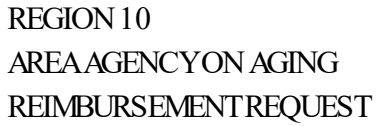
Fiscal Year: 2025-2026
Gunnison County HHS/ Senior
Agency: Resources FY26

Percent Match
Required: 10%
Match Amount
Required: \$2,666.67

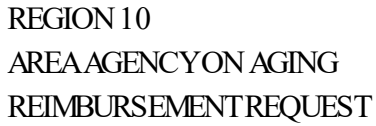


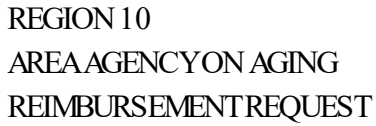
REGION 10
AREA AGENCY ON AGING
REIMBURSEMENT REQUEST

	Service	Reimbursement Type	Rate	Units of Service	Unduplicated Clients	Approved Funds	Local Cash Match	Local In-Kind Match	TOTAL SERVICE REVENUES	Other Revenue (Program Income)
1	Administration - State	1/12	\$1,500.00	12		\$18,000.00		\$2,000.00	\$20,000.00	
2	ADRC/Options Counseling	Per-Unit	\$200.00	30	23	\$6,000.00		\$666.67	\$6,666.67	
3	Info and Assist - Compensated	Per-Unit							\$0.00	
4	Info and Assist	Non-comp							\$0.00	
5	Outreach	Non-comp							\$0.00	

[illegible]

[illegible]

[illegible]

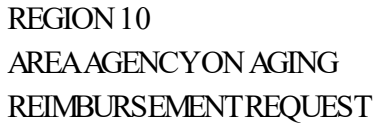


OCT

2025-2026

Gunnison County HHS/ Senior Resources FY26

[illegible]



NOV

2025-2026

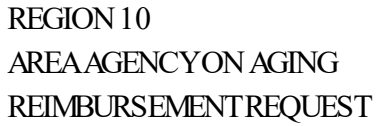
Gunnison County HHS/ Senior Resources FY26

[illegible]



Request Date:		Service Month:	DEC	SFY:	2025-2026
Submitting Agency:	Gunnison County HHS/ Senior Resources FY26			Person:	
Notes:					

[illegible]

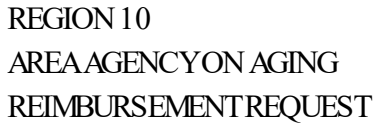


JAN

2025-2026

Gunnison County HHS/ Senior Resources FY26

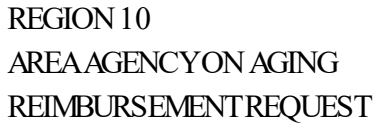
[illegible]



2025-2026

Person:

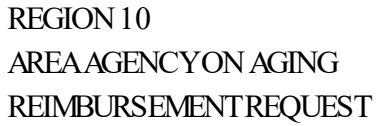
[illegible]



2025-2026

Person:

[illegible]

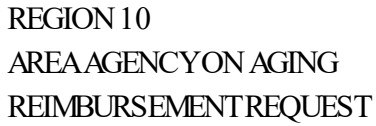


2025-2026

Person:

[illegible]

[illegible]



2025-2026

Person:

[illegible]

Tally Sheet

Agency: son County HHS/ Senior Resources FY2

SFY: 2025-2026

Service	Units	Rate	Total Cost	Program Income	Adjusted Total	Required Match	Local Cash Match	In-Kind Match	Total Match	Request Total
Administration - State	0	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADRC/Options Counseling	0	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Info and Assist - Compensated	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Info and Assist	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Outreach	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Fiscal YID Summary

Service	Allotted Funds	YID Request	Remaining	% Spent
Administration - State	\$18,000.00	\$0.00	\$18,000.00	0%
ADRC/Options Counseling	\$6,000.00	\$0.00	\$6,000.00	0%
Info and Assist - Compensated	\$0.00	\$0.00	\$0.00	
Info and Assist	\$0.00	\$0.00	\$0.00	
Outreach	\$0.00	\$0.00	\$0.00	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Temporary Contractor Agreement; Sonja Parmeter; Sh

Action Requested: County Manager Signature

Parties to the Agreement: Sonja Parmeter and Gunnison County Sheriff's Office

Term Begins: July 15, 2025

Term Ends:

Grant Contract #:

Summary:

Sojna is a NIBRS reporting specialist here in the Gunnison Valley and works for the City of Gunnison Police Department. We have been found to be behind in our NIBRS reporting and have contracted for her to catch us up and get us current on the reporting requirement.

Fiscal Impact:

Submitted by: adam murdie

Submitter's Email Address: amurdie@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 7/8/2025

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 7/3/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/3/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/10/2025



Consent Agenda



Regular Agenda



Worksession

Time Allotted: 0

Agenda Date: 7/15/2025

TEMPORARY CONTRACTOR AGREEMENT

THIS TEMPORARY CONTRACTOR AGREEMENT ("Agreement") is entered into this 15TH day of JULY, 2025, by and between the Board of Commissioners of the County of Gunnison, Colorado whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County" or "County") and Sonja Parmeter, whose address is 192 Rocky River Lane, Gunnison CO, 81230 ("Contractor").

RECITALS

Contractor desires to provide Gunnison County with professional clerical work including NIBRS data entry for the Sheriff's Office on an as-needed and task- and matter-based basis; and

Gunnison County desires to engage Contractor to provide such services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

I. SCOPE OF SERVICES.

At the direction of the County Sheriff, Contractor shall provide professional clerical services ("Services") to Gunnison County's Sheriff's Office as described herein. The Services shall include but are not limited to utilize the Gunnison Sheriff's Office CCIC with a Gunnison Sheriff's Office ORI and the Gunnison Sheriff's Office Omnigo to enter data into NIBRS in compliance with Federal reporting requirements.

Gunnison County will provide temporary office or building space as needed to facilitate Contractor in her performance of the Services. The County will also provide all necessary equipment and office supplies to perform the Services, including but not limited to computer software and support, County internet service, office supplies, and other related equipment and services necessary to perform the Services, in conformance with existing County policies and procedures regarding such equipment and expenses.

All Services shall be performed in a professional, timely and complete manner by Contractor and in accordance with all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor shall obtain and be solely responsible for all licenses necessary to provide the Services, unless otherwise specified by the County Sheriff in writing.

Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with other providers able to furnish the same or similar Services, as it deems

appropriate to do so.

No Services shall be performed except with the prior authorization of the County Sheriff.

II. TERM AND TERMINATION.

The term of this Agreement shall commence on JULY 15TH, 2025 and shall terminate on DECEMBER 31ST, 2025, unless sooner terminated as provided in this Agreement.

This Agreement may be terminated at any time by Gunnison County or the Gunnison County Sheriff at their respective sole discretion. Contractor shall take all steps necessary and appropriate to inform Gunnison County of the remaining Services needed in any matter in which Contractor has partially performed Services. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

III. COMPENSATION, BONUS AND EXPENSES.

In exchange for Contractor's performance of the Services, during the term of this Agreement, Gunnison County shall pay Contractor an hourly rate of forty dollars (\$40.00) an hour.

Contractor shall submit monthly billing statements to the Gunnison County Sheriff itemizing the hours incurred (in quarter hour or .25/hour increments) and a detailed description of the Services undertaken.

The Compensation is intended to be full and complete payment to Contractor for performance of the Services; no other compensation, payment or benefit of any kind shall be due or paid by Gunnison County to Contractor.

IV. DELEGATION AND ASSIGNMENT.

(a) This is a personal services contract with Contractor and, therefore, Contractor shall not delegate or assign Services under this Agreement.

(b) The terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

V. NOTICES.

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

Gunnison County: Adam Murdie
Gunnison County Sheriff
510 W. Bidwell Avenue
Gunnison, CO 81230

Contractor: Sonja Parmeter
is 192 Rocky River Lane
Gunnison CO, 81230

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

VI. STATUS OF CONTRACTOR.

Contractor acknowledges and agrees that Contractor is an **independent contractor and therefore is not entitled to: (i) unemployment insurance benefits; or (ii) workers compensation coverage; or (iii) any other benefit not specifically identified in this Agreement, from Gunnison County; or (iv) the provisions of the Gunnison County Personnel Handbook. Further, Contractor is obligated to pay federal and state income tax on any and all moneys paid it related to the Services.**

VII. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

VIII. MISCELLANEOUS.

(a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

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

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

(d) SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality

of this provision, the Contractor's obligations to provide insurance will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

X. GOVERNING LAW.

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

XI. COUNTERPARTS; FACSIMILE TRANSMISSION.

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above to be effective as of the date above written.

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

By: _____
Matthew Birnie
County Manager

ATTEST:

Deputy Clerk

CONTRACTOR:

CONTRACTOR:

By:  _____
Sonja Parmeter

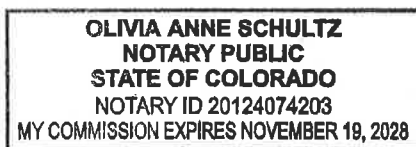
STATE OF Colorado)
)ss.
COUNTY OF Gunnison

The foregoing instrument was acknowledged before me this 3RD day of July, 2025, by Sonja Parmeter.

My commission expires: 11/19/28

SEAL

Olivia Anne Schulz
Notary Public



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Proposal; Colorado Commission for the Deaf,

Action Requested: Discussion

Parties to the Agreement: Colorado Commission for the Deaf, Hard of Hearing and Deafblind

Term Begins: 9/1/2025

Term Ends:

Grant Contract #:

Summary:

This grant will support the work of community resource navigation for children, adults and families who are deaf, hard of hearing, or deafblind

Fiscal Impact: \$28450

Submitted by: Elizabeth Holena

Submitter's Email Address: bholena@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by:

Discharge Date: 7/11/2025

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 7/3/25

Reveiwed by:

Discharge Date: 7/11/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by:

Discharge Date: 7/11/2025



Consent Agenda



Regular Agenda



Worksession

Time Allotted: 0

Agenda Date: 7/15/2025



Phone: (970) 641-3244 | Fax: (970) 641-3738
220 N. Spruce, Gunnison, CO 81230
Website: www.GunnisonCounty.org

E. Application Content

1. **Application Substance.** Please answer or address the following questions or issues:

1. *Organization information - provide the following information about the organization:*

- i. Name: Gunnison County Department of Health and Human Services
- ii. FEIN: 84-6000770
- iii. Email Address: Elizabeth.holena@state.co.us
- iv. Mailing Address: 220 North Spruce Street, Gunnison CO 81230
- v. Website Address: Gunnisoncounty.org
- vi. Phone Number: (970)641-3244
- vii. Organization Type: Local County Government

2. *Organization mission statement-please detail or describe how your organizations mission statement aligns with the grant program's priorities*

The mission of the Gunnison County Department of Health and Human Services (GCDHHS) is to provide culturally-competent advocacy, prevention, protection and support services to families of Gunnison and Hinsdale counties so they can prosper and thrive in a healthy and supportive community.

GCDHHS priorities and initiatives are to increase access to care through a variety of strategies including expanding health insurance, providing health navigation, integrating medical and behavioral health care and through community partnerships. Our programs focus on increasing access to care for populations that are most in need, reducing disparities in healthcare access and health outcomes. Providing enhanced and increased access to community members who are DHHDB aligns with GCDHHS to improve health and wellbeing of community members.

3. *Description of the organization, including its creation, history, and accomplishments*

Gunnison County Department of Health and Human Services (GCDHHS) is a unified department that has been providing human services, public health, senior services, public assistance and veterans services for over 45 years in the community. The department provides all services for Gunnison County and also provides human services and public health programs for Hinsdale County, two of the most remote isolate counties in the state.

GCDHHS has a long history of protecting and improving the health of the community through disease prevention, health promotion, environmental



Phone: (970) 641-3244 | Fax: (970) 641-3738
220 N. Spruce, Gunnison, CO 81230
Website: www.GunnisonCounty.org

safety, and by supporting the basic needs of individuals and families. Public health programming at GCDHHS includes Infections Disease Control, Chronic Disease prevention, Healthy lifestyle promotion, Health education, Immunization programs, Nurse Family Partnerships, as well as Family Planning. Our public health programs track chronic disease rates, childhood vaccines, rates of abuse/neglect and a variety of other individual and community health metrics to track trends and design public health responses. For example, in 2024 data was collected that showed 76% of children in the community have received all required immunizations. Since its inception, the clinic has enhanced access to services in the community to the most underserved.

In addition, our public health has continued to play crucial roles in preparing for and responding to disease outbreaks and other disaster responses, such as ensuring staff at GCDHHS is able to swiftly stand up emergency operations and responses. Our public health programming historically, and consistently, works to address health in equities and disparities in the community.

Human services programming at GCDHHS includes public benefits such as Supplemental Nutritional Assistance Program (SNAP), Medicaid, Old Age Pension (OAP), Aid to the Needy (AND), Low Income Energy Assistance Program (LEAP) and multiple other diverse programs. Human service programming has expanded to encompass areas such as community-based support for older adults, early childhood interventions and multicultural resources. Specifically, the Multi-Cultural Resources Office was created in in 2001 in order to address the needs of immigrants to the county and provide community resource navigation. Now called the Multicultural Resource Services Team, this team of bilingual and bicultural Health Navigators continue to work closely with the immigrant community and across organizations in order to increase culturally competent services and build capacity among immigrants. For example, last year this team helped over 130 immigrants access health insurance through Cover All Coloradans and has helped over 200 access health insurance through OmniSalud.

An additional accomplishment of GCDHHS is the creation of the Senior Resource Office, now called the Senior Resource Team. Programs are specific to meet the needs of older adults experiencing poverty, crisis, abuse or chronic complex medical needs and to support safe and independent aging. The Senior Resource Team over the past decade has developed and enhanced its program to increase access to rural isolated adults, hosting a team of community resource navigators that meet individuals and families in homes, medical settings or alternative sites.



Phone: (970) 641-3244 | Fax: (970) 641-3738
220 N. Spruce, Gunnison, CO 81230
Website: www.GunnisonCounty.org

Last year, the small team had over 4000 contacts collectively, connecting older adults with services to support aging safely at home and connection to the community.

Although there have been significant changes and developments over the past several decades driven by the community's needs and policy, our human service programs continue to address a wide range of issues such as poverty, child abuse, substance abuse, housing instability, homelessness and behavioral health needs.

On a broader level, GCDHHS has historically and continually created community partnerships to expand and strengthen community resources, increase access to care and build agency capacity. An example of this is creation of the Health Coalition of the Gunnison Valley. The Health Coalition of the Gunnison valley was created by GCDHHS with the intent to build and strengthen relationships among, nonprofits, government and faith-based organizations, Gunnison County Food Pantry, Gunnison County library District, Region 10, Local Law Enforcement Agencies and multiple other collaborators. This group provides space and time to share resources, problem solve and work together to address needs and gaps in the community.

As an integrated health and human services, our agency strives to provide access and assistance to those in greatest need regardless to race, gender, social class, geography, sexual orientation and age. The agency strives to break down systemic and structural barriers to services and address other root causes of health inequities. We consider whole person health and addressing social determinants as a guiding model to how we serve our community members. Our team of over 40 social workers, case managers, clinicians, health navigators, nurses, eligibility technicians and leadership continually bring and provide expertise as well as lived experience across the life spectrum.

4. *Description of organizational structure, including leadership and staffing and governance*

GCDHHS is governed by an Executive Director (ED) Joni Reynolds. The ED oversees the overall planning and management of the department's operation and leads the development of GCDHHS strategic plan, providing direction and goals for the organization. The ED also oversees the development and implementation of policies and procedures, as well as the planning and development of programs that align with the departments mission. The ED is



Phone: (970) 641-3244 | Fax: (970) 641-3738
220 N. Spruce, Gunnison, CO 81230
Website: www.GunnisonCounty.org

responsible for developing the departments vision, culture and strategic plan, as well as managing the day to day operations. Under the ED are a Deputy Director, managers, supervisors and leads, each who contribute to the vision, development and implementation of programs. In total, there are 47 employees at GCDHHS.

5. Documentation of appropriate legal organization status from IRS as a private nonprofit or not-for-profit agency, or corporation as required by federal or Colorado law if the entity is a non-governmental agency. This requirement does not apply to government organizations.
2. **Grant Proposal** - Please address the following questions or requirements in your submission. To facilitate an effective evaluation process, proposals should be submitted in a format that aligns with the structure outlined below. Proposals will be scored on a 100-point scale as outlined in section E Application Content, sub-section 2.e.i – v.
 1. *Title of proposal:*
Communication, Access and Navigation Support for Deaf, Hard of Hearing, and Deafblind
 2. *Point of Contact:*
Elizabeth Holena, Manager (Health and Wellness)
Elizabeth.holena@state.co.us 970.642.4665
 3. *Amount of funding requested:* \$28,450.00
 4. *Identify the type of grant funding priority that best fits the proposal:*
 - i. Support for existing services and programs
 - ii. Communication or environmental access services (for exceptional cases, as this funding is not intended to supplant organizations' ADA obligations), or
 5. *Please detail or describe in your proposal how you will address the following requirements of the project:*
 - i. Section 1: Description of proposal's goals, objectives and activities that funds are being requested for, including the target population to be served by the project. Include relevant data to assist with evaluation of the proposal. [30 points]

This program is intended to support existing community resource navigation as well as increase communication services for Deaf, Hard of Hearing, or



Phone: (970) 641-3244 | Fax: (970) 641-3738
220 N. Spruce, Gunnison, CO 81230
Website: www.GunnisonCounty.org

Deafblind individuals and their families. Funding will support the existing work of community health navigators who work with older adults, adults with disabilities and children with disabilities. Community Resource Navigators are supported through diverse programs and grants under the umbrella of the senior resource team. Senior Resource personnel have experience working with older adults and adults with disabilities in multiple capacities for a combined 30 years. The office has been serving the community since 2002 and is a trusted source for aging and disability related information, helping individuals to navigate complex systems of public and private insurances, public benefits, social security, housing, and other critical resources. As an integrated health and human Services, Community Resource Navigators have a broad scope of participation in the community engaging with the community's most vulnerable, including older adults, minority populations and families living in poverty. The existing programs interface with many older adults that have mild to severe loss of hearing or total hearing loss. It is estimated, based a sample population of contacts, that 1/3 of the older adults interacted with through GCDHHS experience some level of hearing loss. In addition, navigators work extensively with Health First Colorado members, providing connections to medical and behavioral services.

The program will not only improve and enhance existing programming, it will facilitate additional partnerships with Gunnison School District, GVH, and Six Points by providing communication assistance and educational support for Deaf, Hard of Hearing and Deafblind populations. The following are the programs goals, along with objectives and activies to reach these goals.

GOALS

Goal 1: Improve communication access

The program will provide the necessary tools and services to increase communication for DHHDB individuals and their support systems

Goal 2: Increase Awareness and education

The program will provide information and awareness around best practices for interacting with DHHDB populations providers and professionals.

Goal 3: DHHDB individuals have increased access to services

The program will enhance DHHDB individual's ability to access services and benefits such as SNAP, Medicaid, LEAP, and other critical resources.



Phone: (970) 641-3244 | Fax: (970) 641-3738
220 N. Spruce, Gunnison, CO 81230
Website: www.GunnisonCounty.org

OBJECTIVES:

Objective 1: Provide Accessible Communication Services

Facilitating access to Communication devices for various interactions, including meetings, appointments, and events.

Objective 2: Establish and Maintain Resource Networks

Create a comprehensive network of resources and services available to DHHDB individuals, including information on legal rights, education, employment, and community resources.

Objective 3. Increase access to services

Develop community resource navigation and community's understanding of the needs of DHHDB individuals.

ACTIVITIES:

Activity 1: Offer Deaf Sensitivity Training

Facilitate presentations for the community, businesses, and service providers to raise awareness of Deaf Culture, communication strategies and the importance of accessible services.

Activity 2: Develop and Distribute Information Resources

Create accessible websites, brochures, and online resources that provide information about available services, assistive technologies, and legal rights.

Activity 3: Provide Community Resource Navigation

Assist individuals who are deaf, hard of hearing with benefit enrollment and system navigation. Navigators will complete an individualized needs assessment, provide information, assist with benefit enrollment and complete referrals to community resources and supports.

Activity 4: Distribute Accessible Communication Services

Connect individuals with communication devices such as hearing aids or other personal sound amplifiers. Facilitate grant request with Friends of Man and



Phone: (970) 641-3244 | Fax: (970) 641-3738
220 N. Spruce, Gunnison, CO 81230
Website: www.GunnisonCounty.org

AV Hunter. Coordinate with Medicare and Medicaid to optimize and personalize benefits for devices. Provide other personal sound amplifiers to individuals unable to access hearing aids. Provide other personal sound amplifiers to family members, professionals or others working with DHHDB individuals.

Activity 5: Collaborating with Organizations:

Partnering with other organizations and agencies that provide services to the DHH community to ensure comprehensive support and avoid duplication of efforts

Target population:

The target population of the program are children, adults and older adults living with hearing loss or deafness. The target population will be identified through collaborative partnerships with Gunnison Valley Health System, Gunnison School District and Health First Colorado. Although it is difficult to have a precise count of DHHDB individuals in Gunnison, the available data below presents Gunnison and Hinsdale County as aligning with trends in hearing deficiencies nationwide. In identifying the target population, we identified several sources.

- From a 2014 CDC report, there is evidence to suggest that people in rural areas experience higher rates of hearing loss compared to their urban counterparts. This may be due to a combination of factors including occupations, noise exposure, recreational activities and limited access to hearing health care services. Gunnison and Hinsdale County are rural isolated mountainous town where many individuals engage in the use of firearms for hunting and for recreation. In addition, there can be limited access to care due to the geographic isolation of the mountains. One example of limited access to care is the lack of a current audiologist in Gunnison County. Currently, there is not expected to be an audiologist in Gunnison until August 2025. At the same time, travelling outside the mountainous terrain to visit a doctor is difficult due to cost, weather and travel for many.
- According to the Colorado Department of Education, over 130 children and youth in Colorado have been identified as having both vision and hearing loss and are eligible for services for child and youth with combined vision and hearing loss.



Phone: (970) 641-3244 | Fax: (970) 641-3738
220 N. Spruce, Gunnison, CO 81230
Website: www.GunnisonCounty.org

- According to the American Academy of Audiology, one in three people older than 60 have hearing loss, and this increases to one in two for those older than 85.
- According to Centers for Disease Control and prevention, 12.3% of adults aged 18 years and older experience hearing loss.
- *More than 755,569 Coloradans are deaf or hard of hearing and approximately 1,200 Coloradans are deafblind according to Colorado Commission for the Deaf, Hard of Hearing, and Deafblind.*
- *Gunnison School District reported that 11 students with hearing impairments, two who use hearing aids.*
- *Six Point reports that 2 clients of the organization use hearing aids.*
- Using Colorado Community Inclusion Data¹, Helen Keller National Center, and 2010 and 2014 US Census estimates, the estimate the number of Deaf-Blind people in Colorado at approximately 5,000, rising to more probable 21,000 people when including adults who have lost their vision and hearing due to aging.

While a precise count of deaf, hard of hearing, and deafblind individuals in Gunnison is unavailable, the available data suggests that Gunnison County trends with similar national data, and approximately 1/3 of older adults age 60 served by the Senior Resource Team are hard of hearing. This translates to over 1200 contacts each year with hard of hearing individuals and their families.

ii. Section 2: Description of the community needs that the proposal addresses

The needs of the DHHDB community members were identified in collaboration with Gunnison School District, Gunnison Valley Health and the Community Center Board (Six Point) as well as an internal assessment of GCDHHS. DHHDB individuals in rural areas face unique challenges stemming from limited access to resources and services. These challenges include barriers in communication, education, employment, community interaction and are exacerbated by geographical isolation and lack of local specialists. Needs identified include increasing access to information in accessible ways, assistive technologies, increased training for professionals and enhanced community resource navigation.

iii. Section 3: Description of the proposal's timelines



Phone: (970) 641-3244 | Fax: (970) 641-3738
220 N. Spruce, Gunnison, CO 81230
Website: www.GunnisonCounty.org

The timeline for the grant will be a critical component of the program. The timeline has distinct phases, beginning with planning and continuing with implementation and evaluation. The planning period of the grant will be 9/1/25-9/30/25, during this time, a community resource navigation position will be created and filled. The filled position of community resource navigator will begin to develop a resource base as well as community resource navigation beginning on 10/1/2025. In addition, by 10/1 The community resource navigator will begin to respond to and initiate contact with DHHDB community members, providing information, assistance and referrals to programs such as SNAP and Medicaid. On the same start date of 10/1, the navigator will initiate communication with community, business and services providers in an effort to raise awareness around DHHDB culture and needs. The navigator will travel to homes, the hospital, school or other setting to reduce barriers to services and support successful connections to services through the grant cycle. The navigator will be directly supervised by the grant manager. The community collaborations of the Health Coalition of the Gunnison Valley will facilitate monthly meeting with professionals, providers, stakeholders and community agencies to expand awareness of DHHDB needs and resources throughout the duration of the grant cycle.

iv. Section 4: Description of measurable outcomes to be met. [20 points]

The goals, objectives and activities for this grant are specific, measurable, relevant and timely. The overarching goals of the program are to improve communication access, increase information available and improve and enhance individual's ability to access resources. Multiple objectives and activities will support meeting these goals. After hiring a community resource navigator, the navigator will begin a robust campaign across the community to expand awareness of DHHDB culture and available resources. The navigator will complete 15 such outreach across the community during the grant cycle. The navigator will also provide information, assistance and referrals to 300 older adults and adults and children with disabilities, increasing access to information, education and supportive programming during the grant cycle. Assistance includes enrolling in public benefits, navigating complex healthcare systems and connecting with other critical resources. Additional measurable outcomes include the completion of 12 Health coalition meetings during the grant cycle as a means to increase community understanding and support of the DHHDB population. The



Phone: (970) 641-3244 | Fax: (970) 641-3738
220 N. Spruce, Gunnison, CO 81230
Website: www.GunnisonCounty.org

program will distribute assistive devices throughout the duration of the grant.

MAJOR TASK OR ACTIVITY	TASK/ACTIVITY/START/ COMPLETION DATES	RESPONSIBLE INDIVIDUAL	DELIVERABLE
Planning/hiring	Start Date: 9/1/2025 Completion Date 10/1/2025	Grant Manager	Individuals and families have increased and enhanced access to information, assistance and referrals
Begin developing and distributing information resources, creating accessible websites, brochures and online resources. Begin connecting the community, business and services providers resources to raise awareness of DHHDB culture and the importance of accessible services. 15 Outreach Activities will be completed with	Start Date: 10/1/2025 Completion Date: 6/31/2026	Community Resource Navigator	Individuals, families and agencies will have increased access to information and education supporting the DHHDB population



Phone: (970) 641-3244 | Fax: (970) 641-3738
 220 N. Spruce, Gunnison, CO 81230
 Website: www.GunnisonCounty.org

professionals and providers.			
Create a data tracking system	Start Date: 9/1/2025 End Date: 6/30/2026	Community Resource Navigator	Project will be evaluated for success
Community Resource Navigation (information, assistance and referrals)	Start Date: 10/1/2025 End Date: 6/30/2026	Community Resource Navigator	Individuals will have increased and enhanced access to benefit and services
Host community collaborations	Start Date: 9/1/2025 End Date: 6/30/2026	Health Coalition Coordinator	Increased and closer relationships among advocacy groups, providers, stakeholders and community agencies and organizations

- v. Section 5: Description of budget. Proposals must complete and return the budget form (Exhibit A). [20 points] Proposals that do not include the budget form will not be considered for award.
 - a. The budget will be evaluated and scored on overall cost, how clearly the costs are tied to activities and outcomes, and how effectively the budget



Phone: (970) 641-3244 | Fax: (970) 641-3738
220 N. Spruce, Gunnison, CO 81230
Website: www.GunnisonCounty.org

narrative describes these items. Indirect costs may not exceed 20 percent of the total budget.

Budget and narrative are attached.

3. **Additional Grant Proposal Requirements** – Please provide the following requirements, **proposals that do not include the following will not be considered for award:**
 1. Letters of support - proposals must include letters of support from three entities (e.g., a local government agency, state agency, state-operated program, or private nonprofit or not-for-profit organization outside of the applicant organization).
 2. Organization fiscal records - the proposal must include a certified copy of the organization's latest fiscal audit/financial review. If the entity is newly created, the application must include a plan to manage the grant.
 3. Equal Employment Opportunity (EEO) statement - proposals must include a copy of the organization's EEO statement when applicable

Grant Program

20 points

APPLICANT: Gunnison County Department of Health and Human Services

PROJECT: Communication, Access and Navigation Support for Deaf, Hard of Hearing, and Deafblind

GRANT FUNDS REQUESTED: \$28,450.00

FOR THE PERIOD OF: September 1, 2024 - June 30, 2025

Budget ~ Service Components	Total Funds Required	Source of Funds	
		Applicant and Others	Grant Funds Requested
PERSONNEL EXPENSES:			\$ -
Community Resource Specialist	\$ 24,725		24,725
Health Coalition Coordinator	\$ 4,128	4,128	0
Grant Manager/supervisor	\$ 10,224	10,224	0
			0
			0
			0
Sub-total Personnel Expenses	39,007	14,352	0
Fringe Benefit Rate: %	29	29	0
Total Personnel Expenses	39,007	14,381	0
CONTRACTUAL SERVICES:			
			0
			0
			0
			0
			0
Total Contractual Services	0	0	0
OPERATING EXPENSES:			
Printing	500		500
			0
			0
			0
			0
Total Operating Expenses	500	0	500
TRAVEL:			
Gas	400	400	0
			0
			0
			0
Total Travel Expenses	400	400	0

EQUIPMENT:			
Computer/phone	1,500	1,500	0
pocket talkers x 15	3,225		3,225
			0
			0
Total Equipment Expenses	4,725	1,500	3,225
SUB TOTAL of all EXPENSES	44,632	16,252	28,450
INDIRECT:			
Indirect rate: 20%			0
Total of Indirect Expenses	0	0	0
TOTAL PROJECT COSTS	44,702	16,252	28,450
Percent of in-kind match to total program cost	25%		
Please identify other sources of funds for this project, including in-kind funding sources:Other sources of funding for this project in funding from county support as well as a mix of diverse local and state grants			
***TOTAL AGENCY BUDGET (excluding this project):			\$8,500,000

NARRATIVE: The budget supports the cost of a benefited position at 10 hrs/week based on Gunnison County's grade/step scale. Positions at GCDHHS have been evaluated in the recent several years to align wages and salaries with comparable costs across the state and country. Gas was calculated using the current State Reimbursement Rate of \$.70/mile, supporting approximately 500 miles in travel. The estimate for travel is high due to the remote location of some areas of Gunnison County. Marble, for example, is 129 miles one way from the city of Gunnison. Marble is located in most remote areas of the county. Computer and IT costs are provided by our IT Department and are based and budgeted on current rates and previous expenses. PocketTalkers cost were calculated by comparing several different companies and rates.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: State of Colorado Intergovernmental Agreement; Dep

Action Requested: County Manager Signature

Parties to the Agreement: Health Care Policy & Finance (HCPF)

Term Begins: 7/1/2025

Term Ends:

Grant Contract #: 26-198111

Summary:

Contract with HCPF for funding support for eligibility for public assistance program staffing for Gunnison County. A separate contract will be submitted for Hinsdale County.

Fiscal Impact: \$18,550.38

Submitted by: Joni Reynolds

Submitter's Email Address: jreynolds@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 7/8/2025

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 7/3/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/3/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/10/2025



Consent Agenda



Regular Agenda



Worksession

Time Allotted: 0

Agenda Date: 7/15/2025

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
COVER PAGE

State Agency Department of Health Care Policy and Financing	Contract Maximum Amount Initial Term
Contractor Gunnison County	State Fiscal Year 2026: \$18,550.38
Contract Number 26-198111	Extension Term
Contract Performance Beginning Date The later of the Effective Date or July 1, 2025	State Fiscal Year 2027: \$0.00
	State Fiscal Year 2028: \$0.00
	State Fiscal Year 2029: \$0.00
	State Fiscal Year 2030: \$0.00
Initial Contract Expiration Date June 30, 2026	Total for All State Fiscal Years: \$18,550.38

Contract Authority
Authority to enter into this Contract exists in C.R.S. §25.5-1-101, et. seq. and 10 CCR 2505-5 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:

- | | |
|--|---|
| 1. Exhibit A – Statement of Work | 5. Exhibit E – Small, Medium, and Large County List |
| 2. Exhibit B – Rates | 6. Exhibit F – Sample Option Letter |
| 3. Exhibit C – Terminology | |
| 4. Exhibit D – Review Sample Size Exemption Process Flow | |

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:

- | | |
|---|--|
| 1. Colorado Special Provisions in §17 of the main body of this Contract | 5. Exhibit D – Review Sample Size Exemption Process Flow |
| 2. The provisions of the other sections of the main body of this Contract | 6. Exhibit E – Small, Medium, and Large County List |
| 3. Exhibit A – Statement of Work | 7. Exhibit C – Terminology |
| 4. Exhibit B – Rates | 8. Exhibit F – Sample Option Letter |

Principal Representatives
For the State:
Arturo Serrano
Health Care Policy and Financing
303 17th Ave, 11th Floor
Denver, CO 801203

For Contractor:
Gunnison County
Board of County Commissioners
Joni Reynolds, Health & Human Services
220 N Spruce St
Gunnison, CO 81230-3029
jreynolds@gunnisoncounty.org

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR

Gunnison County
Board of County Commissioners

STATE OF COLORADO

Jared S. Polis, Governor
Department of Health Care Policy and Financing
Kim Bimestefer, Executive Director

Date: _____

Date: _____

2nd State or Contractor Signature if Needed

LEGAL REVIEW

Philip J. Weiser, Attorney General

N/A

By: Assistant Attorney General

Date: _____

Date: _____

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD
Department of Health Care Policy and Financing
Jerrod Cotosman, Controller

Effective Date: _____

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

TABLE OF CONTENTS

TABLE OF CONTENTS 1

1. PARTIES 2

2. TERM AND EFFECTIVE DATE 2

3. DEFINITIONS 3

4. STATEMENT OF WORK 5

5. PAYMENTS TO CONTRACTOR 5

6. REPORTING - NOTIFICATION 7

7. CONTRACTOR RECORDS.....7

8. CONFIDENTIAL INFORMATION-STATE RECORDS.....8

9. CONFLICTS OF INTEREST.....9

10. INSURANCE 10

11. BREACH OF CONTRACT 11

12. REMEDIES 11

13. DISPUTE RESOLUTION.....13

14. NOTICES AND REPRESENTATIVES 13

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION.....14

16. GENERAL PROVISIONS 14

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).....17

EXHIBIT A, STATEMENT OF WORK 1

EXHIBIT B, RATES 1

EXHIBIT C, TERMINOLOGY 1

EXHIBIT D, REVIEW SAMPLE SIZE EXEMPTION PROCERSS FLOW 1

EXHIBIT E, SMALL, MEDIUM, AND LARGE COUNTY LIST.....1

EXHIBIT F, SAMPLE OPTION LETTER.....1

1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (“Contractor”) and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State,” the “Department,” or “HCPF”). 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. 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.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach 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, C.R.S. 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. **"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.

- H. **“End of Term Extension”** means the time period defined in **§2.D.**
- 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. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- L. **“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.
- M. **“Initial Term”** means the time period defined in **§2.B.**
- N. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- O. **“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.
- P. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- 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, 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 the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- T. **“State Fiscal Year (SFY)”** 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, including the terminology in Exhibit C.

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.

The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this contract. Delivery of Goods and performance of Services shall continue at the same rates and terms as described 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.

B. **Payment Procedures**

i. **Invoices and Payment**

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

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

6. REPORTING - NOTIFICATION

A. Written Reports.

In addition to any reports required pursuant to this Contract or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, upon request of the State, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the State's request or at such time as otherwise specified by the State.

B. Litigation Reporting

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

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

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

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return

State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

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

E. Data Protection and Handling

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

F. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor's 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.

D. Acknowledgment

Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. 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

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. 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.

C. 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.

D. 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.

E. 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.

F. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall

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

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

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

Work Product that was in the process of completion to the State at the State's request.

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State **(i)** secure that right to use such Work for the State and Contractor; **(ii)** replace the Work with 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 **§Error! Reference source not found.** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

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

14. NOTICES AND REPRESENTATIVES

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

this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

B. Exclusive Property of the State

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

C. Exclusive Property of Contractor

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

16. 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 providing notice to the State. The State may reject any such subcontract,

and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in **§16.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. External Terms and Conditions

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

L. 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.

M. Survival of Certain Contract Terms

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

N. Taxes

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

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. Accessibility

- i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

EXHIBIT A, STATEMENT OF WORK

1. PROJECT SPECIFIC TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding project specific acronyms, abbreviations, and terminology used throughout this document. See Exhibit C, Terminology for additional definitions.
 - 1.1.1. Applicant – An individual for whom Contractor is performing a Medical Assistance Eligibility Determination.
 - 1.1.2. Average Speed to Answer (ASA) – A key Call Center metric measuring the average amount of time it takes to answer a phone call from a customer, from the point of call connection to being connected to a live agent, including the time waiting in queue. ASA does not include calls that can be answered through automated means and does not require a live agent.
 - 1.1.3. Business Day – Any day in which the State is open and conducting business, but shall not include Saturday, Sunday, or any day which the State of Colorado observes one of the holidays listed in C.R.S. §24-11-101(1).
 - 1.1.4. Call Center – A Call Center is defined as having one dedicated line for contacting Contractor; when Members and individuals call in, they are automatically assigned to the next available Contractor agent. This dedicated line should also have technology in place to provide data, at a minimum, on the number of calls received, the average wait-time and the number of abandoned calls. Call Centers can be as small as one Contractor staff and as large as 100 or more Contractor staff answering calls.
 - 1.1.5. Compliance Measures – Performance measures tied to contracts to ensure Colorado does not fall below expected federal or state performance standards.
 - 1.1.6. COGNOS/Decision Support System 01 (DSS01) – The Department’s data reporting systems that use information from the Colorado Benefits Management System (CBMS).
 - 1.1.7. Colorado Benefits Management System (CBMS) – The State’s eligibility determination system.
 - 1.1.8. 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 collect and analyze data related to those payments.
 - 1.1.9. Corrective Action Plan (CAP) – A formal plan submitted by Contractor and in collaboration with the Department who will provide technical assistance to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.
 - 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 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 – A 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 Contract.

- 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. Eligibility Quality Assurance (EQA) Program – EQA conducts monthly case reviews to monitor the accuracy and timeliness of eligibility determinations for Medical Assistance made by Contractor, with cases pulled monthly for quality review. Results of the EQA reviews are displayed on the MAP Accuracy Dashboard.
- 1.1.16. Exception – A contract action the Department will take action on its own, without needing any input or steps from Contractor, that will assist Contractor in meeting and/or exceeding performance targets and deliverables.
- 1.1.17. Exemption – A contract action the Department takes upon receiving a formal request from Contractor to grant an exemption, and that request is backed up by data or other documentation that is submitted by Contractor to the Department.
- 1.1.18. 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 (<https://hcpf.colorado.gov/memo-series>).
- 1.1.19. 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.
- 1.1.20. Improvement Action Plan (IAP) – An informal plan submitted by Contractor to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.
- 1.1.21. Key Performance Indicator – KPI, a specific, measurable and quantifiable measure of performance metrics used to track progress over time toward a specific objective or goal. Call Center KPIs definitions and terminology were shared with Tier 1 counties in FY 2023-24 and will be issued as an attachment in the HCPF Memo Series.
- 1.1.22. 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 of any age with a chronic or disabling condition.
- 1.1.23. Management Decision Letter (MDL) – A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.
- 1.1.24. MCC – Health First Colorado Member Contact Center.
- 1.1.25. Medical Assistance Performance (MAP) Dashboards – A graphic representation of essential information regarding performance measures, targets and Contractor’s actual performance. The MAP Dashboards highlight each county’s performance and quality.

- 1.1.26. Performance Measure – A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.
- 1.1.27. Performance Coaching Workbook – A tool provided by the Department to support Eligibility Sites with understanding of the key performance indicators for Colorado Human Service Offices and MA/EAP Sites.
- 1.1.28. 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.
- 1.1.29. PuMP – A Performance Measurement Process developed by Stacey Barr.
- 1.1.30. Reporting Period – The period of time for each performance standard used to measure whether Contractor is meeting the requirements of each specific Performance Incentive Standard, including performance targets and/or deliverables.
 - 1.1.30.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
 - 1.1.30.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.31. Redetermination – A Determination as defined under 10 C.C.R. 2505-10 8.100.3.P.
- 1.1.32. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year.
- 1.1.33. Status Report – A communication to Contractor that details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.34. Tableau – An interactive data visualization software focused on business intelligence; provides a graphic representation of essential information regarding performance measures, targets and Contractor’s actual performance.
- 1.1.35. Target – A specific goal or standard that the Department aims to achieve. It represents the desired level of performance or outcome that is used to evaluate success. Degree of performance we are continuously striving to achieve (i.e., 95% Timeliness).
- 1.1.36. Timely Determination – Any initial Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.
- 1.1.37. Timely Disenrollment – Processing a change in a Member’s circumstance resulting in disenrollment within 15 Calendar Days.
- 1.1.38. Timely Renewal – A renewal is considered timely if it is completed by the last day of the due month when the packet is received before the 15th. If the packet is received on or after the 15th, you’ll have 30 Calendar Days from the packet received date to complete the renewal to keep it timely. Also, any renewals received during the 90-day reconsideration period will have 30 Calendar Days from the date the packet is received to be completed.
- 1.1.39. Untimely Determination – Any initial Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.
- 1.1.40. Untimely Renewal – If the renewal packet is received before the 15th of the due month, you have until the end of that month to complete it, if not completed is considered untimely. If the packet is received on or after the 15th, you’ll get 30 Calendar Days from the packet

received date. If the renewal isn't completed within those 30 Calendar Days, it will be marked as late. Additionally, if a renewal is received during the 90-day reconsideration period, you will have 30 Calendar Days from when the packet is received to complete it. Any renewal completed after that 30-day period will also be considered late.

- 1.1.41. Voice of the Customer – Voice of the Customer (VoC) is a series of different methods that is used to collect customer feedback. A VoC program can help Contractor capture how customers feel about the experience of accessing services at Contractor and can produce insights that can help Contractor create a stronger customer experience.

2. COUNTY DETERMINATIONS

- 2.1. Contractor shall perform all Medicaid eligibility-related work within Contractor's County, required under C.R.S. §25.5-1-101 et seq. The Department and Contractor share the costs of this work performed by 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 Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within Contractor's County, the Department will utilize the COGNOS/DSS01 and MAP Dashboard systems to pull data tracking and reports that track Contractor's compliance with certain Performance Incentive Standards. This data will be visualized on each county's MAP Dashboards.
- 3.1.2. To determine whether Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within Contractor's County, the Department may utilize data from the Colorado interChange system.
- 3.1.3. The list of systems in Sections 3.1.1. and 3.1.2. 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 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 published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.
- 3.1.5. Contractor shall utilize policy, operational, and informational guidance provided in this Statement of Work, the County Incentives Program Guide, 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 Contractor's compliance with any or all the Performance Incentives Standards.
- 3.1.6. To determine whether Contractor met any or all the Call Center Performance Standards, the Department will review county Call Center systems data for tracking and reports that track Contractor's compliance with Customer Service Performance Incentive Standard.

3.2. Communications Utilized to Determine Compliance

- 3.2.1. Contractor shall utilize and comply with guidance issued through the HCPF Memo Series and shall fulfill the requirements in the Statement of Work, thereby enabling Contractor to earn a Performance Incentive Payment.

- 3.2.2. Contractor shall utilize the HCPF Memo Series to find any forms, templates, program contacts, or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Contract.
- 3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to Contractor through the HCPF Memo Series.
- 3.2.4. The Department reserves the right to request written documentation from Contractor including, but not limited to, the following:
 - 3.2.4.1. Any and all documentation generated by various software and/or systems.
 - 3.2.4.2. Written policies and procedures.
 - 3.2.4.3. Standard operating procedures.
 - 3.2.4.4. Internal directives and/or communications to staff related to processing or performance guidelines
 - 3.2.4.5. If the Department requests any documentation outlined in Section 3.2.4, Contractor shall respond within five Business Days commencing the day following the issuance date of the request. If, for reasons outside of Contractor's control, Contractor is unable to respond within the five Business Days, Contractor will notify the Department immediately and request an extension. The request for an extension must be received by the Department within the five-calendar day timeframe as outlined above. Contractor must provide a reason for the extension. If the request for the delay is not received within the five-calendar day timeline, the request will be denied.
 - 3.2.4.6. The Department reserves the right to extend the deadline or to deny the request for an extension.

4. MEDICAID COUNTY PERFORMANCE STANDARDS PROGRAM

- 4.1. In State Fiscal Year (SFY) 2025–2026, the Medicaid County Performance Standards Program shall be divided into three incentive categories: the Performance Compliance Performance Incentive Standard, the Customer Service Performance Incentive Standard, and the County Collaboration Incentive Standard.
- 4.2. Each of these standards is assigned a specific percentage, which collectively represent 100% of the total Eligible Earnings available to each Contractor under the Program.
- 4.3. The following sections provide a detailed breakdown of the percentage weight assigned to each standard, as well as the associated performance targets and deliverables required to achieve the corresponding portion of the Eligible Earnings:
 - 4.3.1. **Performance Compliance Performance Incentives Standard**
 - 4.3.1.1. Contractor has the ability to earn Performance Compliance Performance Incentive Standard Payments to reimburse a portion of cost sharing as described in Section 2, County Determinations, by meeting targets, and/or deliverables as outlined in each Performance Compliance Performance Incentive Standard.
 - 4.3.1.2. Performance Compliance Performance Incentive Standard
 - 4.3.1.2.1. Contractor shall be eligible to earn the Performance Compliance Performance Incentive Payment upon meeting the Performance Compliance and Accuracy targets at the conclusion of the First and Second Reporting Periods.

- 4.3.1.2.2. Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period when Contractor meets at least four out of six following Targets:
 - 4.3.1.2.2.1. Application Timeliness of Determinations: 45 Calendar Days
 - 4.3.1.2.2.2. Application Timeliness of Determinations: 90 Calendar Days
 - 4.3.1.2.2.3. Pending Exceeding Processing Guidelines (EPG): 45 Determinations
 - 4.3.1.2.2.4. Pending Exceeding Processing Guidelines (EPG): 90 Determinations
 - 4.3.1.2.2.5. Renewal Timeliness: NON-LTSS (Non-Long-Term Service and Support)
 - 4.3.1.2.2.6. Pending Exceeding Processing Guidelines (EPG): Renewals NON-LTSS
- 4.3.1.2.3. Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period 2 when Contractor meets six out of the eight of the following Targets:
 - 4.3.1.2.3.1. Application Timeliness of Determinations: 45 Calendar Days
 - 4.3.1.2.3.2. Application Timeliness of Determinations: 90 Calendar Days
 - 4.3.1.2.3.3. Pending Exceeding Processing Guidelines (EPG): 45 Determinations
 - 4.3.1.2.3.4. Pending Exceeding Processing Guidelines (EPG): 90 Determinations
 - 4.3.1.2.3.5. Renewal Timeliness: NON-LTSS
 - 4.3.1.2.3.6. Pending Exceeding Processing Guidelines (EPG): Renewals NON-LTSS
 - 4.3.1.2.3.7. Incorrect Eligibility Determination Rate
 - 4.3.1.2.3.8. Errors That Did Not Impact Eligibility Rate
- 4.3.1.3. Department Monitoring of MAP Dashboards
 - 4.3.1.3.1. The Department updates the MAP Dashboards monthly, which are accessible to Contractor through the MAP Dashboard Tableau site, MAP Tableau.
 - 4.3.1.3.2. If the Department determines that Contractor has not met specific performance targets, a Management Decision Letter (MDL) will be issued. The MDL will require Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP) that will be monitored by the Department to ensure Contractor's performance is improved.
 - 4.3.1.3.3. Contractor shall refer to HCPF OM 21-078 for guidance on MDLs, IAPs and CAPs, or whichever later Operational Memo supersedes HCPF OM 21-078.
- 4.3.1.4. Contractor Monitoring of MAP Dashboards
 - 4.3.1.4.1. Contractor shall monitor the monthly published MAP Dashboards to ensure targets are met. The Department will utilize the MAP Applications Dashboard to determine compliance with timeliness targets.
 - 4.3.1.4.2. The MAP Applications Dashboard data will be updated on the 3rd of each month and after the end of the First and Second Reporting Periods to determine Contractor's performance over the entire six-month Reporting Period.
 - 4.3.1.4.3. Contractor shall designate Contractor staff to be MAP Dashboard performance owners. Performance owners will have access to the MAP Dashboards and follow the Standard Operating Procedure (SOP) or HCPF Memo Series guidance. Contractor

shall use the MAP Dashboard to ensure performance targets are met and to take the necessary action(s) to mitigate ongoing errors when necessary.

- 4.3.1.4.4. Contractor shall review and investigate the root causes for not achieving the performance target(s) and, if issued an MDL, shall submit the requested IAP or CAP by the required due date listed on the MDL.
- 4.3.1.5. Determining Compliance with Performance Compliance Performance Incentives Standard
 - 4.3.1.5.1. Timeliness of Determinations
 - 4.3.1.5.1.1. Application Timeliness of Determinations, 45 Calendar Days
 - 4.3.1.5.1.1.1. Contractor shall complete at least 95% of Application Timeliness of Determinations 45 Calendar Days, as Timely Determinations.
 - 4.3.1.5.1.1.2. The Department will total all Timely Determinations Contractor completed within the First and Second Reporting Periods and divide that by the total number of Determinations Contractor completed during each Reporting Period to determine the timeliness percent for status reports one and two. The Department will round these calculated percentages to two decimal places.
 - 4.3.1.5.1.2. Application Timeliness of Determinations, 90 Calendar Days
 - 4.3.1.5.1.2.1. Contractor shall complete at least 95% of all Application Timeliness of Determinations 90 Calendar Days as Timely Determinations.
 - 4.3.1.5.1.2.2. The Department will total all Timely Determinations for Application Timeliness of Determinations 90 Calendar Days, Contractor completed within the First and Second Reporting Periods and divide that by the total number of Application Timeliness of Determinations, 90 Calendar Days completed during each Reporting Period to determine timeliness percent for status reports one and two. The Department will round these calculated percentages to two decimal places.
 - 4.3.1.5.2. Timeliness of Renewals
 - 4.3.1.5.2.1. Contractor shall complete at least 95% of Renewals Non-LTSS as Timely Renewals as defined in Section 1.1.38.
 - 4.3.1.5.2.2. The Department will total all Timely Non-LTSS Renewals Contractor completed within the First and Second Reporting Periods and divide that by the total number of Determinations Contractor completed during each Reporting Period to determine the timeliness percent for status report one and two. The Department will round these calculated percentages to two decimal places.
 - 4.3.1.5.2.3. The Department will utilize the MAP Renewals Dashboards to determine compliance with timeliness targets.
 - 4.3.1.5.2.4. The MAP Renewals Dashboards data will be pulled on the 3rd of each month and after the First and Second Reporting Periods to determine Contractor's performance over the entire six-month Reporting Period.
 - 4.3.1.5.3. Pending Exceeding Processing Guidelines (EPG) Determinations and Renewals
 - 4.3.1.5.3.1. Contractor's pending EPG Determinations and EPG Renewal average will be calculated by taking the total number of Pending EPG Determinations and EPG

Renewals for the First and Second Reporting Periods and dividing that total by the number of months in the Reporting Period. Renewal EPG targets will be applicable for the Second Reporting Period. Contractor must be at or below the targets specified below:

4.3.1.5.3.1.1. Contractor Targets Pending EPG Table

County Size	App EPG 45 Target
Large	≤ 25
Medium	≤ 5
Small	≤ 3

County Size	App EPG 90 Target
Large	≤ 10
Medium	≤ 3
Small	≤ 1

County Size	Renewal EPG Non-LTSS Target
Large	≤ 130
Medium	≤ 20
Small	≤ 3

4.3.1.5.3.1.2. To determine the Pending EPG Determinations and EPG Renewal average, the Department will total the Pending EPG Determinations and EPG Renewals for the First and Second Reporting Periods and divide by the number of months in the Reporting Period.

4.3.1.5.3.1.3. The MAP Dashboard will be used to determine Contractor's amount of Pending EPG 45, EPG 90, and EPG Renewal Non-LTSS for the First Reporting Period. The MAP Dashboard will be used to determine Contractor's amount of Pending EPG 45, EPG 90, and EPG Renewal Non-LTSS for the Second Reporting Period.

4.3.1.5.3.1.4. The Department will round the Pending EPG 45, EPG 90, and EPG Renewal Non-LTSS averages to the nearest whole number.

4.3.1.5.4. Small County and Sample Size Exceptions

4.3.1.5.4.1. If Contractor processes a total of 100 or fewer 45-Day Determinations, Contractor shall be deemed to have met the timeliness percentage target so long as they had 10 or fewer Untimely Determinations during that Reporting Period.

4.3.1.5.4.2. If Contractor processes a total of 10 or fewer 90 -Day Determinations, per Reporting Period, Contractor shall be deemed to have met the 90 -Day Determinations percentage target so long as they had four or fewer Untimely Determinations during that Reporting Period.

4.3.1.5.4.3. There are no Small County or Sample Size Exceptions for either Pending EPG 45, Pending EPG 90, and EPG Renewal Non-LTSS measures.

4.3.1.5.5. Accuracy Compliance and Targets

4.3.1.5.5.1. Accuracy targets are set based on the county size of Contractor. There are two tiers.

4.3.1.5.5.2. Tier 1 target percentage: Contractors with 20 or more cumulative quality assurance case reviews conducted over a 12-month period. This is the target reported on the MAP Accuracy Dashboard.

4.3.1.5.5.3. Tier 2 target percentage: Contractors with fewer than 20 cumulative quality assurance case reviews conducted over a 12-month period. This is not reported on the MAP Accuracy Dashboard and used for County Incentives purposes only.

4.3.1.5.5.4. Based on EQA sampling, large Contractors will exceed 20 cumulative quality assurance reviews over the 12-month period, resulting in no Tier 2 target for large counties.

4.3.1.5.5.5. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.

4.3.1.5.5.5.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals who were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample percent, monthly (includes applications, redeterminations, and case changes).

4.3.1.5.5.5.2. Target Percentages for Incorrect Eligibility Determination Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	5.5%	N/A
Medium	6.6%	13.2%
Small	7.3%	14.6%

4.3.1.5.5.6. The Errors That Did Not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility (procedural errors).

4.3.1.5.5.6.1. The Errors That Did Not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, changes, redeterminations).

4.3.1.5.5.6.2. Target Percentages for the Errors That Did Not Impact Eligibility Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	17.9%	NA
Medium	20.9%	23.2%
Small	23.2%	27.2%

4.3.1.5.6. HCPF Eligibility Quality Assurance (EQA) Program and Medical Assistance Performance (MAP) Accuracy Dashboard.

- 4.3.1.5.6.1. Contractor shall comply with the HCPF Eligibility Quality Assurance Program, per 10 CCR 2505-5 1.020.10.2 and HCPF Operational Memo (OM) 21-057, or whichever later Operational Memo supersedes OM 21-057, which specifies Contractor's role in the state quality assurance (QA) case review process.
- 4.3.1.5.6.1.1.1. The EQA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by Contractor, and EQA case reviews occur monthly.
- 4.3.1.5.6.1.1.2. Contractor must respond to documentation requests and error findings within 10 Business Days of the request to ensure EQA case reviews are completed in a timely manner.
- 4.3.1.5.6.1.1.3. Contractor must respond to the Department's EQA case review error findings by using one of two options: 1) Agree/Concur or 2) Disagree/Rebut within 10 Business Days.
- 4.3.1.5.6.1.1.4. If additional or revised guidance relative to the HCPF EQA process is issued through the HCPF Memo Series, Contractor shall disregard the previous guidance and comply with the new guidance offered through the HCPF Memo Series.
- 4.3.1.5.6.1.1.5. The Department will utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings each month, send the results to the County Directors, and may be sent to the Board of County Commissioners, at the Department's discretion.
- 4.3.1.5.7. Determining Compliance with the Accuracy portion of the Performance Compliance Performance Incentives Standards
- 4.3.1.5.7.1. The MAP Accuracy Dashboard will be available monthly to Contractor to determine Contractor's performance over the State Fiscal Year (SFY). To determine compliance with the Accuracy Performance Incentive, the Department will utilize the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard data, to determine whether Contractor met or exceeded the specified Accuracy target. The 12 consecutive months of MAP Accuracy data may extend outside of the timeframe of this amendment.
- 4.3.1.5.7.2. The Department will use Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to Contractor's Accuracy targets at the end of the SFY to determine if Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has one decimal place and will not be rounded.
- 4.3.1.6. Review Sample Size Exemptions
- 4.3.1.6.1.1. If Contractor has a review sample size, as defined in Section 4.3.1.6.1.2., performed by HCPF EQA, Contractor may be eligible for the Review Sample Size Exemption.
- 4.3.1.6.1.2. Definition of Review Sample Size

- 4.3.1.6.1.2.1. Contractor with 20 or fewer quality assurance case reviews in the 12 consecutive months of MAP Accuracy data would qualify for a Review Sample Size Exemption. Contractor with a review sample size that does not meet one, or both, of the Accuracy Incentive targets as defined in Section 4.3.1.5.5. may be eligible for the Review Sample Size Exemption: (i) Inaccurate Eligibility Rate and/or, (ii) Errors That Did Not Impact Eligibility.
- 4.3.1.6.1.3. Determining Targets Percentage for Potential Review Sample Size Exemptions
- 4.3.1.6.1.3.1. The Department will have two separate tiers with different target percentages for the Accuracy Targets:
 - 4.3.1.6.1.3.1.1. Tier 1 target percentage: Contractor with 20 or more quality assurance case reviews completed with the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard.
 - 4.3.1.6.1.3.1.2. Tier 2 target percentage: Contractor with fewer than 20 quality assurance case reviews completed with the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard.
- 4.3.1.6.1.3.2. Review Sample Size Exemption Process
- 4.3.1.6.1.3.2.1. The Department will follow Exhibit D, Review Sample Size Exemption Process Flow.
- 4.3.1.6.1.3.3. Definition of Similar Error(s)
- 4.3.1.6.1.3.3.1. The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF EQA provides Contractor with those errors caused by Contractor that impact accuracy rates. This allows Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by Contractor and the same errors repeat in future months, the errors will be considered Similar Errors.
- 4.3.1.6.1.3.3.2. If Contractor meets only one target with less than 20 reviews within the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard, the Review Sample Size Exemption Process will be applied only to the one target not met by Contractor.
- 4.3.1.6.1.3.3.3. Contractor that does not meet both targets with less than 20 reviews within the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard, exemption will be applied to both targets.
- 4.3.1.6.1.3.4. Notification of Review Sample Size Exemption
- 4.3.1.6.1.3.4.1. If Contractor does not meet the Accuracy Incentive Targets per Sections 4.3.1.5.5.2. and 4.3.1.5.5.6.2., Contractor will be notified through the Status Report of the Second Reporting Period.
- 4.3.1.6.1.3.4.2. Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per Section 4.3.1.6., Contractor will be notified through the Status Report of the Second Reporting Period.
- 4.3.1.6.1.3.4.3. If Contractor qualifies for the Review Sample Size Exemption Process, the Department will review previously submitted documentation from

Contractor based on their MAP Accuracy Dashboard and may request additional documentation as specified in Section 4.3.1.6.1.3.2.

4.3.1.6.1.3.4.4. Contractor shall submit any additional documentation requested for the exemption process, using the MAP exemption process, following Status Report Period 2. Review Sample Size Exemption Process and Accuracy Performance Incentive Payment.

4.3.1.6.1.3.4.5. TARGET: four out of the following six targets are met for Reporting Period 1.

4.3.1.6.1.3.4.5.1. $\geq 95\%$ timeliness average over the First Reporting Period for Application Timeliness of Determinations, 45 Days.

4.3.1.6.1.3.4.5.2. $\geq 95\%$ timeliness average over the First Reporting Period for Application Timeliness of Determinations, 90 Days.

4.3.1.6.1.3.4.5.3. $\leq$ Pending EPG 45 determinations must average at or below the target level during Reporting Period 1, taking into account the size of the County.

4.3.1.6.1.3.4.5.4. Applications 45 Days

County Size	App EPG 45 Target
Large	≤ 25
Medium	≤ 5
Small	≤ 3

4.3.1.6.1.3.4.5.5. $\leq$ Pending EPG 90 determinations must average at or below the target level during Reporting Period 1, taking into account the size of the County.

4.3.1.6.1.3.4.5.6. Applications 90 days

County Size	App EPG 90 Target
Large	≤ 10
Medium	≤ 3
Small	≤ 1

4.3.1.6.1.3.4.5.7. Renewals Non-LTSS

County Size	Renewal EPG Non-LTSS Target
Large	≤ 130
Medium	≤ 20
Small	≤ 3

4.3.1.6.1.3.4.6. TARGET: six out of the following eight targets are met in the Second Reporting Period:

4.3.1.6.1.3.4.6.1. $\geq 95\%$ timeliness average over the Second Reporting Period for Application Timeliness of Determinations, 45 Days.

4.3.1.6.1.3.4.6.2. $\geq 95\%$ timeliness average over the Second Reporting Period for Application Timeliness of Determinations, 90 Days.

4.3.1.6.1.3.4.6.3. $\geq 95\%$ timeliness average over the Second Reporting Period for Renewal Non-LTSS Timeliness.

4.3.1.6.1.3.4.6.4. $\leq$ Pending EPG 45 determinations must average at or below the target level during Reporting Period 2, taking into account the size of the County.

4.3.1.6.1.3.4.6.5. Applications 45 Days

County Size	App EPG 45 Target
Large	≤ 25
Medium	≤ 5
Small	≤ 3

4.3.1.6.1.3.4.6.6. $\leq$ Pending EPG 90 determinations must average at or below the target level during Reporting Period 2, taking into account the size of the County.

4.3.1.6.1.3.4.6.7. Applications 90 Days

County Size	App EPG 90 Target
Large	≤ 10
Medium	≤ 3
Small	≤ 1

4.3.1.6.1.3.4.6.8. $\leq$ Pending EPG Renewal Non-LTSS must average at or below the target level during Reporting Period 2, taking into account the size of Contractor.

4.3.1.6.1.3.4.6.9. Renewals Non-LTSS

County Size	Renewal EPG Non-LTSS Target
Large	≤ 130
Medium	≤ 20
Small	≤ 3

4.3.1.6.1.3.4.6.10. Accuracy Target Percentages for Incorrect Eligibility Determination Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	5.5%	N/A
Medium	6.6%	13.2%
Small	7.3%	14.6%

4.3.1.6.1.3.4.6.11. Accuracy Target Percentages for the Errors That Did Not Impact Eligibility Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	5.5%	N/A
Medium	6.6%	13.2%
Small	7.3%	14.6%

4.3.1.6.1.3.4.6.12.

Exemptions for Unusual Circumstances

4.3.1.6.1.3.4.6.13.

Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations and Renewal targets and/or failure to meet Pending EPG Determinations and Renewal targets as described in Section 4.3.1.2.2.

4.3.1.6.1.3.4.6.14.

The exemption process for unusual circumstances is described in Section 6.1.3.

4.3.1.6.2.

To earn the full Performance Compliance Performance Incentive Standard Payment, Contractor must meet the targets outlined in both Status Report 1 and Status Report 2 for FY 25-26. Each Status Report achieved will contribute 50% toward the total earnings. If only one Status Report is met, partial earnings will be distributed accordingly. Additionally, the Performance Compliance Performance Incentive Standard Payment will constitute 50% of the total amount available for this Contract

4.3.2. **Customer Service Performance Incentive Standard**

4.3.2.1.

Contractor may earn one Customer Service Performance Incentive Payment at the end of the Second Reporting Period in which Contractor meets the target and submits the required deliverable(s) as outlined for each Contractor Customer Service Tier relating to improving customer service. These targets demonstrate that Contractor is actively implementing Rule 10 CCR 2505-5 1.020.3.4, which requires the County Director to have a documented policy/process outlining the administrative internal controls that ensure Contractor provides timely, respectful, and culturally appropriate customer service to Medical Assistance applicants and Members.

4.3.2.1.1.

Contractor Customer Service Tier

4.3.2.1.1.1.

The Department assigned Contractor to a Customer Service Tier during Fiscal Year 2024-25. The Customer Service Tier determines which customer service metrics, Targets, and deliverables Contractor must meet and/or submit to earn a Customer Service Performance Incentive Payment.

4.3.2.1.2.

Customer Service Tier Reclassification

4.3.2.1.2.1.

The Department may, in consultation with Contractor, amend its initial classification and reclassify Contractor to a different Customer Service Tier.

4.3.2.1.2.2.

Any reclassification approved by the Department, in consultation with Contractor, shall take effect the following Reporting Period.

4.3.2.1.2.3.

Contractor reclassifications from Tier 2 to Tier 1 are allowable.

4.3.2.1.3.

Customer Service Tier 1

4.3.2.1.3.1.

If Contractor is assigned to the Customer Service Tier 1 category, the Department will classify Contractor as Tier 1 to determine what Contractor's required targets and deliverables are.

- 4.3.2.1.3.2. If Contractor is classified as Tier 1, Contractor is understood to have an active Call Center operation, which can be as small as one Contractor staff or as large as 100 or more Contractor staff members answering calls, with a dedicated line which has the technology in place to provide data, at a minimum, on the number of calls received, the average wait time, and the number of abandoned calls.
- 4.3.2.1.3.3. If Contractor is classified as Tier 1, Contractor shall complete each of the following targets and deliverables to earn a Customer Service Performance Incentive Payment:
 - 4.3.2.1.3.3.1. Submit to the Department monthly Call Center reporting from Contractor's available data that complies with the Call Center data reporting requirements determined by the Department.
 - 4.3.2.1.3.3.1.1. Monthly reporting will be due on the 7th of each month and sent electronically to the County Relations webform: (<https://hcpfdev.secure.force.com/HCPFCountyRelations>).
 - 4.3.2.1.3.3.1.2. Data elements required to be submitted by Contractor shall be issued via HCPF Memo Series.
 - 4.3.2.1.3.3.1.2.1. DELIVERABLE: Monthly Call Center Report
 - 4.3.2.1.3.3.1.2.2. DUE: The 7th of each month after the month being reported
 - 4.3.2.1.3.3.2. Meet and/or exceed a service-level performance target for Contractor's Call Center Average Speed to Answer (ASA) by the Second Semi-Annual Due Date, June 7th of each SFY.
 - 4.3.2.1.3.3.3. The service-level performance targets for Contractor's Average Speed to Answer shall be jointly determined by the Department and Contractor at the beginning of each State Fiscal Year. This joint determination will take place during the first Technical Assistance Session, scheduled for the first quarter of each SFY, as mandated for that SFY. The ASA performance targets shall be calculated as an average over either the six-month period from January to June of each SFY or the 12-month period from July to June of each SFY. The finalized targets will be communicated through the HCPF Memo Series.
 - 4.3.2.1.3.3.4. Attend a minimum of two, half-hour Technical Assistance Sessions (for learning and support) with the Department's MCC Operations staff before June 12th of each SFY.
 - 4.3.2.1.3.3.4.1. At a minimum, one Technical Assistance Session will occur during each of the reporting periods.
 - 4.3.2.1.3.3.4.2. Contractor may request additional support, beyond the required sessions detailed in Section 4.3.2.1.3.3.4., from the MCC Operations staff to improve Contractor's ASA performance by submitting the County Relations webform.
 - 4.3.2.1.3.3.4.3. The Department may require additional technical assistance in addition to the two required Technical Assistance Sessions if Contractor's data indicates additional support is necessary to meet the ASA targets.
 - 4.3.2.1.3.3.4.3.1. DELIVERABLE: Two Technical Assistance Sessions

- 4.3.2.1.3.3.4.3.2. DUE: Before June 12th of each SFY.
- 4.3.2.1.3.4. Contractor assigned to Customer Service Tier 1 must comply with the provisions in Section 4.3.2.1.3.3.3. to earn a Customer Service Performance Incentive Payment.
- 4.3.2.1.4. Customer Service Tier 2
- 4.3.2.1.4.1. If Contractor is assigned to the Customer Service Tier 2 category, the Department will determine what Contractor's required metrics, targets, and deliverables are.
- 4.3.2.1.4.2. If Contractor is classified as Tier 2, Contractor is understood to be small enough in operations and workload where a Call Center is cost-prohibitive or not supportable under existing funding or staffing allocations.
- 4.3.2.1.4.3. If Contractor is classified as Tier 2, Contractor shall complete each of the following targets and deliverables to earn a Customer Service Performance Incentive Payment:
- 4.3.2.1.4.3.1. Implement the Customer Service Survey Outreach Plan submitted by June 30th of each SFY and submit a report by June 30th of each SFY updating the Department on the implementation of the Customer Service Survey Outreach Plan.
- 4.3.2.1.4.3.1.1. If Contractor classified as Tier 2 did not submit a Customer Service Survey Outreach Plan in SFY 2022-23, SFY 2023-24 or SFY 2024-25, Contractor is required to submit a Customer Service Survey Outreach Plan in SFY 2025-26 and to meet all other Tier 2 targets and deliverables to earn the Customer Service Incentive.
- 4.3.2.1.4.3.1.2. The Customer Service Survey will be managed by the Department. Contractor is not required to take any action regarding the administration or implementation of this survey. The Customer Service Survey will be distributed by the Department to all Members who have a name and email address submitted and who have opted in to receive communications from the Department. The survey distribution will occur on a quarterly basis each calendar year.
- 4.3.2.1.4.3.1.3. Contractor's baseline for Member satisfaction was established at the end of Fiscal Year 2023-24. This baseline will serve as the reference point for calculating the percentage increase or decrease in Member satisfaction for each survey question. Contractor is required to meet the performance targets issued through the HCPF Memo Series. These targets will outline the expected levels of Member satisfaction based on the established baseline.
- 4.3.2.1.4.3.1.4. The Customer Service Survey Outreach Plan will include Contractor's methodologies and strategies for increasing applicant and Member participation in the Department's Customer Service Survey in the following contract cycle. Requirements of the Customer Service Outreach Plan must include all elements listed on the corresponding HCPF Operational Memo.
- 4.3.2.1.4.3.1.4.1. DELIVERABLE: Customer Service Survey Outreach Plan

- 4.3.2.1.4.3.1.4.2. DUE: By June 30th of each SFY
- 4.3.2.1.4.3.1.4.3. DELIVERABLE: Customer Service Survey Outreach Report
- 4.3.2.1.4.3.1.4.4. DUE: By June 30th of each SFY
- 4.3.2.1.4.3.2. Customer Service Performance Incentive Standard Exemptions for Unusual Circumstances
- 4.3.2.1.4.3.2.1. Contractor may request an exemption for unusual circumstances for failure to meet the service-level performance targets as detailed in Section 4.3.2.1.3.3.3., if Contractor was classified by the Department as Customer Service Tier 1.
- 4.3.2.1.4.3.2.1.1. No exemptions for unusual circumstances are allowed for deliverables for each Tier for Contractors classified as Customer Service Tier 1 or Tier 2. Deliverables include any required plans, reports, data, and technical assistance.
- 4.3.2.1.4.3.2.1.2. The exemption process for unusual circumstances is described in Section 6, Exemptions. Only Contractor exemption requests that follow the process and meet the requirements as outlined in Section 6 will be considered by the Department.
- 4.3.2.2. Performance Target:
- 4.3.2.2.1. Tier 1: Contractor's predetermined, individualized Average Speed to Answer (ASA) target is set forth in the HCPF Memo Series, which Contractor shall maintain an average (ASA) at or below for the Reporting Period. Additionally, each Contractor's individualized ASA target shall not exceed 15 minutes.
- 4.3.2.2.1.1. The Department may utilize, at its discretion, Contractor's data from the Reporting Period that best supports Contractor's performance.
- 4.3.2.2.1.2. Contractor is required to complete all necessary participation in Technical Assistance Sessions with the MCC as scheduled. Contractor must submit Call Center reporting data in accordance with the specifications outlined in Section 4.3.2.1.3.3.1.1. of this Contract. Additionally, the Customer Services Incentive Payment will constitute 30% of the total amount available for this Contract.
- 4.3.2.2.2. Tier 2: Contractor shall submit a report detailing the implementation of each Customer Service Plan. The report template will be provided by the Department. Additionally, Contractor will be required to submit a report that will include data on the process and/or procedures used by Contractor to address Member calls.
- 4.3.2.2.2.1. Expectations for completing this report will be provided in the HCPF Memo Series.
- 4.3.2.2.2.1.1. DELIVERABLE: Customer Service Plan Report
- 4.3.2.2.2.1.2. DUE: June 30th of each SFY
- 4.3.2.2.2.2. Contractor is expected to achieve one of the following targets over the SFY:
- 4.3.2.2.2.2.1. Submit a Customer Service Tier 2 Inbound/Outbound Call Survey by June 5th of each SFY and maintain an average of 90% or higher in both percentage of Members who felt like they were treated with respect, and percentage of

Members who felt they received services in a timely manner as well as an average overall satisfaction score of 3.50 or higher.

4.3.2.2.2.1.1. DELIVERABLE: Customer Service Tier 2 Inbound/Outbound Call Survey

4.3.2.2.2.1.2. DUE: By June 5th of each SFY

4.3.2.2.2.3. If Contractor does not meet the requirements set above, Contractor can increase their percentage of Members who felt like they were treated with respect, and/or, increase their percentage of Members who felt they received services in a timely manner, and/or increase the overall satisfaction score for the site by 3% compared to their baseline by May 31st of each SFY. If Contractor does not meet the requirements set above, the Department will determine if Contractor meets an exception based on county/caseload size fluctuations as a result of the Public Health Emergency unwind.

4.3.2.2.2.4. If Contractor did not submit a Customer Service Outreach Plan or Customer Service Improvement Plan (CSIP) in Fiscal Year 2022-23 or FY 2023-24, Contractor is required to submit such a plan in Fiscal Year 2025-26 to qualify for the Customer Service Incentive. This requirement is in addition to meeting all other Tier 2 targets and deliverables. Additionally, the Customer Services Incentive Payment will constitute 30% of the total amount available for this Contract.

4.3.2.2.2.4.1. DELIVERABLE: Customer Service Outreach Plan or Customer Service Improvement Plan (If required as described in Section 4.3.2.2.2.4.)

4.3.2.2.2.4.2. DUE: June 30th of each SFY

4.3.3. **County Collaboration Incentive Standard**

4.3.3.1. Contractor has the ability to earn County Collaboration Incentive Standard Payments to reimburse a portion of cost sharing as described in Section 2, County Determinations, by meeting targets, and/or deliverables as outlined in the County Collaboration Incentive Standard.

4.3.3.2. County Collaboration Incentive

4.3.3.2.1. Contractor shall be eligible to earn the County Collaboration Incentive Standard Payment upon the successful submission of the two County Collaboration Incentive Standard Deliverables involving Nursing Facilities (NFs) and Case Management Agency(ies) during Reporting Period 2. To qualify for the full County Collaboration Incentive Standard Payment, Contractor must meet all deliverable requirements as outlined below.

4.3.3.2.2. To earn the County Collaboration Incentive Payment in Reporting Period 2, Contractor must:

4.3.3.2.2.1. Establish collaboration with Nursing Facilities (NFs) and Case Management Agency(ies) based on the requirements outlined in Rule 1.020.11 County Department Collaboration with External Entities to Facilitate Eligibility and Enrollment.

- 4.3.3.2.2.2. Submit the following two deliverables no later than April 30, 2026. Contractor will submit these deliverables using the following link: [County Collaboration Incentive Deliverable](#)
- 4.3.3.2.2.2.1. Nursing Facilities Deliverable: A minimum of two or more meetings shall be held with one or more relevant agencies. These meetings shall include, at a minimum, discussion and documentation of the following information:
- 4.3.3.2.2.2.1.1. A meeting agenda outlining the topics discussed.
- 4.3.3.2.2.2.1.2. A list of attendees, including the name of each individual and the agency or county they represent, must be provided.
- 4.3.3.2.2.2.1.3. One county may submit this deliverable on behalf of other counties that attended the meeting. However, all represented counties must be clearly identified in the list of attendees.
- 4.3.3.2.2.2.1.4. If Contractor does not have any Nursing Facilities (NFs) within the boundaries of their county, Contractor is exempt from implementing this deliverable related to Nursing Facilities.
- 4.3.3.2.2.2.1.4.1. DELIVERABLE: Two or More Nursing Facilities Meetings with One or More Relevant Agencies
- 4.3.3.2.2.2.1.4.2. DUE: No later than April 30, 2026
- 4.3.3.2.2.2.2. Case Management Agencies Deliverable: A minimum of two or more meetings shall be held with one or more relevant agencies. These meetings shall include, at a minimum, discussion and documentation of the following information:
- 4.3.3.2.2.2.2.1. A meeting agenda outlining the topics discussed
- 4.3.3.2.2.2.2.2. A list of attendees, including the name of each individual and the agency or county they represent, must be provided.
- 4.3.3.2.2.2.2.3. One county may submit this deliverable on behalf of other counties that attended the meeting. However, all represented counties must be clearly identified in the list of attendees.
- 4.3.3.2.2.2.2.4. Contractors acting as Case Management Agencies must submit an internal control procedure to substitute for this deliverable requirement.
- 4.3.3.2.2.2.2.4.1. DELIVERABLE: Two or More Case Management Agency Meetings with One or More Relevant Agencies
- 4.3.3.2.2.2.2.4.2. DUE: No later than April 30, 2026
- 4.3.3.2.2.3. To receive the full County Collaboration Incentive Standard Payment, Contractor must successfully submit both County Incentive deliverables as outlined in Sections 4.3.3.2.2.2.1. and 4.3.3.2.2.2.2. above. The completion of both deliverables will contribute 100% toward the total County Collaboration Incentive Standard Payment. If only one deliverable is submitted, it will contribute 50% toward the total payment. The County Collaboration Incentive Standard Payment will represent 20% of the total funds available under this Contract.

5. SEMI-ANNUAL REPORTING

- 5.1. Contractor shall submit documentation to the Department to verify Contractor's compliance with each Medicaid County Performance Standards Program and will submit such documentation on a semi-annual basis as required. Contractor must submit documentation to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email HCPF_CountyRelations@state.co.us, unless otherwise specified through the HCPF Memo Series.
- 5.2. For the Second Reporting Period, Contractor shall submit the following documentation:
 - 5.2.1. Any Accuracy Sample Size Exemption Process documentation for the SFY if Contractor failed to meet specified target(s). Contractor shall only submit documentation upon the Department's request after the release of the Report Period 2 Status Report.
 - 5.2.2. Any Customer Service Improvement Plan, Customer Service Outreach Plan, reports or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series. A due date for any plans not submitted in FY 2025-26 will be provided in HCPF Memo Series.

6. EXEMPTIONS

- 6.1. Contractor may request an exemption for unusual circumstances pertaining to specific measures within this Contract by following the procedure outlined in this section.
 - 6.1.1. Following the Department's review of Contractor's request, a partial payment of the applicable County Incentive may be made at the Department's sole discretion. Such partial payment shall not be subject to exemption requests or disputes. The Department's decision on partial payment is final in addition to any County Incentive Payments made based on the Department's determination.
 - 6.1.2. Definition of Unusual Circumstances
 - 6.1.2.1. Unusual circumstances are defined as uncommon, rare or sudden events such as ransomware or other types of cybersecurity attacks, natural disasters, etc. The circumstance must have been out of Contractor's direct control, and directly result in the failure to act in accordance with or meet the requirements of the specific Medicaid County Performance Standards Program.
 - 6.1.2.1.1. Unusual circumstances for which Contractor can request exemption include circumstances that cause a large, sustained increase in workload.
 - 6.1.2.1.2. Unusual circumstances shall not include situations where Contractor had direct knowledge of, or control over, the circumstances, including instances where Contractor's clear and demonstrated failure to act in accordance with, or meet, the requirements of the specific Medicaid County Performance Standards Program is evident.
 - 6.1.2.1.3. The Department's determination of whether Contractor's request for exemption meets the definition of unusual circumstances is final.
 - 6.1.3. Process for Unusual Circumstances Exemption Requests
 - 6.1.3.1. The process for Contractor to submit an exemption request shall be communicated through the HCPF Memo Series for each applicable Medicaid County Performance Standards Program.

- 6.1.3.2. Unusual circumstances exemption requests must include thorough supporting documentation from Contractor clearly outlining what unusual circumstance occurred and what occurred as a result of the unusual circumstance. Contractor shall be responsible for timely submission of any additional documentation requested by the Department for the exemption process determination.
- 6.1.3.3. General inquiries regarding unusual circumstances exemption requests should be directed to HCPF_MAPdashboards@state.co.us. To formally submit an exemption request, please follow the MAP Exemption Request Process available here: [Request Exemption](#)
- 6.1.4. Department Review and Approval of Exemption Requests
 - 6.1.4.1. Based on Contractor's unusual circumstances exemption request and supporting documentation, the Department will provide Contractor with an approval or denial of the request on the Final Status Report.
 - 6.1.4.2. If the Department approves Contractor's unusual circumstances exemption request, Contractor shall receive a partial payment. Such partial payment shall correspond to the applicable Medicaid County Performance Standards Program for which the exemption request was approved by the Department.
 - 6.1.4.3. The Department has the sole authority to determine the amount of partial payment, which is not subject to dispute by Contractor.
 - 6.1.4.4. If partial payment is made based on Contractor's unusual circumstances exemption request, the Department will provide the actual amount of the partial payment on the Final Status Report.
 - 6.1.4.5. If the Department denies Contractor's unusual circumstances exemption request, the applicable County Incentive Payments issued shall be deemed final and shall not be subject to further dispute or appeal.
 - 6.1.4.6. The Department has the sole discretion to approve or reject any request for unusual circumstances exceptions and may limit the total number of approved exemptions for all Medicaid County Performance Standards Program.
- 6.1.5. Non-Allowable Exemption Reasons
 - 6.1.5.1. The Department will deny unusual circumstances exemption requests that are one or more of the following:
 - 6.1.5.1.1. Determined to be the fault of Contractor.
 - 6.1.5.1.2. Unusual circumstances that did not exist.
 - 6.1.5.1.3. Any exemption requests based on the following but not limited to the following:
 - 6.1.5.1.3.1. Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
 - 6.1.5.1.3.2. Contractor failed to meet the contractually specified requirements related to the performance targets of an applicable Medicaid County Performance Standards Program for which an exemption request may be submitted.
 - 6.1.5.1.3.3. Contractor's failure to review and utilize County Administration regulations at 10 CCR 2505-5 1.020 and Medicaid County Performance Standards Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in Contractor failing to meet

performance targets and deliverables relating to any Medicaid County Performance Standards Program.

- 6.1.5.1.3.4. The Department's final determination regarding Contractor's exemption request(s) related to the Accuracy Performance Measures under the Performance Compliance Performance Incentive Standard shall be final.
- 6.1.5.1.3.5. Contractor's failure to use the MAP Dashboards for the purposes of fulfilling the purpose of meeting the performance measures outlined in this contract.
- 6.1.5.1.3.6. Contractor's failure to use EQA case review results for the purposes the purpose of meeting the performance measures outlined in this contract. 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.
- 6.1.5.1.4. Prior to denying an exemption for reasons beyond those stated in Section 6, the Department may, at its discretion, request further documentation from Contractor to determine whether the request for exemption meets the exemption standards as stated in Section 6, Exemptions.
- 6.1.5.2. Medicaid County Performance Standards Program – Eligibility for Unusual Circumstances Exemption Requests
- 6.1.5.2.1. Unusual circumstances exemption requests may be considered for any Medicaid County Performance Standards Program listed below, subject to the terms and conditions of this Contract and the applicable guidance issued by the Department.
- 6.1.5.2.1.1. Performance Compliance Performance Incentive Standard
- 6.1.5.2.1.2. Customer Service Performance Incentive Standard
- 6.1.5.2.1.3. County Collaboration Incentive Standard

7. NOTIFICATIONS

- 7.1. Following each Reporting Period, Contractor shall receive a Status Report from the Department identifying the applicable County Incentives met, based on the targets or deliverables for that County Incentive.
- 7.1.1. Contractor's Reporting Period Status Report shall identify the applicable Medicaid County Performance Standards Programs that were met and those that were not met during the relevant Reporting Period. Funding amounts associated with these programs shall not be disclosed until the conclusion of the SFY.
- 7.1.2. If Contractor has multiple Reporting Periods within the SFY to meet any County Incentive, each Reporting Period Status Report shall be evaluated independently. The Final Status Report shall summarize the estimated final payment and eligible earnings based on Contractor's performance in meeting the applicable targets or deliverables for each Reporting Period.
- 7.1.3. Upon conclusion of the SFY, the Department will issue a Final Status Report to Contractor, specifying the County Incentives that were met and not met, and detailing the eligible earnings associated with each incentive earned by Contractor.
- 7.1.4. The Final Status Report shall be considered final and not subject to dispute. If Contractor disagreed with the Department's determination of compliance with this Contract for any

applicable incentive, such dispute must have been raised in response to the applicable Reporting Period Status Report.

- 7.1.5. Each Reporting Period Status Report, as well as the Final Status Report, shall be submitted by the Department to the County Human/Social Services Director and shall serve as the official notification of Contractor's compliance with the targets and deliverables outlined in this Contract for each applicable incentive.
- 7.1.6. Status Reports for each Reporting Period will be sent within 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 Contractor will be considered the Status Report Date.
- 7.1.7. If the Department experiences unusual circumstances resulting in a delay with sending Contractor's Reporting Period or Final Status Reports, the Department will inform Contractor of the delay and an anticipated date of resolution during the 10 Calendar Days after the Semi-Annual Reporting due date for each Reporting Period and provide an updated timeline for sending Contractor's Reporting Period or Final Status Reports.
- 7.1.8. The Final Status Report will be sent upon the Department's determination of final County Incentive Payment amounts.
- 7.1.9. Contractor will have the opportunity to dispute the Status Report results as defined in Section 8.1.

8. DISPUTE RESOLUTION

8.1. Opportunity and Timeframe for Dispute Resolution

- 8.1.1. In the event Contractor disagrees with the findings of the official notification as found in Section 7, Notifications, Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.
 - 8.1.1.1. The Final Status Report cannot be disputed per Section 7.1.4.
 - 8.1.1.2. Contractor shall have a period of five Calendar Days, commencing the day following the issuance date of each Reporting Period Status Report, to review the report and raise any disputes regarding the results.
 - 8.1.1.3. If Contractor fails to dispute the Reporting Period Status Report within five Calendar Days commencing the day following the issuance date of each Report Period Status Report, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per Section 10, Compensation, based on the results of the non-disputed Status Report.
- 8.1.2. Allowable Disputes
 - 8.1.2.1. Contractor will be allowed to dispute the results of the Status Report based on the following reasons:
 - 8.1.2.1.1. If the Department states supporting documentation was omitted in its entirety or if the Department states the documentation was submitted outside of the time frames outlined in the Contract and Contractor refutes the claim, Contractor must submit proof of submission. Contractor must show the documentation was in fact submitted in a timely manner and in accordance with the contractually required due date.

- 8.1.2.1.2. Contractor requests a re-review of Contractor's submitted documentation that was used to determine compliance with any Medicaid County Performance Standards Program.
- 8.1.2.1.3. Contractor has available data, such as systems reports or other tracking methodologies, that conflict with the Department's available data that will be utilized to determine compliance with a Medicaid County Performance Standards Program.
- 8.1.2.1.4. Contractor will be responsible for providing all necessary and relevant data to the Department for the purposes of determining if Contractor's data in fact conflicts with the Department's data.
- 8.1.2.1.5. The Department will make the final determination when a conflict of data occurs and will make the specific Medicaid County Performance Standards Program Payments based on its final determination.
- 8.1.2.1.6. Any and all supporting documentation allowed under this sub-section must be submitted to the Department within three Calendar Days of said documentation being determined relevant by the Department. If the documentation is not received by the Department by the timeframe outlined, it will no longer be considered in the Dispute Resolution process.
- 8.1.2.1.7. The Department reserves the right to add additional allowable dispute reasons on a case-by-case basis based on new and relevant information made available to the Department from Contractor. The Department's determination of additional allowable dispute reasons is final and not subject to the Dispute Resolution process as outlined in Section 8.
- 8.1.3. Non-Allowable Disputes
 - 8.1.3.1. Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
 - 8.1.3.1.1. Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
 - 8.1.3.1.2. Contractor failed to meet contractually specified requirements relating to performance targets of any Medicaid County Performance Standards Program.
 - 8.1.3.1.3. Contractor's failure to review and utilize Medicaid County Performance Standards Program documentation, including policy, informational, and operational guidance issued through the Memo Series, that resulted in Contractor failing to meet performance targets and deliverables relating to any Medicaid County Performance Standards Program.
 - 8.1.3.2. The Department's final determination of Contractor's exemption request(s) for the Accuracy Targets within the Performance Compliance Performance Incentive Program.
 - 8.1.3.2.1. The Department reserves the right to deny a Contractor's dispute based on any reason not included under Section 8.1.3.1. The Department's determination is final and is not subject to dispute or appeal.

9. DELIVERABLES

- 9.1. Contractor shall provide the stated deliverables in accordance with the dates stated in the table below.

DELIVERABLES	DATE DUE TO THE DEPARTMENT
Monthly Call Center Report	5 th of each month after the month being reported
Two Technical Assistance Session	Before June 12 th of each SFY
Customer Service Survey Outreach Plan	By June 30 th of each SFY
Customer Service Survey Outreach Report	By June 30 th of each SFY
Customer Service Plan Report	By June 5 th of each SFY
Customer Service Tier 2 Inbound/Outbound Call Survey	By June 5 th of each SFY
Customer Service Outreach Plan or Customer Service Improvement Plan (If required as described in Section 4.3.2.2.2.4.)	By June 30 th of each SFY
Two or More Nursing Facilities Meetings	By April 30, 2026
Two or More Case Management Agency Meetings	By April 30, 2026

10. COMPENSATION

10.1. County Incentive Payment

10.1.1. The Department will pay Contractor, after the end of the SFY in which the work was performed, County Incentive Payments for each Medicaid County Performance Standards Program met during the applicable Reporting Period as follows:

10.1.1.1. The Department will pay Contractor a Performance Compliance Performance Incentive Standard Payment at the conclusion of the Second Reporting Period if Contractor meets the requirements for that Performance Compliance Performance Incentive Standard during the First and Second Reporting Period as defined in Section 4.3.1.2.1.

10.1.1.2. The Department will pay Contractor a Customer Service Performance Incentive Payment as shown at the conclusion of the Second Reporting Period if Contractor meets the requirements for this Contract defined in Section 4.3.2.2.

10.1.1.3. The Department will pay Contractor a County Collaboration Incentive Payment at the conclusion of the Second Reporting Period if Contractor meets the requirements for this Contract during the First and Second Reporting Periods as defined in Section 4.3.1.2.1.

10.2. Remaining Funds Incentive Pool Payment

10.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.

10.2.2. The Remaining Funds Incentive Pool shall include the following:

10.2.2.1. The total amount of all base County Incentive Payments allocated to any Contractor that opted out of participation in the Medicaid County Performance Standards Program for that SFY.

10.2.2.2. Each of the County Incentive Payments that were not earned by Contractor during a Reporting Period in that SFY.

10.2.3. Contractor shall be eligible for Remaining Funds Incentive Pool payments.

10.2.4. If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.

10.2.5. The Remaining Funds Incentive Pool will be paid as follows:

- 10.2.5.1. Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
- 10.2.5.2. Based on the proportion of total Incentive funds that Contractor is eligible to be paid in each SFY, Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.
- 10.2.5.3. 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.

10.3. Payment Procedures

- 10.3.1. Contractor shall receive County Incentive Payments at the end of the Second Reporting Period within 90 Calendar Days following the end of the SFY in which the Medicaid County Performance Standards Program were met. This allocation will reflect the maximum Contractor can earn for this Contract per Reporting Period.
- 10.3.2. If a contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize Contractor's earned County Incentive Payments during the closeout process.
- 10.3.3. Actual County Incentive Payment maximums are dependent on Contractor's share of Medicaid county administration expenditure. In no event shall Contractor be paid more than Contractor's county share of Medicaid county administration expenditure in any Reporting Period or SFY.
- 10.3.4. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.
- 10.3.5. Contractor shall be paid the County Incentive Payments through the County Financial Management System (CFMS).
- 10.3.6. The Incentive Payment earned is unrestricted, and Contractor may utilize the fund per Contractor's discretion.

EXHIBIT B, RATES

1. State Fiscal Year 2025-2026 Incentives Payment Table

County Incentive Payment Measures	Percentage of the Incentive Contract
Performance Compliance Performance Incentive Payment	50%
Customer Service Performance Incentive Payment	30%
County Collaboration Incentive Payment	20%

EXHIBIT C, TERMINOLOGY

1. TERMINOLOGY

- 1.1. In addition to the terms defined in §3 and Exhibit A, Statement of Work, of this Contract, the following list of terms shall be construed and interpreted as follows:
 - 1.1.1. Business Interruption – Any event that disrupts Contractor’s ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.
 - 1.1.2. Child Health Plan Plus (CHP+) – Colorado’s public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid Program), but not enough to pay for private health insurance.
 - 1.1.3. Closeout Period – The period beginning on the earlier of 90 days prior to the end of the last Extension Term or notice by the Department of its decision to not exercise its option for an Extension Term, and ending on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout is complete.
 - 1.1.4. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.
 - 1.1.5. Consumer Price Index- Urban (CPI-U) – The Consumer Price Index for All Urban Consumers published by the US Department of Labor, Bureau of Labor Statistics.
 - 1.1.6. Data – State Confidential Information and other State information resources transferred to Contractor for the purpose of completing a task or project assigned in the Statement of Work.
 - 1.1.7. Deliverable – Any tangible or intangible object produced by Contractor as a result of the work that is intended to be delivered to the Department, regardless of whether the object is specifically described or called out as a “Deliverable” or not.
 - 1.1.8. Disaster – An event that makes it impossible for Contractor to perform the Work out of its regular facility or facilities, and may include, but is not limited to, natural disasters, fire or terrorist attacks.
 - 1.1.9. Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to that person or some other person and includes any act that constitutes fraud under any federal or state law.
 - 1.1.10. Health First Colorado – Colorado’s Medicaid Program. The Member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) and Non-MAGI Methodology.
 - 1.1.11. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.
 - 1.1.12. Key Personnel – The position or positions that are specifically designated as such in this Contract.
 - 1.1.13. Member – Any individual enrolled in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department. Sometimes referred to as a “client”.

- 1.1.14. Operational Start Date – When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.
- 1.1.15. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.1.16. Provider – Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.17. Start-Up Period – The period starting on the Effective Date and ending on the Operational Start Date.

2. ACRONYMS AND ABBREVIATIONS

2.1. The following list is provided to assist the reader in understanding certain acronyms and abbreviations used in this Contract:

- 2.1.1. ASA – Average Speed to Answer
- 2.1.2. CAP – Corrective Action Plan
- 2.1.3. CBMS – Colorado Benefits Management System
- 2.1.4. CDE – Colorado Department of Education
- 2.1.5. CDHS – Colorado Department of Human Services
- 2.1.6. CFMS – County Financial Management System
- 2.1.7. CFR – Code of Federal Regulations
- 2.1.8. CHATS – Colorado Child Care Automated Tracking System
- 2.1.9. CHP+ –Child Health Plan Plus
- 2.1.10. CICP – Colorado Indigent Care Program
- 2.1.11. CMS – Centers for Medicare & Medicaid Services
- 2.1.12. CORA –Colorado Open Records Act, C.R.S. §24–72–200.1, et. seq.
- 2.1.13. C.R.S. – Colorado Revised Statutes
- 2.1.14. DOLA – Department of Local Affairs
- 2.1.15. EBT – Electronic Benefits Transfer
- 2.1.16. FSR – Financial Status Report
- 2.1.17. HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended.
- 2.1.18. MFCU – the Colorado Medicaid Fraud Control Unit in the Colorado Department of Law
- 2.1.19. MOE – Maintenance of Effort
- 2.1.20. OEC – Office of Early Childhood
- 2.1.21. OSA - Office of the State Auditor
- 2.1.22. PEAK – Program Eligibility and Application Kit
- 2.1.23. PHI – Protected Health Information
- 2.1.24. PII – Personally Identifiable Information

- 2.1.25. SFY – State Fiscal Year
- 2.1.26. SNAP – Supplemental Nutrition Assistance Program
- 2.1.27. TANF – Temporary Assistance for Needy Families
- 2.1.28. U.S.C. – United States Code
- 2.1.29. VARA – Visual Rights Act of 1990

EXHIBIT D, REVIEW SAMPLE SIZE EXEMPTION PROCERSS FLOW

1. STEP 1: THE DEPARTMENT PULLS EQA DATA

- 1.1. **Decision A:** Did the County complete a minimum of 20 reviews in the fiscal year?
 - 1.1.1. If Yes → Proceed to Decision B.
 - 1.1.2. If No (Fewer than 20 reviews completed), proceed to Decision C.
- 1.2. **Decision B:** Did the County meet both Accuracy Targets?
 - 1.2.1. If Yes (both targets met), a payment is issued.
 - 1.2.2. If No (one or both targets not met), payment is only issued for the met target(s).
- 1.3. **Decision C:** Did the County meet both Accuracy Targets with <20 reviews?
 - 1.3.1. If Yes (both targets met), a payment is issued.
 - 1.3.2. If only one target was met:
 - 1.3.2.1. Apply Exemption Review only to the unmet target.
 - 1.3.2.2. Proceed to Step 2: Exemption Review Process.
 - 1.3.2.3. After exemption review:
 - 1.3.2.3.1. If target is met after exemption → Payment issued.
 - 1.3.2.3.2. If not → Payment denied for that target.
 - 1.3.3. If Neither target met:
 - 1.3.3.1. Apply Exemption Review to both targets.
 - 1.3.3.2. Proceed to Step 2: Exemption Review Process.
 - 1.3.3.3. After exemption review:
 - 1.3.3.3.1. If both targets are met after exemption → Payment issued.
 - 1.3.3.3.2. If only one target is met → Payment issued only for that target.
 - 1.3.3.3.3. If neither target is met → Payment not issued.

2. STEP 2: EXEMPTION REVIEW PROCESS

- 2.1. Applied only when:
 - 2.1.1. County has unmet targets on the MAP Accuracy Dashboard.
 - 2.1.2. Less than 20 reviews were completed.
- 2.2. Review Steps:
 - 2.2.1. Cause Analysis:
 - 2.2.1.1. Use the MAP Dashboard to analyze errors.
 - 2.2.1.2. Determine root causes using short- or long-run performance reports.
 - 2.2.2. Review Submission:
 - 2.2.2.1. The Department reviews submitted justification.

2.2.3. Request for More Info:

2.2.3.1. If needed, the Department may request additional documentation.

2.2.4. Exemption Approval:

2.2.4.1. If errors are justifiable, exemption is granted.

2.2.4.2. If not, the exemption is denied.

2.3. Final Rule: Payment issued only if the target(s) is met after exemption(s). If not, payment is denied.

3. ADDITIONAL NOTES

3.1. Errors: MAP Accuracy Dashboard

3.1.1. The dashboard identifies each county's errors.

3.1.2. The Department discusses with counties to prevent similar errors from recurring.

3.1.3. If errors are not addressed and repeated in future months, they will be counted as similar errors.

3.2. Review Size Rules

3.2.1. Three or fewer errors with no similar errors at the end of the fiscal year, automatic exemption.

3.2.2. More than three errors with no similar errors, exemption may be applied.

3.3. Recalculating Actual Accuracy Performance Based on Exemption

3.3.1. Example:

3.3.1.1. A county's target is 23.2% as reflected on the MAP Dashboard.

3.3.1.2. Reviews Conducted: 12

3.3.1.3. MAP Dashboard Total Reviews: 5

3.3.1.4. Inaccurate Eligibility Determination: 41.7% ($5 \div 12 = 41.7\%$)

3.3.1.5. Exemption Process – The Department creates two tier target percentages based on the EQA data findings and applies the exemption process on the total county reviews for qualified counties at the end of the fiscal year.

3.3.1.5.1. Similar Errors: 2 ($2 \div 12 = 17\%$, not exempted)

3.3.1.5.2. Not Similar Errors: 3 ($3 \div 12 = 25\%$, exempted)

3.3.1.6. Revised Exemption-Adjusted Inaccuracy Eligibility Determination Rate: 16.7% ($5 \text{ Reviews} - 3 \text{ Not Similar Errors (exemptions applied)} = 2, 2 \div 12 = 16.7\%$)

3.3.1.7. The Department may recalculate this percentage or request additional documentation at their discretion.

Exhibit D: Review Sample Size Exemption Process Flow

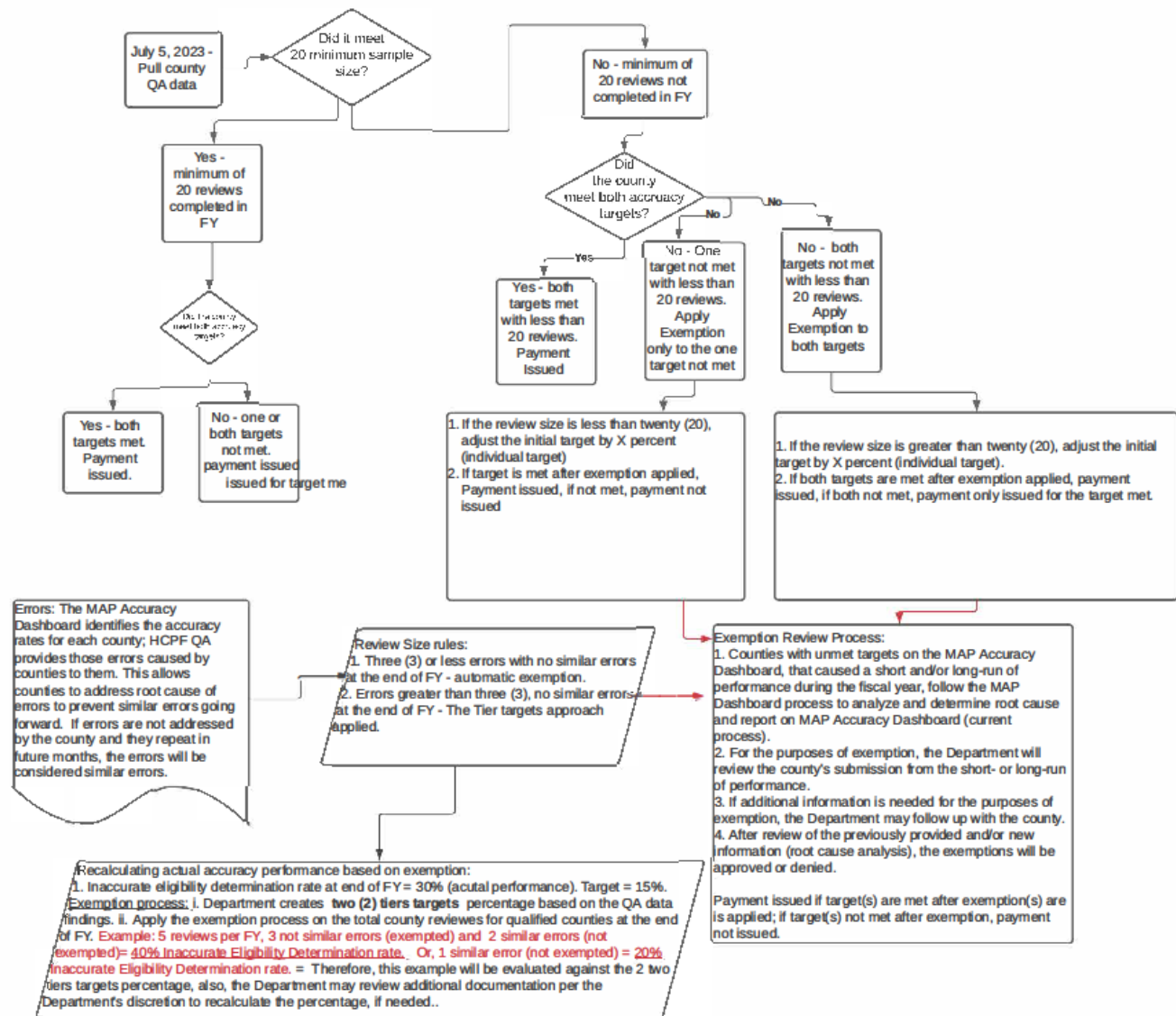


EXHIBIT E, SMALL, MEDIUM, AND LARGE COUNTY LIST

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

Small Counties	Medium Counties	Large Counties
Archuleta County	Alamosa County	Adams County
Baca County	Broomfield County	Arapahoe County
Bent County	Chaffee County	Boulder County
Cheyenne County	Conejos County	City & County of Denver
Clear Creek County	Delta County	El Paso County
Costilla County	Douglas County	Jefferson County
Crowley County	Eagle County	Larimer County
Custer County	Elbert County	Mesa County
Dolores County	Fremont County	Pueblo County
Gilpin County	Garfield County	Weld County
Grand County	Gunnison County	
Hinsdale County	Huerfano County	
Jackson County	La Plata County	
Kiowa County	Las Animas County	
Kit Carson County	Logan County	
Lake County	Moffat County	
Lincoln County	Montezuma County	
Mineral County	Montrose County	
Ouray County	Morgan County	
Phillips County	Otero County	
Pitkin County	Park County	
Rio Blanco County	Prowers County	
San Juan County	Rio Grande County	
San Miguel County	Routt County	
Sedgwick County	Saguache County	
Washington County	Summit County	
Yuma County	Teller County	

EXHIBIT F, SAMPLE OPTION LETTER

State Agency

Insert Department's or IHE's Full Legal Name

Contractor

Insert Contractor's Full Legal Name

Option Letter Number

Insert the Option Number (e.g. "1" for the first option)

Original Contract Number

Insert CMS number or Other Contract Number of the Original Contract

Option Contract Number

Insert CMS number or Other Contract Number of this Option

Contract Performance Beginning Date

Month Day, Year

Current Contract Expiration Date

Month Day, Year

Current Contract Maximum Amount

Initial Term

State Fiscal Year 20xx: \$0.00

Extension Terms

State Fiscal Year 20xx: \$0.00

State Fiscal Year 20xx: \$0.00

State Fiscal Year 20xx: \$0.00

State Fiscal Year 20xx: \$0.00

Total for All State Fiscal Years: \$0.00

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

1. 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.

2. OPTION EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or **Month Day, Year**, whichever is later.

STATE OF COLORADO

Jared S. Polis, Governor

INSERT: Name of Agency or IHE

INSERT: Name & Title of Head of Agency or IHE

By: **Name & Title of Person Signing for Agency or IHE**

Date: _____

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: **Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval**

Option Effective Date: _____

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement Regarding Undesirable

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is the intergovernmental Agreement that governs the treatment of invasive species in the public ROW between the Towns of Pitkin and Crested Butte, the City of Gunnison, and the Counties of Hinsdale and Saguache. It sets the reimbursement rates based on hours of work by County staff.

Fiscal Impact:

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\lhalligan

Discharge Date: 7/1/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 7/1/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 7/1/2025

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/7/2025

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 7/15/2025

**INTERGOVERNMENTAL AGREEMENT
REGARDING UNDESIRABLE PLANT MANAGEMENT
2025**

THIS AGREEMENT, made and entered this _ day of _____, 2025, by and among the Board of County Commissioners of Gunnison County ("Gunnison County"), the Board of County Commissioners of Saguache County ("Saguache County"), the Board of County Commissioners of Hinsdale County ("Hinsdale County"), the Town of Crested Butte, City of Gunnison, and the Town of Pitkin all of which are either a County, or a statutory or home rule city, or a statutory town or home rule town, or a territorial charter municipality, and all of which are organized under and by virtue of the laws of the State of Colorado,

WITNESSETH:

WHEREAS, each of the party counties is obligated pursuant to C.R.S. § 35-5.5-101 *et seq.* (hereinafter referred to as the "Act") to adopt a noxious weed management plan for all of the unincorporated lands within the respective counties; and

WHEREAS, each of the party cities and towns is obligated pursuant to the Act to adopt a noxious weed management plan for all lands within the territorial limits of the respective municipalities; and

WHEREAS, each of the parties has other specified powers, authorities and obligations pursuant to the Act including but not limited to formation of undesirable plant management advisory commissions; and

WHEREAS, pursuant to C.R.S. § 29-1-201 *et seq.*, C.R.S. § 29-20-101 *et seq.*, C.R.S. § 35-5.5-105(3) and C.R.S. § 35-5.5-106(3) and other applicable law, each of the parties herein may cooperate with another party herein or other parties herein for the exercise or satisfaction of any or all of the powers, authorities and obligations granted or imposed by C.R.S. § 35-5.5-101 *et seq.*; and

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that the parties agree to cooperate among themselves for the exercise or satisfaction of any or all of the powers, authorities and obligations imposed by the Act;

NOW, THEREFORE, in consideration of their mutual covenants, the parties agree as follows:

1. This Intergovernmental Agreement shall govern the relationship between the parties for the management of undesirable plants within the entirety of the Gunnison River Basin Watershed as follows:
2. a. Each of the parties hereby jointly and severally appoints the Gunnison Watershed Weed Commission, a.k.a Gunnison Basin Weed Commission (hereinafter referred to as the "Commission") as the Commission required by the Act for the Gunnison River Basin Watershed.

- b. Each of the parties hereby jointly and severally appoints the Board of County Commissioners of Gunnison County as the local authority required by the Act for the Gunnison River Basin Watershed.
 - c. The membership of the Commission shall be:
 - (i) Lorraine Rup (Gunnison County Representative);
 - (ii) _____ (Gunnison County Representative);
 - (iii) Tom Walker (Appointed by Gunnison County);
 - (iv) _____ (Vacancy, appointed by Gunnison County);
 - (v) Alice Curry (Hinsdale County Representative);
 - (vi) _____ (Saguache County Representative);
 - (vii) Ex-officio Representatives from:
Bureau of Land Management, US Forest Service, Natural Resource Conservation Service, National Park Service, City of Gunnison, Colorado Department of Parks & Wildlife, Town of Crested Butte, CSU Extension, CB Land Trust, Rocky Mountain Biological Lab, Gunnison Conservation District, and Colorado Department of Transportation.
- Each Gunnison County representative may be succeeded by a Gunnison County representative; the Saguache County representative and the Hinsdale County representative may be succeeded by a representative from their respective county.
- In the case of a tie vote, the issue shall be decided by the Board of County Commissioners of Gunnison County.
- d. The Commission shall elect a Chairman and Secretary. A majority of the members of the Commission shall constitute a quorum for the conduct of business.
 - e. The Commission shall have all of the powers and duties specified in C.R.S. § 35-5.5-107(4)(a), (b) and (c). In the event of any conflict between this Agreement and C.R.S. § 35-5.5-107, the latter shall control.
 - f. The Commission shall consult with and report to each of the parties regarding the annual budget required to perform this Intergovernmental Agreement, the management plan, management criteria, management practice and any other major decision or recommendation of the Commission. Such consultation and reporting shall not necessarily be in person but may be in writing or by telephone.
3. The parties hereto authorize Gunnison County to be the sole and final authority to approve, modify and supervise the day-to-day conduct and provision of services required by this Intergovernmental Agreement including, but not limited to, the authority to select, contract with, and compensate the personnel, including administrative personnel, public or private, who shall perform the work necessary to accomplish the ends of the Act. Each of the parties expressly authorizes Gunnison County to enter into such contracts and

provide such compensation on behalf of that respective party providing that such actions do not require expenditures exceeding the annual budget.

4. Gunnison County will furnish to each of the parties an annual report of activities, costs and expenses of personnel, including administrative personnel, who perform the work necessary to accomplish the ends of the Act.
5. Gunnison County will charge a rate of \$117.50/hour for noxious weed management, including all associated labor, equipment, materials, and administration. Each of the parties agrees to pay or to reimburse Gunnison County, no later than December 31, 2025, for a share of such activities, costs and expenses as follows:

Hinsdale County -	\$ 1,880.00 (16 hours)
Saguache County -	\$ 3,055.00 (26 hours)
Town of Crested Butte -	\$ 12,913.00 (110 hours)
City of Gunnison -	\$ 1,410.00 (12 hours)
Town of Pitkin -	\$ 353.00 (3 hours)

Each party shall be ultimately and solely responsible for all additional costs required for control of undesirable plants pursuant to C.R.S. § 35-5.5-109 within the jurisdiction of that party. If scheduling allows, Gunnison County may be available for weed management work, in addition to the hours listed above, at the same hourly rate.

Payments to Gunnison County shall be in the form acceptable to Gunnison County.

6. No provision of this Agreement is or shall be construed to be a waiver of sovereign immunity pursuant to C.R.S. § 24-10-104. Each party hereto shall be responsible to defend itself, at its sole cost, in any action or claim arising from or under any activity pursuant to this Agreement. Neither Gunnison County nor any of its officers, employees or agents shall have any liability whatsoever under this Agreement different in any kind or nature whatsoever than any other party or officer, employee or agent of any other party.
7. The term of this Agreement shall be from January 1, 2025, through December 31, 2025, with work performed during May 1 through October 30, 2025. Any party may terminate its participation in this Agreement upon ninety (90) days written notice, by certified mail, to each of the other participating parties. Such termination shall require a cessation of activity under this Agreement within the jurisdiction of the terminating party but shall not require, in any circumstance, a return or reimbursement to the terminating party of moneys already paid pursuant to paragraph 5 above.
8. This Agreement may be signed in a series of originals; that is, not all of the parties are required to sign a single original. This Agreement becomes effective to a particular party upon its signature to an original.

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF SAGUACHE COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

CITY OF GUNNISON

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF HINSDALE COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF CRESTED BUTTE

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF PITKIN

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF SAGUACHE COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

CITY OF GUNNISON

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF HINSDALE COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF CRESTED BUTTE

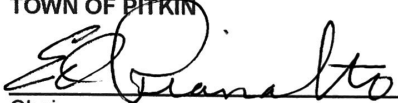
Chairperson

ATTEST:

Deputy Clerk

Date: _____

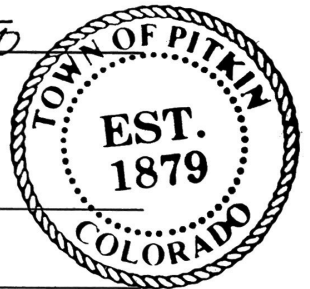
TOWN OF PITKIN


Chairperson

ATTEST:


Deputy Clerk

Date: 5/25/2025



**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY**

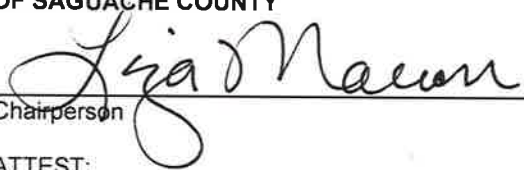
Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF SAGUACHE COUNTY**



Chairperson

ATTEST:



Deputy Clerk

Date: 5/20/25

CITY OF GUNNISON

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF HINSDALE COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF CRESTED BUTTE

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF PITKIN

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF SAGUACHE COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

CITY OF GUNNISON

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF HINSDALE COUNTY**

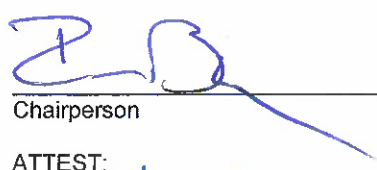
Chairperson

ATTEST:

Deputy Clerk

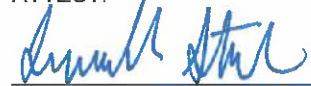
Date: _____

TOWN OF CRESTED BUTTE



Chairperson

ATTEST:



Deputy Clerk

Date: June 16, 2025

TOWN OF PITKIN

Chairperson

ATTEST:

Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY

Chairperson

ATTEST:

Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF SAGUACHE COUNTY

Chairperson

ATTEST:

Deputy Clerk

Date: _____

CITY OF GUNNISON

Chairperson

ATTEST:

Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF HINSDALE COUNTY

Kristin M. Barberis

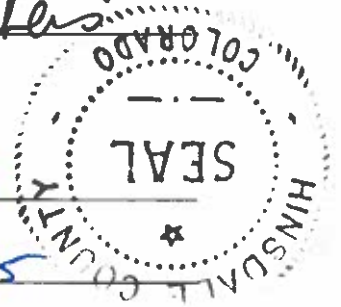
Chairperson

ATTEST:

Jean Rabinowitz

Deputy Clerk

Date: *May 21, 2025*



TOWN OF CRESTED BUTTE

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF PITKIN

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF SAGUACHE COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

CITY OF GUNNISON



Chairperson

ATTEST:

Deputy Clerk

Date: MAY 12, 2025

**BOARD OF COUNTY COMMISSIONERS
OF HINSDALE COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF CRESTED BUTTE

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF PITKIN

Chairperson

ATTEST:

Deputy Clerk

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; De Loera Cleaning

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Contract for janitorial services at the Zugelder building

Fiscal Impact: 20,400

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

☒

Required

☐

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 7/8/2025

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 7/8/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/8/2025

Certificate of Insurance Required

Yes ☒

No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/10/2025

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 7/15/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 1st day of July 2025, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and De Loera Cleaning LLC, whose address is 2388 State Hwy 135 #14 Gunnison, CO 81230 (herein “Contractor”).

RECITALS

The Contractor desires to provide professional services regarding according to this Agreement as set forth below (“Services”):

Service	Frequency	Monthly Cost	Annual Cost
Regular Cleaning	3x per week	\$1,700	\$20,400
Annual Deep Cleaning	1 per year	Included	Included
Event Cleaning	As requested	\$100 per event	Billed Separately

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on July 1st 2026, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

80% of Gunnison County employees will rate janitorial services as "good" or "excellent" on the annual employee survey.

4. 4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Twenty Thousand Four Hundred No/100 U. S. Dollars (\$20,400). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

7. INDEMNIFICATION.

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

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

unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

8. DISCRIMINATION.

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

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

10. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or in part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

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

11. DELEGATION AND ASSIGNMENT.

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

12. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

13. OWNERSHIP OF PROPERTY.

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

14. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.
- e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.
- f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and

indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

15. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

16. NO THIRD-PARTY BENEFICIARY.

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

17. CONFLICT OF INTEREST.

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

18. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any

other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

19. NOTICES.

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

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

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

Contractor: De Loera Cleaning LLC
 2388 State Hwy 135 #14
 Gunnison CO, 81230

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

20. GOVERNING LAW.

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

21. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

22. ENTIRE AGREEMENT.

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

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

23. RECORDS.

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

24. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

Deputy County Clerk

CONTRACTOR

By: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment; Option Letter #2; 2025*0120; Healt

Action Requested: Other Board acknowledgement

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

Term Begins: 7/1/2024

Term Ends:

Grant Contract #: 2025*0120

Summary:

PHEP grant option letter #2 provides funding for one month (July 1-31, 2025) that will provide for staffing/activities support in the month of July. Additional funding/contract extension is expected for 8/1/2025

Fiscal Impact: \$2,959.00

Submitted by: Joni Reynolds

Submitter's Email Address: jreynolds@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\lhalligan

Discharge Date: 7/3/2025

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 7/3/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/3/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/7/2025



Consent Agenda



Regular Agenda



Worksession

Time Allotted: 0

Agenda Date: 7/15/2025

STATE OF COLORADO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
OPTION LETTER #2

State Agency: Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Original Contract Number: 2025*0120 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: 2025*0120 Option Letter #2
Contract Performance Beginning Date: July 01, 2024	Current Contract Expiration Date: August 31, 2025

CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2025*0120	\$47,426.00	\$0.00	\$0.00	7/1/2024-6/30/2025	\$47,426.00
Amendment #1	2025*0120	\$0.00	\$0.00	\$0.00	9/10/2024-6/30/2025	\$0.00
Option Letter #1	2025*0120	\$0.00	\$0.00	\$0.00	7/1/2025-8/31/2025	\$0.00
Option Letter #2	2025*0120	\$2,959.00	\$0.00	\$0.00	7/1/2025-7/31/2025	\$2,959.00
Current Contract Maximum Cumulative Amount						\$50,385.00

1. OPTIONS:

- A. Option to change the quantity of Services under the Contract

2. REQUIRED PROVISIONS:

- A. 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 provide funding to continue the work.
- B. 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.

STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director DocuSigned by:  2C13912416524B1... By: Signature chelsea gilbertson Name of Executive Director Delegate Procurement & Contracts Section Title of Executive Director Delegate 2025-06-29 Date: _____	In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD DocuSigned by:  73365F4A4A084BC... By: Signature kurt williams Name of State Controller Delegate Controller Title of State Controller Delegate Option Letter Effective Date: 2025-06-30
---	---

FOR SUBRECIPIENTS ONLY

This is a supporting document for Contract Number: CT 2025-0120

The updated information provided here does not modify the original contract or original task order in any way. The information provided here informs the grantee of updated items that are required under 2 CFR 200.332.

Data Required by 2 CFR 200.332 (All pass through entities must ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward. If any of these data elements change, the changes are to be reflected in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide the unavailable information when it is obtained.):

- A. Subrecipient name (which must match the name associated with its unique entity identifier):
Shown in Contractor box on cover page of original contract and subsequent modifications.
- B. Subrecipient's unique entity identifier: NSN9FAGKEDJ9
- C. Federal Award Identification Number (FAIN): NU90TU000029
- D. Federal Award Date (when Federal award was signed by authorized official of the Federal awarding agency): 06/13/2024
- E. Subaward Period of Performance Start and End Date: Start date shown on cover page of original contract and end date shown on cover page of original contract, as updated by any subsequent modifications.
- F. Subaward Budget Period Start and End Date: Start date shown on cover page of original contract and end date shown on cover page of original contract, as updated by any subsequent modifications.
- G. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient:
Shown on Budget Exhibit in column matching this contract modification.
- H. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: Shown on cover page of this contract modification and on Budget Exhibit.
- I. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:
Shown on cover page of this contract modification and on Budget Exhibit.
- J. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): This funding program aims to strengthen the capacity and capability of state, tribal, local and territorial (STLT) public health systems to prepare for, respond to and recover from public health threats and emergencies.
- K. Pass-through entity is shown on the cover page in the State Agency box. Name of Federal awarding agency: CDC Office of Financial Resources. Contact information for the awarding official of the Pass-through entity: CDPHE official is Stephanie Burke, stephanie.burke@state.co.us.
- L. Assistance Listing number and Title: 93.069 Public Health Emergency Preparedness, \$11,669,862.00
- M. Identification of whether the award is R&D: No
- N. Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414:
Shown on Budget Exhibit as indicated by indirect rate and amount.

ANNUAL BUDGET - EXHIBIT C
Contract Routing #: 2025-0120

Agency Name	Gunnison County HHS	Program Contact Name, Title		Lisa Bickford, Deputy EM/EPR Cod				
		Phone	970-641-7690					
		Email	lbickford@gunnisoncounty.org					
Budget Period	FY25-FY26	Fiscal Contract Name, Title		Jody Wise				
		Phone	970-641-7679					
		Email	jwise@gunnisoncounty.org					
Project Name	OEPR-PHEP							
Expenditure Categories								
Personnel Services / Salaried Employees								
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	CURRENT	OL #2	NEW AWARD AMT	
					\$ -			
Personnel Services / Hourly Employees								
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project				
EPR Coordinator	Complete EPR PHEP Deliverables - 12 hours/week for 52 weeks	\$ 37.71	\$ 13.50	624.00	\$ 33,417.04	\$ 2,084.75	\$ 35,501.79	
Public Health Nurse	Complete Communicable Disease PHEP Deliverables - 4 hrs/week for 52 weeks	\$ 40.02	\$ 6.60	208.00	\$ 9,696.96	\$ 605.02	\$ 10,301.98	
Total Personnel Services (including fringe benefits)					\$ 43,114.00	\$ 2,689.77	\$ 45,803.77	
Supplies & Operating Expenses								
Item	Description of Item	Rate	Quantity					
Supplies & Operating	Communicable Disease and EPR Operating Supplies	\$ 1.00	1000		\$ -		\$ -	
Total Supplies & Operating Expenses					\$ -		\$ -	
Travel								
Item	Description of Item	Rate	Quantity					
Hotel	Hotel for conference, training, or exercise for EPR coordinator or PH Nurse	\$ 200.00	2		\$ -		\$ -	
Meals	Meals during travel for conference, training, or exercise	\$ 62.00	1		\$ -		\$ -	
Total Travel					\$ -		\$ -	
Contractural (payments to third parties or entities)								
Contractor Name	Description of Work	Rate	Quantity					
					\$ -		\$ -	
Total Contractors/Consultants					\$ -		\$ -	
TOTAL DIRECT COSTS (TDC)					\$ 43,114.00	\$ 2,689.77	\$ 45,803.77	
Less: Expenses per OMB 2CFR § 200								
Contractor in excess of \$25,000					\$ -			
SubAward in excess of \$25,000								
Rent					\$ -			
Equipment					\$ -			
Other Unallowable Expenses					\$ -			
Total Reduction Expenses					\$ -			
MODIFIED TOTAL DIRECT COSTS (MTDC)					\$ 43,114.00	\$ 2,689.77	\$ 45,803.77	
Indirect Costs					Annual Budget			
Indirect Cost	Description of Item	Percentage			Total Amount Requested from DCPHR			
Indirect Approved Rate (MTDC)					\$ -			
Other Indirect					\$ -			
Reduced Rate	10% (Chooses to use lower rate)	10%			\$ 4,311	\$ 269	\$ 4,580	
Total Indirect					\$ 4,311.40	\$ 269.00	\$ 4,580.40	
TOTAL					\$ 47,426.00	\$ 2,959.00	\$ 50,385.00	

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

1. PROJECT DESCRIPTION

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

2. PAYMENT

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

3. PERFORMANCE PERIOD

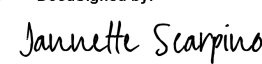
Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

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

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR		STATE OF COLORADO	
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		Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director	
DocuSigned by:  D9072677079D4CD... By: Signature Jonathan Houck Name of Person Signing for Contractor Chair-Gunnison BOCC Title of Person Signing for Contractor Date: 2024-06-18		DocuSigned by:  2C13012416524B1... By: Signature Chelsea Gilbertson Name of Executive Director Delegate Procurement & Contracts Section Title of Executive Director Delegate Date: 2024-06-18	
In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD DocuSigned by:  8CA04B14546748A... By: Signature Jannette Scarpino Name of State Controller Delegate Chief Financial Officer Title of State Controller Delegate Effective Date: 2024-06-18			

-- Signature Page End --

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

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

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

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

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

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

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

2. Time Limit For Acceptance Of Deliverables.

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

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

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

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

STATEMENT OF WORK

To Original Contract Number: 2025*0120

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

I. Project Description:

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

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

II. Definitions:

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

III. Work Plan:

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

Sub-Activities #1	1. The Contractor shall create or update a local public health response plan to maintain access to the following trained, response-ready personnel: a. Staff who monitor routine jurisdictional public health disease surveillance systems; EpiTrax b. Ad-hoc response systems c. Staff who are trained to conduct routine disease investigations to include: i. Case reporting ii. Outbreak reporting d. Staff who can support surge requirements in response to disease-related events. e. Staff who can respond to emergencies that threaten public health to include; i. immediate after-hours response to high risk disease situations
Sub-Activities #2	1. The Contractor shall create or update a local public health response plan for disease events that includes: a. Processes for requesting additional assistance when disease response exceeds local capacity.
Sub-Activities #3	1. The Contractor shall maintain accurate disease investigation data. a. The Contractor shall enter complete, accurate information from Local Public Health Agency (LPHA) conducted disease investigations into the designated statewide surveillance system. b. The Contractor shall complete data entry within three business days of investigation or interview. i. If during urgent responses requiring more timely data submission, additional time will be granted 2. The Contractor shall maintain complete and accurate outbreak investigation data. a. The Contractor shall enter complete information from Local Public Health Agency (LPHA) conducted outbreak investigations into the designated statewide surveillance system EpiTrax (or ad-hoc response systems as necessary). b. The Contractor shall complete data entry within three business days of investigation or interview. i. If during urgent responses requiring more timely data submission, additional time will be granted.
Sub-Activities #4	1. The Contractor shall assess disease investigation metrics reports provided to them. a. The Contractor shall resolve any issues identified in the investigation metrics reports. b. The Contractor shall record each disease investigation metrics report issue resolution in the Grant Reporting Spreadsheet.
Sub-Activities #5	1. The Contractor shall provide timely, complete, Outbreak Reports for LPHA led outbreaks for the following: a. Initial Outbreak Report. b. Final Outbreak Report.
Sub-Activities #6	1. The Contractor shall provide timely, complete National Outbreak Reporting System (NORS) forms for the following outbreaks led by the LPHA: a. Waterborne and foodborne disease outbreaks. b. Enteric disease outbreaks transmitted by: i. contact with environmental sources ii. contact with infected people or animals iii. through an indeterminate/unknown mode

Sub-Activities #7	1. The Contractor shall respond to incidents with public health implications within their jurisdiction in order to implement appropriate disease control and mitigation activities to include immediate responses to high risk disease situations outside of normal business hours.
Sub-Activities #8	1. The Contractor shall review response to recent disease events. a. Data shall be reviewed from COVID-19. b. Other recent communicable disease event responses: i. lessons learned shall be identified ii. best practices shall be identified 2. The Contractor shall summarize the review to inform future updates to infectious disease response and pandemic plans.
Primary Activity #2	The Contractor shall assess public health surveillance data to assist with the prompt identification of potentially hazardous health situations to enable rapid decision making and information sharing for the protection of community health.
Sub-Activities #1	1. The Contractor shall maintain awareness of communicable disease trends in their jurisdiction. a. The Contractor shall regularly assess trends in surveillance data for their jurisdiction. b. The Contractor shall assess how social determinants of health influence disease trends in their jurisdiction. c. The Contractor shall attend statewide Communicable Disease Epi Update calls. d. The Contractor shall attend Statewide Epidemiology (Epi) Response Coordination calls during statewide response to communicable disease events.
Sub-Activities #2	1. The Contractor shall meet at least quarterly with the state Field Epidemiologist assigned to their region to discuss; a. Epidemiology activities. b. Agency epidemiology capacity.
Sub-Activities #3	1. The Contractor shall present public health data and concepts with community stakeholders, a minimum of every six (6) months for the following purposes: a. To enhance early detection of infectious disease outbreaks, b. To enhance rapid response to disease outbreaks, c. To improve the management of infectious disease outbreaks, d. To improve the management of novel emerging disease threats. 2. Sharing activities include but are not limited to: a. Sharing public health data trends through a newsletter. b. Sharing public health data through a website. c. Discussing the agency's epidemiological response plan with community response stakeholders. d. Reviewing an outbreak investigation with community stakeholders. e. Reviewing the role of epidemiology in emergency preparedness and response. f. Sharing epidemiological tools that can be used in emergency preparedness and response.

Sub-Activities #4	1. The Contractor shall support disease control activities among people at higher risk of communicable disease infections through collaboration and planning with stakeholders such as: a. Organizations supporting people experiencing homelessness. b. Correctional facilities (excluding state and federal facilities). c. Organizations supporting populations >65 years. d. Organizations supporting food security. e. Schools. f. Childcare facilities. g. Organizations supporting seasonal workers. h. Organizations supporting migrant populations. i. Organizations supporting people with behavioral health needs. j. Organizations supporting people with disabilities. k. Organizations supporting people with other chronic health conditions. l. Organizations supporting other diverse populations with a disproportionate burden of disease risk, morbidity, or mortality.
Goal #2: To increase capacity for preparedness, response and recovery during public health emergencies.	
Objective #1: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through exercises.	
Primary Activity #1	The contractor shall respond to quarterly redundant communication drills conducted by the Office of Emergency Preparedness and Response (OEPR)
Sub-Activity #1	1. Response to quarterly redundant drills may be made by one or more of the following methods: a. Email b. Phone c. SMS text d. Radios
Primary Activity #2	The contractor shall respond to quarterly Communicable Disease after-hour drills conducted by the Communicable Disease Branch (CDB)
Sub-Activity #1	1. Response to quarterly after-hour drills may be made by one or more of the following methods: a. Phone b. SMS Text Message
Primary Activity #3	The Contractor shall update the LPHA Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE)
Sub-Activity #1	1. All fields in the LPHA Contact List in the Colorado State Health and Readiness Exchange (CO-SHARE) a minimum of two (2) times per year 2. The LPHA list shall also be updated when: a. Contact information changes. b. Operating hours change. c. New Emergency Preparedness & Response (EPR) staff are added. d. Primary Communicable Disease staff change.
Primary Activity #4	The Contractor shall complete an individual agency or local level Health Alert Network (HAN) Assessment.

Primary Activity #5	The Contractor shall participate in a 4th quarter HAN drill with OEPR.
Primary Activity #6	The Contractor shall utilize the Colorado Volunteer Mobilizer (CVM) system for a minimum of two (2) disaster drills or events.
Primary Activity #7	The Contractor shall participate in quarterly redundant 800 MHz radio communication drills.
Primary Activity #8	The Contractor shall develop a discussion-based exercise that addresses a priority jurisdictional risk.
Sub Activity #1	1. Exercises shall be selected from one of the following options that best meets their jurisdictional needs: a. Seminar b. Workshop c. Tabletop Exercise d. Game
Primary Activity #9	The Contractor shall conduct their discussion-based exercise that addresses a priority jurisdictional risk with their emergency response team.
Sub Activity #1	1. The Contractor shall create an After Action Report and Improvement Plan following the exercise.
Primary Activity #10	The Contractor shall coordinate with the HCC Readiness and Response Coordinator (RRC) designee to engage the ESF #8 support function for emergencies that are a threat to the public health & healthcare system.
Objective #2: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through training.	
Primary Activity #1	The Contractor shall participate in an Access and Functional Needs (AFN) training.
Primary Activity #2	The Contractor shall identify staff who have been trained as primary CVM administrator.
Objective #3: No later than the expiration date of the Contract, improve public health preparedness, response, and recovery activities through planning.	
Primary Activity #1	The Contractor shall develop documentation identifying the LPHA and Emergency Support Function 8 (ESF8) - Public Health and Medical role during a mass care event within your jurisdiction.
Primary Activity #2	The Contractor shall develop documentation identifying the LPHA and Emergency Support Function 8 (ESF8) - Public Health and Medical role during a mass fatality event within your jurisdiction.
Primary Activity #3	The Contractor shall document meetings with the local Emergency Manager to discuss planning and Public Health/Emergency Management coordination during responses at least once per quarter.
Primary Activity #4	The Contractor shall participate in public health preparedness, response, or recovery related conferences at the discretion of the Contractor.

Primary Activity #5	The Contractor shall complete a Budget Period 1 (BP1) Action Plan.
Sub-Activities #1	1. The Contractor shall meet quarterly with their CDPHE Field Manager to discuss; a. Priority areas identified b. Quarterly progress.
Primary Activity #6	The Contractor shall conduct a comprehensive review of the Public Health Emergency Operations Plan (PHEOP).
Sub-Activities #1	1. Reviews shall include: a. Additions or updates from the current hazard vulnerability assessment b. After action reports.
Primary Activity #7	The Contractor shall complete an All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP) that shall include Progressive exercise planning.
Sub-Activities #1	1. The Contractor shall complete one of the following: a. The contractor shall update their existing MYIPP plan. b. The contractor shall develop a new MYIPP plan.
Primary Activity #8	The Contractor shall participate in a Risk Assessment.
Primary Activity #9	The Contractor shall revise their communication plan for response related efforts that engage ESF8 for emergencies that are a threat to the public health and healthcare system.
Sub-Activities #1	1. The contractor shall define the roles of the following response partners in communication plans that engage ESF #8: a. ESF8 Lead b. HCC RRC c. OEPR Field Manager
Standards and Requirements	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 comply with primary disease case investigation responsibilities for local or state public health agencies and the public health response timelines outlined in the CDPHE Communicable Disease Manual https://cdphe.colorado.gov/communicable-disease-manual in the “Public Health Reportable Condition Investigation Guidance” (https://drive.google.com/file/d/1ouXj7pHmp912S8DLhgLQkwcOK6rYAe_Q/view). This document and website are incorporated and made part of the contract by reference and are available on the following website: https://cdphe.colorado.gov/communicable-disease-manual 3. The Contractor shall use statewide guidance and best practice in investigation of disease and outbreaks, including exposure monitoring. Guidance for many conditions can be found in the CDPHE Communicable Disease Manual: (https://cdphe.colorado.gov/communicable-disease-manual). Guidance may evolve and be adapted for changing responses or new pathogens. The CDPHE Communicable Disease Branch (CDB) will provide the most up to date guidance as needed. 4. The Contractor shall report cases, contacts, or exposures of reportable conditions that require investigation outside of the jurisdiction into EpiTrax or ad-hoc response surveillance systems within one working day of Contractor knowledge of the case, contact, or exposed individual or immediately by phone to CDPHE for high risk conditions. 5. The Contractor shall comply with reporting requirements when completing the CDC National Outbreak Reporting System (NORS) forms and Outbreak Reports. This

	information is incorporated and made part of this contract by reference and is located on the CDPHE website https://cdphe.colorado.gov/infectious-disease-guidelines/outbreak-investigation-guidelines 6. CDPHE will provide the contractor access to the Grant Reporting Spreadsheet and CO-SHARE. 7. CDPHE will provide disease investigation metrics reports to the contractor. 8. The Contractor shall attend a minimum of 80% of the bi-monthly epidemiologist conference calls. 9. CDPHE will record and monitor attendance of the bi-monthly epidemiologist conference calls. 10. CDPHE will supply disease reporting and investigation metrics reports in August 2024 and February 2025. 11. The Contractor shall resolve issues related to missing data for disease and outbreak investigation in Epi Trax or ad hoc surveillance systems for conditions and outbreaks investigated by the LPHA no later than two (2) weeks after receiving a missing data report. 12. The Contractor shall consult with CDPHE if they are unable to meet the target for completing timely investigations for conditions with primary LPHA investigation responsibility within the timeframe described in “Public Health Reportable Condition Investigation Guidance” or in other response specific guidance. This target is 90% of all cases interviewed within the designated time frame for that condition from the date the case was assigned to a county in EpiTrax. 13. The Contractor shall comply with CDPHE requirements in the use of EpiTrax and ad-hoc response systems for data reporting including timely, complete data entry for required fields. 14. The Contractor shall comply with CDPHE requirements for outbreak reporting. 15. A high risk disease situation is one where the public health agency must make timely decisions or perform timely actions to prevent additional disease spread. Examples include but are not limited to: performing case investigation for an immediately reportable disease/condition in order to offer post-exposure prophylaxis to contacts, investigating a potential bioterrorism agent, and implementing immediate disease control measures for an ongoing outbreak. 16. The Contractor shall comply with the investigation expectations described in the 2023 FoodNet Expansion Plan (https://docs.google.com/document/d/1UJlnx8uQvSChJAY_3wjpVG4XyuL2pnkLgYGARazxuSg/edit?usp=sharing) by achieving the expectations described for LPHA led interviews or opting to have CDPHE EDIT conduct FoodNet interviews. 17. The intent of individual agency HAN drills is to assess existing HAN agency infrastructure and identify gaps or inefficiencies in communications systems. 18. The Contractor shall adhere to Homeland Security Exercise & Evaluation Program (HSEEP) principles for exercises and planning. 19. The Contractor shall align exercises with the PHEP Exercise Framework provided by CDPHE via CO-Share. 20. CDPHE-OEPR will provide HSEEP exercise templates, including a template for a situation manual and After Action Report/Improvement Plan (AAR/IP) via CO-Share by September 30, 2024. 21. CDPHE will provide technical assistance to support exercise planning, upon request. 22. The Contractor shall complete an AAR/IP within 90 days from any event, exercise or real world, in CO-SHARE. 23. The Contractor shall include the HCC RRC designee in preparing for, responding to, recovering from emergencies that are a threat to the medical system. 24. The Contractor shall include HCC roles and responsibilities in response documentation to include: a. Situational Awareness b. Communications c. Coordination 25. Response documentation may include: a. Plans b. Annexes c. Procedures d. Policies
--	---

	e. Algorithms f. Concepts of Operations g. AAR/IP 26. Presentation reports shall include the date of presentation and brief topic synopsis via the Grant Reporting spreadsheet. 27. CDPHE-OEPR will provide the dates and locations of the Division of Homeland Security and Emergency Management (DHSEM)'s Access and Functional Needs Road Show as an option for completion of this deliverable. 28. Contractors with 10 or more FTE must also identify an alternate CVM administrator. 29. The Contractor's CVM administrators shall: a. Have completed CVM administrator training within the past 24 months b. Signed the annual confidentiality agreement c. Be recognized by CDPHE as a CVM administrator 30. CDPHE will provide quarterly CVM administrator training for LPHAs. 31. CDPHE shall require CVM reports after mission drills or real events. 32. CDPHE will provide a mass care template via CO-Share by July 1, 2024. 33. The Contractor shall use the Mass Care Template when documenting mass care events. 34. CDPHE will provide a mass fatality template via CO-Shae by July 1, 2024. 35. The Contractor shall use the Mass Fatality Template when documenting mass care events. 36. The Contractor shall identify four (4) priority areas in the BP1 Action Plan which will be provided by CDPHE via CO-Share. 37. CDPHE-OEPR will provide an Action Plan Template by July 1, 2024. 38. The Contractor shall include the HCC RRC designee, their roles and responsibilities, in the PHEOP for response that engages ESF #8. 39. The Contractor shall demonstrate participation in the All-Hazards Multi-Year Integrated Preparedness Plan (MYIPP) by submitting a MYIPP that addresses plans, training and exercising for prioritized jurisdictional risks. 40. The Risk Assessment shall include representation for people who are disproportionately impacted by public health emergencies. 41. CDPHE-OEPR will provide a risk assessment template by July 1, 2024. 42. The Risk Assessment can be for the jurisdiction or region. 43. For Local Public Health Agencies (LPHAs) serving the ESF #8 lead role, communication plans must describe how response partners are included in all notification methods. CDPHE will provide a link to the Emergency Support Functions via CO-Share.	
Expected Results of Activity(s)	Colorado public health agencies will improve their ability to respond to public health emergencies and related events to which a public health response is necessitated.	
Measurement of Expected Results	1. NORS forms are complete. 2. Outbreak Summary Reports are complete. 3. Disease investigations conducted by the Contractor are timely and complete. 4. The Grant Reporting spreadsheet is complete for all deliverables.	
		Completion Date
	1. The Contractor shall submit their local Public Health Response plan via CO-SHARE.	No later than September 30, 2024
	2. The Contractor shall submit BP1 Action Plan via CO-SHARE.	No later than September 30, 2024
	3. The Contractor shall submit a copy of the Risk Assessment via CO-SHARE	No later than December 31, 2024

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

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

IV. Monitoring:

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

V. Resolution of Non-Compliance:

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

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

Agency Name	Gunnison County Dept of HHS	Program Contact Name, Title	Lisa Bickford, Deputy EM/EPR		
		Phone	970-641-7690		
		Email	Lbickford@gunnisoncounty.org		
Budget Period	FY25	Fiscal Contract Name, Title	Jody Wise		
		Phone	970-641-7679		
		Email	jwise@gunnisoncounty.org		
Project Name	OEPR-PHEP	Date Completed	4/16/2024		

Expenditure Categories					
Personnel Services / Salaried Employees					
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested
					\$ -
Personnel Services / Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	
EPR Coordinator	Complete EPR PHEP Deliverables - 12 hours/week for 52 weeks	\$ 37.71	\$ 13.50	624.00	\$ 31,955.04
Public Health Nurse	Complete Communicable Disease PHEP Deliverables - 4 hrs/week for 52 weeks	\$ 40.02	\$ 6.60	208.00	\$ 9,696.96
Total Personnel Services (including fringe benefits)					\$ 41,652.00
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity		
Supplies & Operating	Communicable Disease and EPR Operating Supplies	\$ 1.00	1000		\$ 1,000.00
Total Supplies & Operating Expenses					\$ 1,000.00
Travel					
Item	Description of Item	Rate	Quantity		
Hotel	Hotel for conference, training, or exercise for EPR coordinator or PH Nurse	\$ 200.00	2		\$ 400.00
Meals	Meals during travel for conference, training, or exercise	\$ 62.00	1		\$ 62.00
Total Travel					\$ 462.00
Contractural (payments to third parties or entities)					
Contractor Name	Description of Work	Rate	Quantity		
					\$ -
Total Contractors/Consultants					\$ -
TOTAL DIRECT COSTS (TDC)					\$ 43,114.00
Less: Expenses per OMB 2CFR § 200					
Contractor in excess of \$25,000					\$ -
SubAward in excess of \$25,000					
Rent					\$ -
Equipment					\$ -
Other Unallowable Expenses					\$ -
Total Reduction Expenses					\$ -
MODIFIED TOTAL DIRECT COSTS (MTDC)					\$ 43,114.00
Indirect Costs					Annual Budget
Indirect Cost	Description of Item		Percentage		Total Amount Requested from DCPHR
Indirect Approved Rate (MTDC)					\$ -
Other Indirect Calculation					\$ -
<i>Reduced Rate</i>	<i>10% (Chooses to use lower rate)</i>		10%		\$ 4,311
Total Indirect					\$ 4,311.40
TOTAL					\$ 47,426.00

Exhibit D**Federal Provisions – Public Health Emergency Preparedness**

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

1) Federal Award Identification.

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

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

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

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

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

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

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

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

EXHIBIT END

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Assistance Agreement; DE-FC01-04LM00004

Fiscal Impact:

Submitted by: Holly Perry for Matthew Birnie

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 7/10/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 7/10/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/10/2025

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie

Discharge Date: 7/11/2025

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 7/15/2025

ASSISTANCE AGREEMENT

1. Award No. DE-FC01-04LM00004		2. Modification No. 0016		3. Effective Date		4. CFDA No. 81.136	
5. Awarded To GUNNISON COUNTY OF Attn: MATTHEW BIRNIE COUNTY MANAGER 200 E VIRGINIA AVENUE GUNNISON CO 81230-2248				6. Sponsoring Office OFFICE OF LEGACY MANAGEMENT LM-1 US DEPARTMENT OF ENERGY 1000 INDEPENDENCE AVENUE SW WASHINGTON DC 20585			7. Period of Performance 08/01/2004 through 07/31/2022
8. Type of Agreement ☐ Grant ☒ Cooperative Agreement ☐ Other		9. Authority 31 USC 6304 10 USC 2358			10. Purchase Request or Funding Document No. 25LM000057		
11. Remittance Address GUNNISON COUNTY OF Attn: MATTHEW BIRNIE COUNTY MANAGER 200 E VIRGINIA AVENUE GUNNISON CO 81230-2248				12. Total Amount Govt. Share: \$1,749,566.21 Cost Share : \$213,542.79 Total : \$1,963,109.00		13. Funds Obligated This action: -\$58,448.84 Total : \$1,749,566.21	
14. Principal Investigator		15. Program Manager Jeffrey N. Murl Phone: 720-880-4348			16. Administrator EMCBC US DEPARTMENT OF ENERGY EM CONSOLIDATED BUSINESS CENTER 550 MAIN STREET ROOM 7-010 CINCINNATI OH 45202		
17. Submit Payment Requests To PAYMENT - DIRECT PAYMENT FROM US DEPT OF TREASURY				18. Paying Office OR FOR HQ US DEPARTMENT OF ENERGY OAK RIDGE FINANCIAL SERVICE CENTER PO BOX 4937 OAK RIDGE TN 37831			19. Submit Reports To
20. Accounting and Appropriation Data See Schedule							
21. Research Title and/or Description of Project GROUND WATER COMPLIANCE PROJECT URANIUM MILL TAILINGS REMEDIAL ACTION GUNNISON COLORADO							
For the Recipient				For the United States of America			
22. Signature of Person Authorized to Sign 				25. Signature of Grants/Agreements Officer			
23. Name and Title Matthew Birnie, County Manager		24. Date Signed 7/10/25		26. Name of Officer Jodi L. Gordon		27. Date Signed	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DE-FC01-04LM00004/0016

PAGE OF

2

3

NAME OF OFFEROR OR CONTRACTOR

GUNNISON COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 133115220 UEI: NSN9FAGKEDJ9 ASAP: NO Extent Competed: NOT AVAIL FOR COMP Davis-Bacon Act: NO The purpose of this amendment is to deobligate the remaining funding in the amount of \$58,448.84 and close this Cooperative Agreement. This Amendment constitutes full settlement arising out of or under this agreement. The recipient by signing this amendment discharges the Government, its officers, agents and employees of and from all liabilities, obligations and claims arising out of or under this agreement. LIST OF CHANGES: Reason for Amendment: Amendment Total Amount for this Amendment: -\$58,448.84 New Total Amount for this Version: \$1,573,566.21 New Total Amount for this Award: \$1,749,566.21 Obligated Amount for this Amendment: -\$58,448.84 New Total Obligated Amount for this Award: \$1,749,566.21 Incremental Funded Amount changed: from \$1,632,015.05 to \$1,573,566.21 CHANGES FOR LINE ITEM NUMBER: 1 Total Amount changed from \$1,632,015.05 to \$1,573,566.21 Obligated Amount for this Amendment: -\$58,448.84 Incremental Funded Amount changed from \$1,632,015.05 to \$1,573,566.21 CHANGES FOR DELIVERY LOCATION: 00103 Amount changed from \$1,632,015.05 to \$1,573,566.21 NEW ACCOUNTING CODE ADDED: Account code: 01050-2021-60-301981-41020-1715202-0000000-0000000-0000000 Fund 01050 Appr Year 2021 Allottee 60 Reporting Entity 301981 Object Class 41020 Program 1715202 Project 0000000 WFO 0000000 Local Use 0000000 Quantity: 0 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-FC01-04LM00004/0016

PAGE	OF
3	3

NAME OF OFFEROR OR CONTRACTOR
GUNNISON COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: -\$58,448.84 Percent: -3.71442 Subject To Funding: N Payment Address:				

CERTIFICATE OF NON-POSSESSION

Contractor Name GUNNISON COUNTY

Contractor/Order No. DE-FC01-04LM00004

Classified/Unclassified Documents/Materials: (Check appropriate block)

- ☒ All classified/unclassified documents, materials, computer disks, and other media, created or received under this contract have been retained for future use under DOE Contract No. DE-FC01-04LM00004.
- ☐ No classified/unclassified documents or materials were created or received by company employees under this contract.
- ☐ All classified/unclassified documents, materials, computer disks, and other media created or received under this contract have been returned to DOE custody or destroyed in accordance with DOE instructions.

Government Furnished Equipment/Property: (Check appropriate block)

- ☒ No government furnished equipment/property was provided by DOE for work on this contract.
- ☐ All government furnished equipment/property provided by DOE for work on this contract has been returned to DOE custody.
- ☐ Government furnished equipment/property provided by DOE for work on this contract is being retained for future use on DOE Contract No. _____.

Personal Security Clearances and Badges: (Check appropriate block)

- ☒ No personnel security clearances were granted under this contract. All Building Access Only security badges have been returned to DOE custody.
- ☐ All personal security clearances granted under this contract have been terminated. DOE security badges for employees with terminated clearances have been returned to DOE custody.
- ☐ All personnel security clearances granted under this contract have been terminated, except for those listed on Attachment 1, which have been transferred to another DOE contract. DOE badges for employees with terminated clearances and those issued Building Access Only badges have been returned to DOE custody.

Subcontracts Settled by Prime Contractor: (Check appropriate block)

- ☒ All subcontracts have been settled by Prime Contractor
- ☐ All subcontracts have not been settled by Prime Contractor
(Provide a schedule when all will be completed.)

Matthew Birnie, County Manager
Name & Title of Signer (Print or Type)


Signature

7/10/25
Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Notice; New National Opioid Settlement; Purdue Pha

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Opioid Settlement Participation; Purdue and Sacklers

Fiscal Impact:

Submitted by: Holly Perry for Matthew Birnie

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 7/8/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/8/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie

Discharge Date: 7/10/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 7/15/2025

To: Gunnison County, CO
Rubris Reference Number: CL-1730875

**NOTICE OF NEW NATIONAL OPIOID SETTLEMENT AND UPCOMING
ACTION NEEDED TO PARTICIPATE**

This notice concerns the opportunity to participate in a proposed nationwide settlement agreement that has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids.

Please read this email and the attached document carefully. The attached document provides additional information concerning the new proposed national opioid settlement involving Purdue and the Sacklers.

Your subdivision might have participated in the national opioid settlements with Johnson & Johnson/Janssen, the three Distributors (Cardinal, AmerisourceBergen (Cencora), and McKesson), Teva, Allergan, CVS, Walgreens, and Walmart, and/or Kroger Co. Your subdivision may participate in the settlement even if it did not participate in a prior national settlement. Additionally, your subdivision may participate in the settlement whether or not it sued Purdue or the Sacklers.

In the next few weeks, you will receive additional information and documentation to sign and return if you wish to join the new proposed national opioid settlement with Purdue and the Sacklers. Please review the list of individuals on this email and contact the Implementation Administrator at opioidsparticipation@rubris.com if someone else at your subdivision should receive communications about this settlement.

Questions about this notice or the process for receiving and submitting the required Settlement Participation Forms may be directed to your attorney, the Implementation Administrator at opioidsparticipation@rubris.com, or your Attorney General's Office.

If your subdivision is represented by an attorney with respect to opioid claims and they are not copied on this message, please immediately contact them concerning this notice.

Thank you,

Implementation Administrator for the Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

***TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW
NATIONAL OPIOID SETTLEMENT.***

PURDUE PHARMA L.P. & SACKLER FAMILY SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Estate Settlement"), and a settlement of direct claims against the Sacklers held by States, local governments and other creditors (the "Direct Settlement", and together with the Estate Settlement, the "Settlement"). The Settlement contemplates that the Sacklers will be paying an aggregate of \$6.5 billion in 16 payments over 15 years, including \$1.5 billion on the settlement's Effective Date (expected to be in 2026), though some amounts are subject to discounted prepayments. These amounts are in addition to amounts available from the Purdue estate including amounts available on the Effective Date (expected to be around \$900 million) and amounts that may be paid in the future.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires the successor-in-interest of Purdue Pharma L.P. to implement safeguards to prevent diversion of prescription opioids, and also restrict certain Sacklers from directly or indirectly engaging in the manufacturing or sale of opioids, as detailed in the Settlement.

The proposed settlement has two key participation steps now that **all eligible states and territories elected to participate in the Direct Settlement.**

First, eligible subdivisions within each participating state decide whether to participate in the Direct Settlement. The Direct Settlement is documented in the Governmental Entity and Shareholder Direct Settlement Agreement, which is commonly referred to as the "GESA". The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

YOU MUST PARTICIPATE IN THE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.

Second, concurrently with the solicitation of eligible subdivisions to participate in the Direct Settlement, votes will be solicited for approval of Purdue Pharma L.P.'s bankruptcy plan, which plan will provide distributions in respect of the Estate Settlement. NOT ALL SUBDIVISIONS ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT WILL RECEIVE PACKAGES TO VOTE ON THE PLAN.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Direct Settlement with the Sacklers.

If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE DIRECT SETTLEMENT. **IT IS NOT NECESSARY TO VOTE ON THE PLAN IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.**

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Direct Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for the Direct Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in the Direct Settlement. This notice is also being sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.**

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be updated to include information about how the Settlement is being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the terms of the settlement agreements and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **September 30, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator. In order to participate in the settlement, a subdivision must sign and return the required documentation.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **September 30, 2025**.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Condominium Plat; LUC-24-00060; Dizzy Gillaspey, L

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Applicant requests approval for the replat of the existing, 4-unit Multi Family Residential Structure, into a 4-unit Condominium building.

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 7/8/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/8/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/10/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 7/15/2025



Rachael Blondy, Planner II
(970) 641-7936
rblondy@gunnisoncounty.org
www.GunnisonCounty.org

To: The Board of County Commissioners
RE: LUC-24-00060 | Condominium Plat | Dizzy Gillaspey, LLC
Memo Date: July 8, 2025
Meeting Date: July 15, 2025

The Applicant, Dizzy Gillaspey, LLC, represented by Aaron Huckstep, of Huckstep Law, requests approval for the replat of the existing, 4-unit Multi Family Residential Structure, into a 4-unit Condominium building, as shown in the attached plat - Exhibit A. Gillaspey Condominiums. This building is located at 273 Gillaspey Avenue in Crested Butte South, [Parcel # 3257-272-04-058](#). This application has been approved by the Crested Butte Property Owners Association; and was reviewed by the County Attorney's Office.

This building is located within the CB South Village Center, which allows for multifamily residential dwelling units. It was originally constructed in 1999 as a mixed-use structure with two two-bedroom units above and a commercial shop space below, per BP-98-00194. In 2021, it was converted into a multi-family building with four two-bedroom units under BP-21-00364. The applicants are looking replat the units as condominiums so that individual units may be sold and to help simplify management of the property. No improvements are proposed as part of this application.

Staff has reviewed the application for compliance with the applicable standards outlined in LUR Section 5-103: A. *General Standards*:

1. *COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution. **The application complies with all applicable standards.***
2. *COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area. **The application is located in the CB South Village Center, which allows for multifamily residential dwelling units. Other condominiums exist in the surrounding area.***

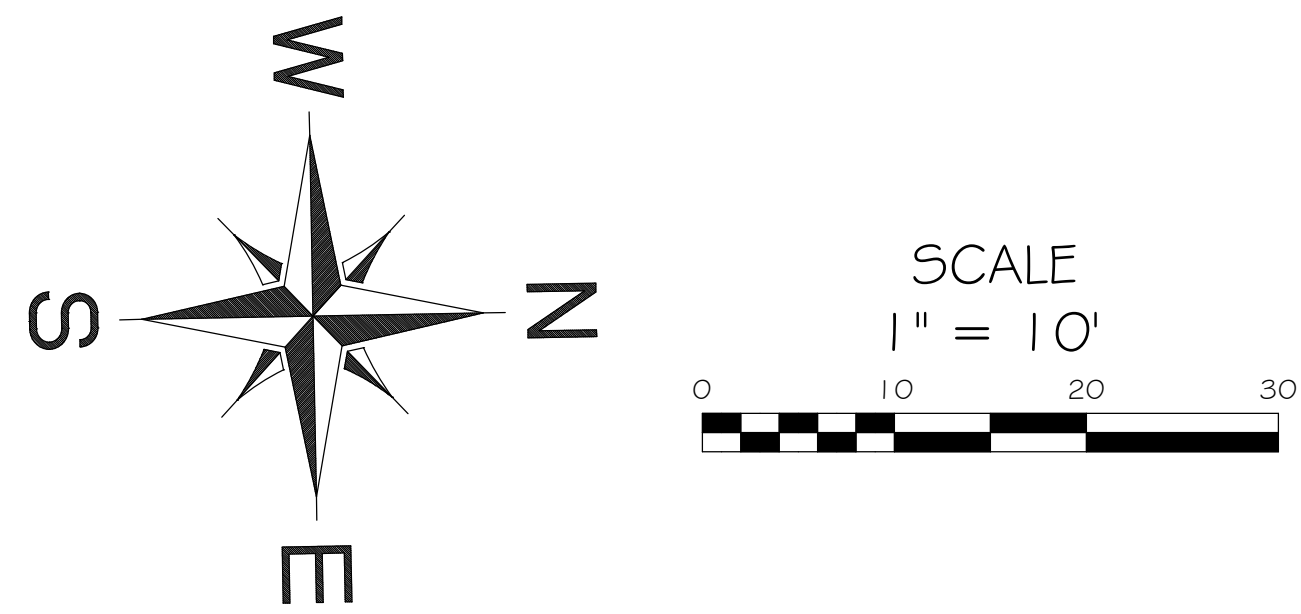
The application complies with the standards of [Land Use Resolution](#) Section 5-104.K *Specifications for Condominium/Townhome Plats*.

Thank you,
Rachael Blondy

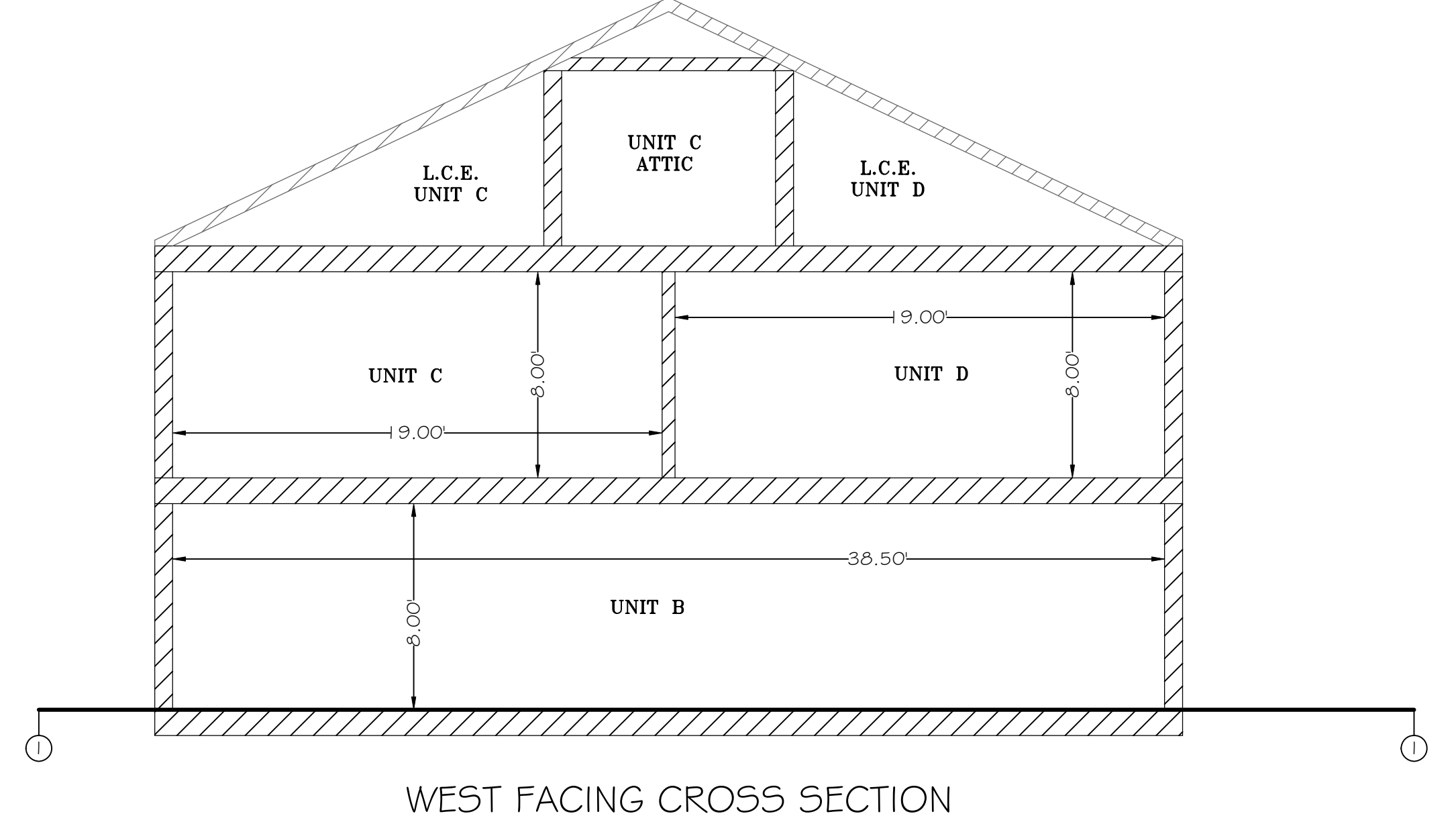
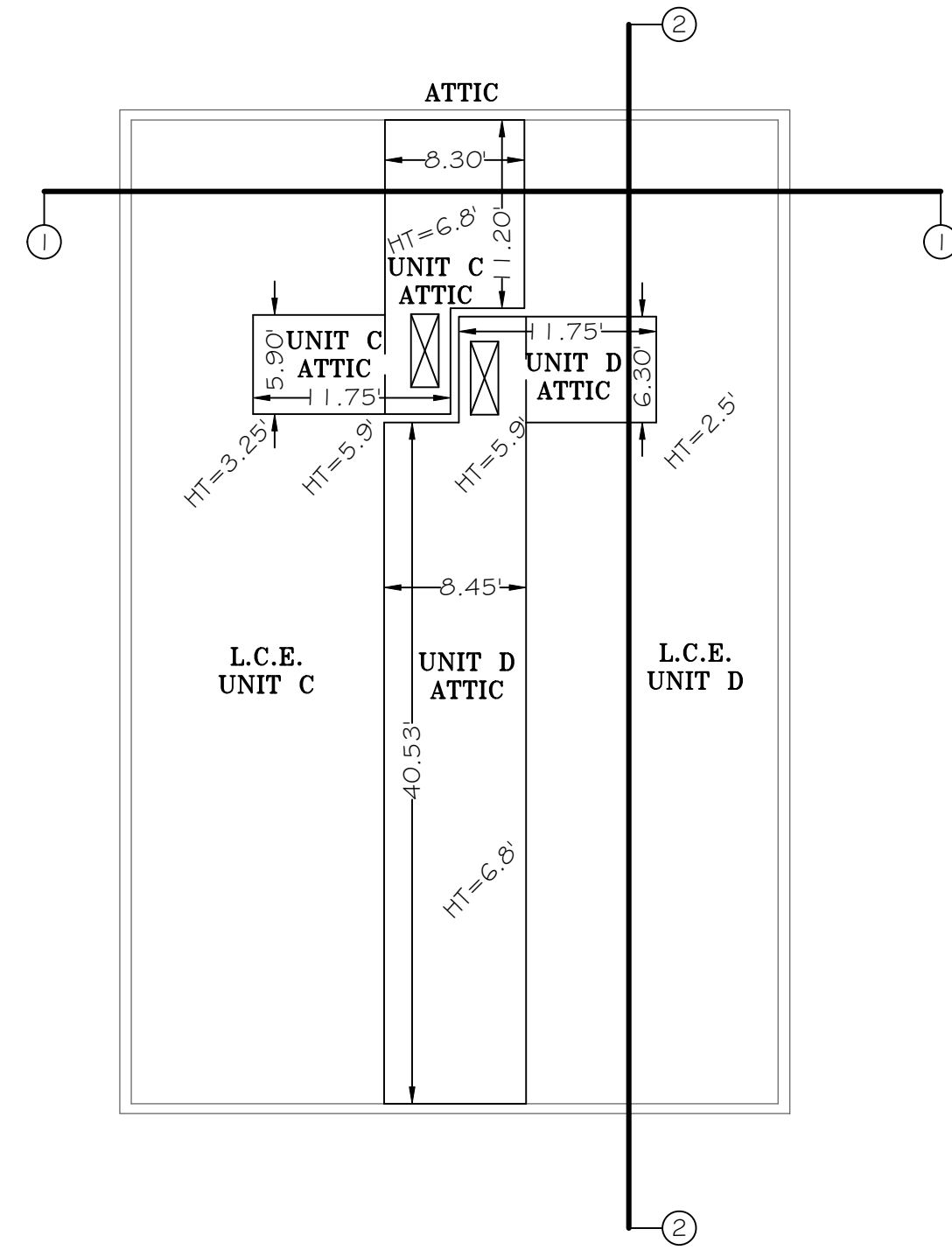
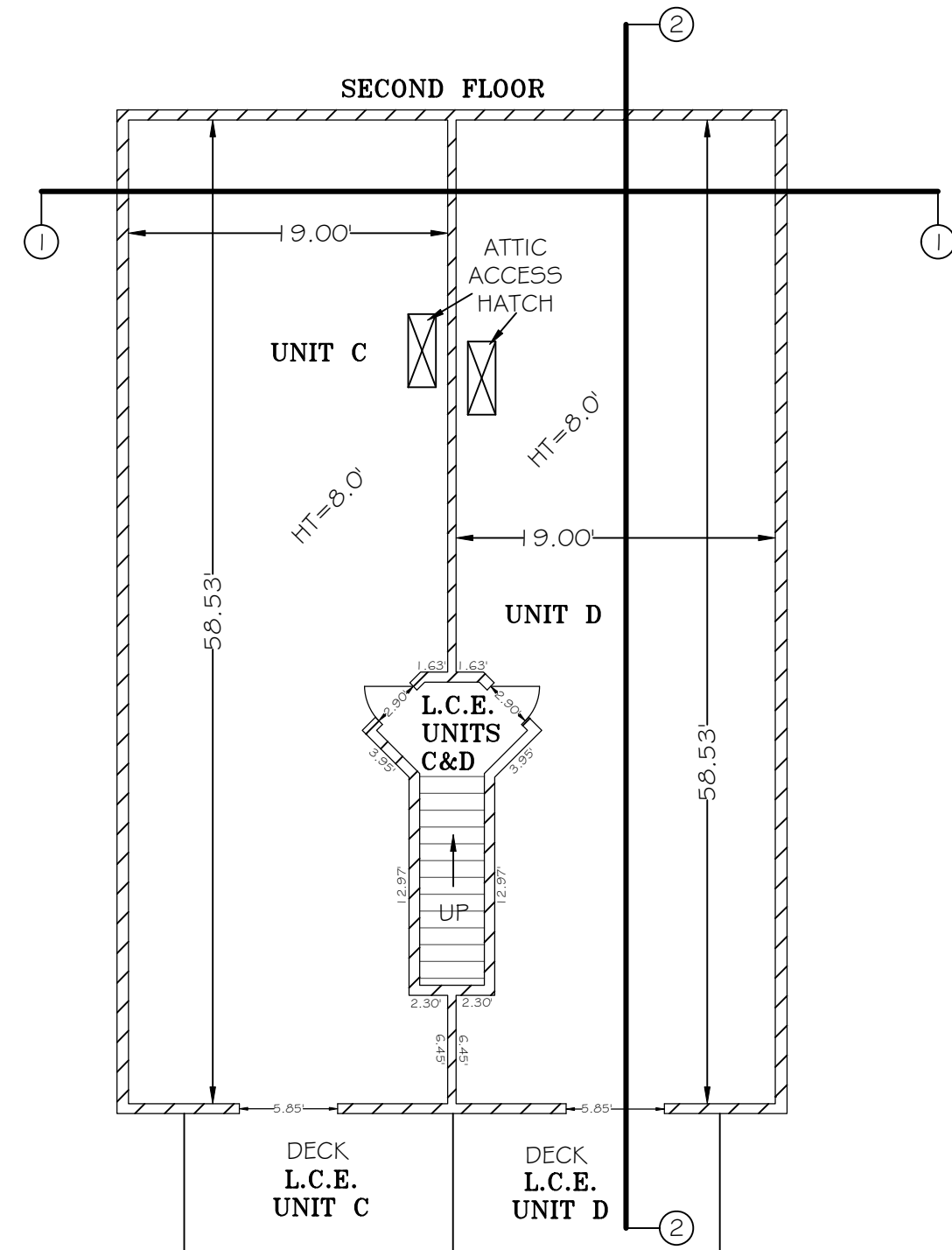
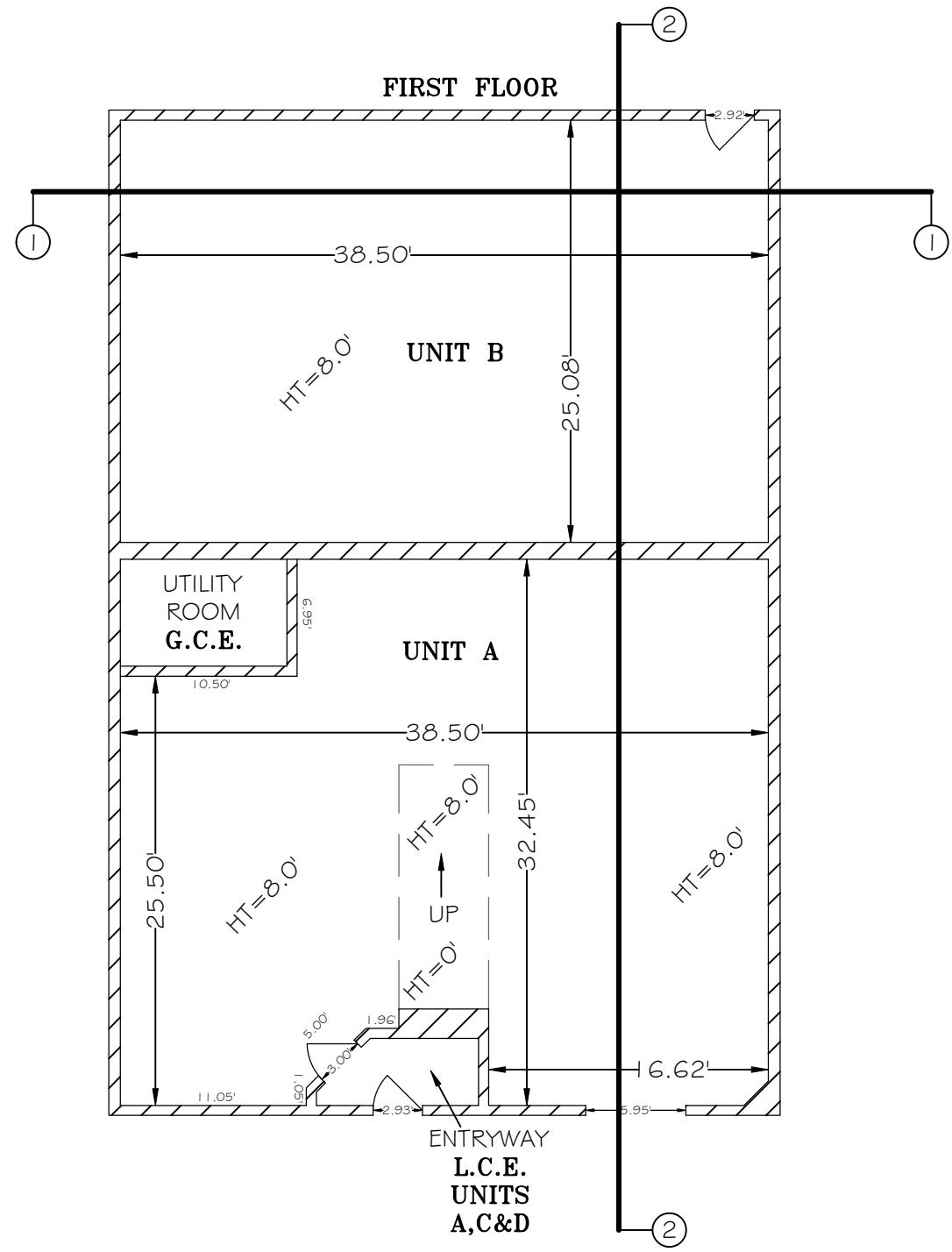
Exhibits

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-24-00060 . Click on "Attachments".

A. Plat

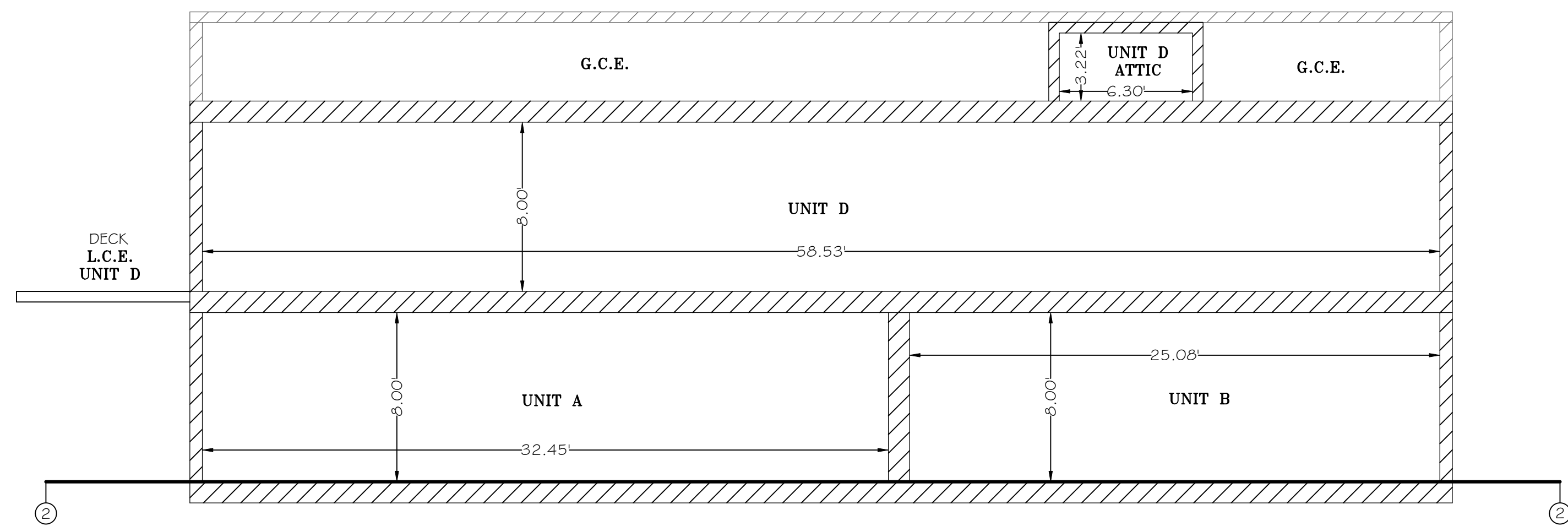


**GILLASPEY
CONDOMINIUMS**
LOT 24, BLOCK 5
TOWN OF CRESTED BUTTE SOUTH
GUNNISON COUNTY, COLORADO



	AREA	VOLUME
UNIT A	1125.8 FT²	8696.34 FT³
UNIT B	965.6 FT²	7724.80 FT³
UNIT C	1224.1 FT²	9493.28 FT³
UNIT D	1476.8 FT²	11187.85 FT³

CROSS SECTIONS
SCALE
1" = 5'



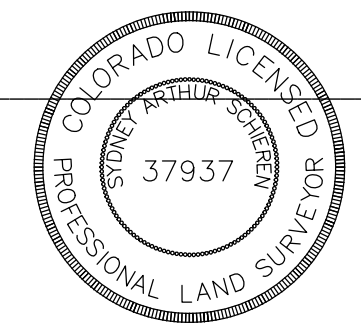
SOUTH FACING CROSS SECTION

LAND SURVEYOR'S CERTIFICATE

I, SYDNEY A. SCHIEREN, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT THE PLAT REPRESENTS THE RESULTS OF SAID SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

PRELIMINARY DRAFT
INTENDED FOR CLIENT USE ONLY

SYDNEY A. SCHIEREN
COLORADO P.L.S. 37937



REVISED:	
DATE: AUGUST 13, 2024	
DATE: DECEMBER 13, 2024	
DATE: FEBRUARY 11, 2025	
JOB # 23065	
DATE: NOVEMBER 1, 2023	
SHEET 2 OF 2	
	GILLASPEY CONDOMINIUMS LOT 24, BLOCK 5 TOWN OF CRESTED BUTTE SOUTH GUNNISON COUNTY, COLORADO
	LANDMARK SURVEYING & MAPPING P.O. BOX 668 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4031

ATTORNEY’S OPINION

I, Aaron J. Huckstep, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in DIZZY GILLASPEY, LLC and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

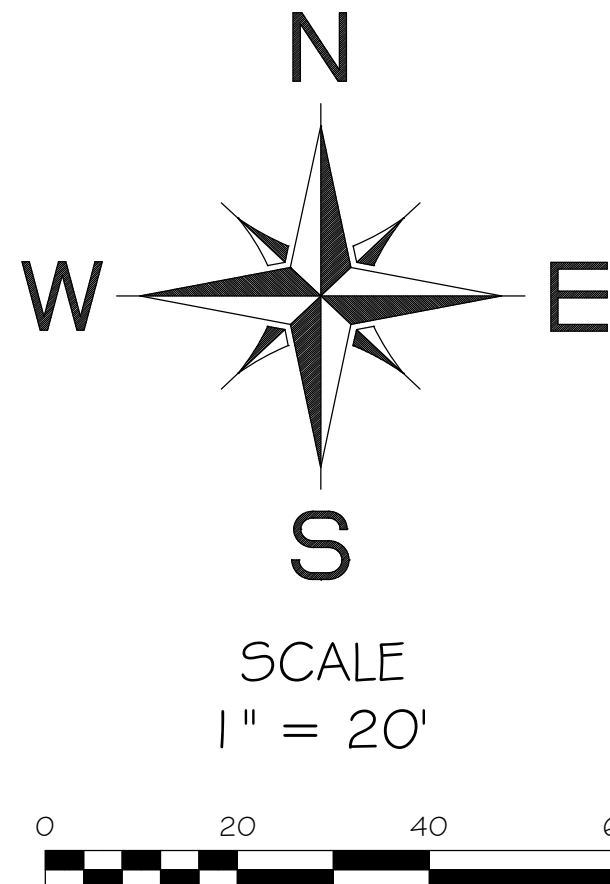
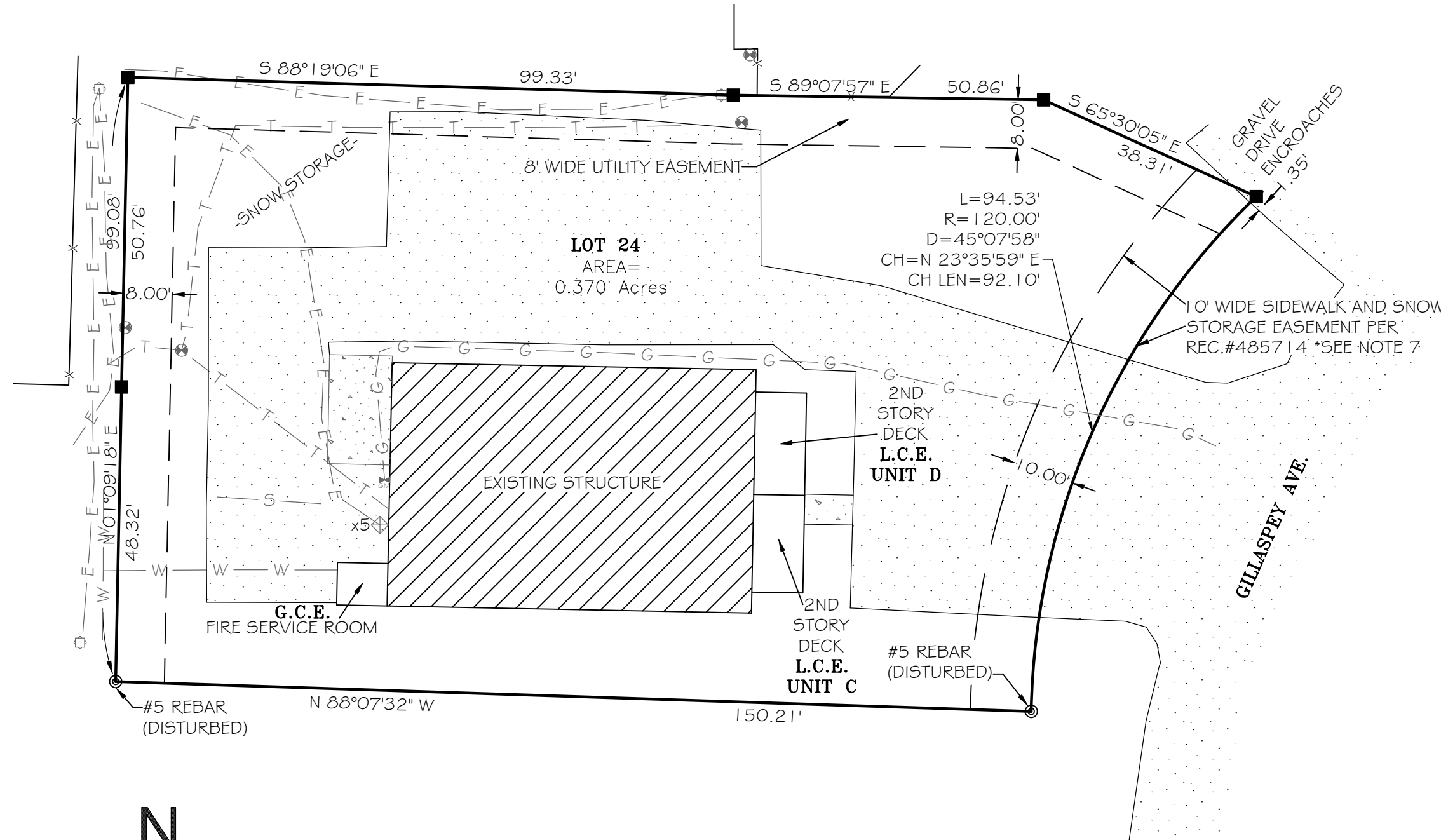
- Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded June 30, 1882 in Book 41 at Page 494; and in Patent recorded August 12, 1901 in Book 101 at Page 248; and in Patent recorded May 19, 1898 in Book 115 at Page 303.
- Easement and right of way for cattle driveway as reserved in Warranty Deed recorded October 1, 1936 with the Clerk and Recorder of Gunnison County, Colorado in Book 245 at Page 364, in which the specific location of the easement is not defined.
- Restrictive Covenants which do not contain a forfeiture or reverter clause, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in Covenants and Restrictions of Crested Butte South recorded August 26, 1970, in Book 420 at Page 404; in Crested Butte South Property Owners' Association Board of Directors concerning the Amendment of the Covenants and Restrictions of Crested Butte South recorded January 21, 1983 in Book 589 at Page 304; in Resolution Concerning the Installation and Use of Satellite Dishes recorded December 8, 1988 in Book 661 at Page 284; in Resolution Concerning the Use and Installation of Solid Fuel Burning Devices recorded April 27, 1990 in Book 677 at Page 578; in Resolution Concerning Dogs Running At Large recorded April 27, 1990 in Book 677 at Page 581; in Resolution Concerning Impounded Dogs recorded November 20, 1990 in Book 684 at Page 901; in Resolution Concerning Individual Wells and Sewage Disposal Systems recorded June 8, 1993 in Book 725 at Page 218; in Resolution Amending the Covenants and Restrictions of Crested Butte South recorded October 22, 1993 in Book 733 at Page 740; in Resolution Concerning Wells and Individual Sewer Disposal Systems recorded December 15, 1994 in Book 757 at Page 223; in Amendment Regarding Regulation of Modular or Factory Built Structures recorded May 1, 1996 in Book 782 at Page 202; in Amendment Regarding the Minimum Size of Multi-Family Structures recorded May 1, 1996 in Book 782 at Page 203; in Amendment Regarding Residential Uses on Commercial Property recorded May 1, 1996 in Book 782 at Page 204; in Amendment Regarding Resubdivision recorded May 1, 1996 in Book 782 at Page 205; in Notice of Amendment of Covenants and Restrictions of Crested Butte South recorded November 22, 1996 under Reception No. 472225; in Resolution Concerning the Provision of a Legal Survey as an Architectural Submittal Requirement recorded March 27, 1998 under Reception No. 482581; in Resolution Concerning Setbacks for Driveways, Septic Tanks and Wells recorded April 30, 1998 under Reception No. 483318; in Resolution Concerning Lot Appearance recorded October 19, 1998 under Reception No. 487930; in Resolution of Rules and Regulations Regarding Dogs recorded November 8, 1999 under Reception No. 497644; in Amended Resolution Concerning Building Deposits recorded March 22, 2001 under Reception No. 509429; in Resolution Regarding Outdoor Commercial Vendors recorded September 25, 2001 under Reception No. 514482; in Resolution Concerning the Provision of the Use of Metal Siding on the Exterior of Buildings in Crested Butte South recorded February 5, 2002 under Reception No. 517978; in Resolution Regarding Fines for Violations of Covenants recorded June 23, 2003 under Reception No. 531851; and in Amendment to Covenants and Restrictions of Crested Butte South recorded February 23, 2004 under Reception No. 539220; and in Resolution Regarding the Adoption of a Short Term Rental Policy by the Crested Butte South Property Owners Association, Inc. Recorded May 22, 2018 under Reception No. 653309; and in Amended and Restated Covenants and Restrictions recorded January 20, 2023 under Reception No. 689469.
- Easements, conditions, covenants, restrictions, reservations and notes on the plat of Crested Butte South - Second Filing recorded September 24, 1970 under Reception No. 281588. Note: easements shown on the plat are subject to relocation pursuant to provisions of "Covenants and Restrictions" recorded August 26, 1970 in Book 420 at Page 404.
- Easement and right of way for roads over the rights-of-way in Crested Butte South, all filings, for access to and from lands owned by Crested Butte Highlands, Inc. as granted by instrument dated September 28, 1976 and recorded May 12, 1977 with the Clerk and Recorder of Gunnison County, Colorado in Book 502 at page 237.
- Terms, conditions, provisions, burdens and obligations as set forth in Restrictive Covenant and Easement recorded August 06, 1998 under Reception No. 485714 (Lot 23 & 24, Blk 5).
- Terms, conditions and provisions of finding of no impact, Certification No. 34, Series 1998 recorded December 07, 1998 under Reception No. 489153.
- Terms, conditions and provisions contained in Board of County Commissioners of Gunnison County Resolution No. 03-46 recorded September 25, 2003 at Reception No. 535203.
- Terms, conditions and provisions contained in Board of County Commissioners of Gunnison County Resolution No. 43, Series 2004 recorded July 20, 2004, under Reception No. 544256.
- Terms, conditions and provisions contained in Board of County Commissioners of the County of Gunnison, Colorado Resolution No. 2008-38 recorded September 03, 2008, under Reception No. 586264 and in Resolution No. 2017-5 Amending Resolution No. 2008-38 recorded March 8, 2017 under Reception No. 645299.
- All matters disclosed on map recorded January 20, 2011 under Reception No. 603344.
- Terms, conditions, provisions and restrictions of Board of County Commissioners of Gunnison County Resolution No. 2017-6 recorded March 08, 2017 at Reception No. 645298.
- Terms, conditions, provisions, burdens and obligations as set forth in Resolution regarding the Crested Butte South Special Area Regulations recorded September 01, 2020 under Reception No. 668955 and in Resolution No. 2023-8 recorded March 22, 2023 under Reception No. 690075.
- Terms, conditions and provisions of Board of County Commissioners of Gunnison County Resolution No. 14 Series 2020 recorded April 07, 2020 under Reception No. 665995.
- Terms, conditions and provisions of Certificate of Administrative Review Approval recorded January 09, 2023 under Reception No. 689295.
- Terms, conditions and provisions of document/letter recorded August 22, 2023 under Reception No. 692465 (Lot 24, Blk 5).
- Any matters shown on Alta Land Title Survey certified April 29, 2021 prepared by NCW & Associates Inc., Job #21101.00, said document stored as Image 34259835 in the files of Land Title Guarantee Company.
- Those provisions, covenants and conditions, easements and restrictions, which are a burden to the Condominium Units identified on this Plat, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in the Declaration for Gillaspey Condominiums recorded _____, 20____, at Reception No. _____.

Dated this ____ day of _____, A.D. 20____.

Aaron J. Huckstep, Atty. No. 39898

GILLASPEY
CONDOMINIUMS

LOT 24, BLOCK 5
TOWN OF CRESTED BUTTE SOUTH
GUNNISON COUNTY, COLORADO



LEGEND

- FOUND MONUMENT AS NOTED
- FOUND 1 1/4" PLASTIC CAP LS 9476
- ELECTRIC METER
- GAS METER
- TRANSFORMER
- TELEPHONE PEDESTAL
- L.C.E. LIMITED COMMON ELEMENT
- G.C.E. GENERAL COMMON ELEMENT
- FENCE
- UNDERGROUND ELECTRIC
- UNDERGROUND SEWER
- UNDERGROUND GAS LINE
- UNDERGROUND WATER LINE
- CONCRETE

WARNING AND DISCLAIMER OF WILDFIRE
HAZARDS AFFECTING USE AND OCCUPANCY
OF THIS PROPERTY

"We DIZZY GILLASPEY, LLC, owners of property on behalf of ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of wildfire hazard areas that may affect the use and occupancy of the property, and any improvements thereto. (We acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agrees to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability, or expense."

GUNNISON COUNTY CLERK AND
RECORDER’S ACCEPTANCE

THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO, AT _____.M. ON THIS ____ DAY OF _____, 20____.

BOOK NUMBER _____ PAGE NUMBER _____

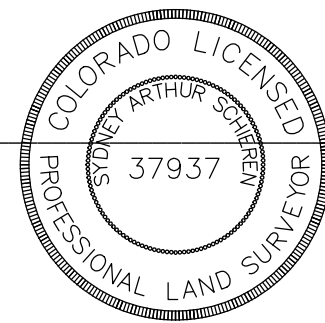
RECEPTION NUMBER _____.

GUNNISON COUNTY CLERK AND RECORDER

LAND SURVEYOR’S CERTIFICATE

I, SYDNEY A. SCHIEREN, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS CONDOMINIUM MAP OF **GILLASPEY CONDOMINIUMS** WAS MADE BY ME AND UNDER MY SUPERVISION AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE, THAT THE IMPROVEMENTS AS CONSTRUCTED CONFORM SUBSTANTIALLY TO THIS MAP, THAT THIS MAP FULLY AND ACCURATELY DEPICTS THE PLAT, MEASUREMENTS AND LOCATION OF THE IMPROVEMENTS ON THE REAL PROPERTY, THE CONDOMINIUM UNIT DESIGNATIONS AND THE DIMENSIONS OF SUCH UNITS AND THE ELEVATIONS OF THE UNFINISHED FLOORS AND CEILINGS.

SYDNEY A. SCHIEREN
COLORADO P.L.S. 37937



VICINITY MAP
NOT TO SCALE

DEDICATION

Know all men by these presents: That Dizzy Gillaspey, LLC, being the owner(s) of the land described as follows:

We, DIZZY GILLASPEY, LLC being the owner of the land described as follows:

LOT 24, BLOCK 5, CRESTED BUTTE SOUTH - SECOND FILING, ACCORDING TO THE PLAT RECORDED SEPTEMBER 24, 1970 AT RECEPTION NO. 281588,

0.37 ACRES

COUNTY OF GUNNISON
STATE OF COLORADO

in Gunnison County, under the name of GILLASPEY CONDOMINIUMS, has laid out, platted and/or subdivided the same as shown on this plat and do hereby permanently dedicate to the public at large the streets, alleys, roads and other public areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

In witness whereof, the said Dizzy Gillaspey, LLC _____ (Representative) has caused his name to be hereunto subscribed this ____ day of _____, 2025.

By: _____
(Dizzy Gillaspey, LLC Representative)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____
(Dizzy Gillaspey, LLC Representative)

My commission expires on _____. Witness my hand and official seal.

(Seal)

Printed Name: _____
Notary Public

CRESTED BUTTE SOUTH P.O.A. APPROVAL

THIS PLAT OF GILLASPEY CONDOMINIUMS IS APPROVED THIS ____ DAY OF _____, 2025

By: _____
ANDREW SANDSTROM
PRESIDENT OF THE BOARD OF DIRECTORS,
CRESTED BUTTE SOUTH PROPERTY OWNERS' ASSOCIATION INC.

BOARD OF COUNTY COMMISSIONER’S
APPROVAL

THE WITHIN PLAT OF GILLASPEY CONDOMINIUMS IS APPROVED THIS ____ DAY OF _____, 2025 AND THE PRIVATE DEDICATION OF ROADS AND COMMON AREAS IS APPROVED ON THE CONDITION THAT SUCH ROADS AND COMMON AREAS SHALL BE MAINTAINED AND SNOWPLOWED, BY AND AT THE EXPENSE OF THE UNIT OWNERS AND NOT BY GUNNISON COUNTY OR ANY OTHER PUBLIC AGENCY.

By: _____
CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS

ATTEST:

GUNNISON COUNTY CLERK & RECORDER

REVISED:	GILLASPEY CONDOMINIUMS LOT 24, BLOCK 5 TOWN OF CRESTED BUTTE SOUTH GUNNISON COUNTY, COLORADO
DATE: AUGUST 13, 2024	
DATE: DECEMBER 13, 2024	
DATE: FEBRUARY 11, 2025	
	LANDMARK SURVEYING & MAPPING P.O. BOX 668 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4031
JOB # 23065	
DATE: NOVEMBER 1, 2023	
SHEET 1 OF 2	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Hearing; Petition for Abatement or Refund of Taxes

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The 2023 & 2024 Petition for Abatement is a denial for accounts R004083 & R004085

Fiscal Impact:

Submitted by: Heather MacDonald

Submitter's Email Address: HMacdonald@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 7/3/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/3/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/7/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 20

Agenda Date: 7/15/2025

2023 & 2024 Gunnison County: Abatement Hearing

The Gunnison County Assessor's Office has been asked to communicate the assignment results for a single property that was appraised as part of our mass appraisal assignment.

The Uniform Standards of Professional Appraisal Practice (USPAP) defines mass appraisal as: the process of valuing a universe of properties as of a given date using standard methodology, employing common data, and allowing for statistical testing.

For purposes of mass appraisal, market value is defined as:

"The most probable price, expressed in terms of money, that a property would bring if exposed for sale in the open market in an arm's-length transaction between a willing seller and a willing buyer, both of whom are knowledgeable concerning all the uses to which it is adapted and for which it is capable of being used." – Property Assessment Valuation, 1996, IAAO

For the 2023 and 2024 property tax year, the effective **appraisal date is June 30, 2022**, as required by § 39-1-104(10.2)(a)(d), Colorado Revised Statutes.

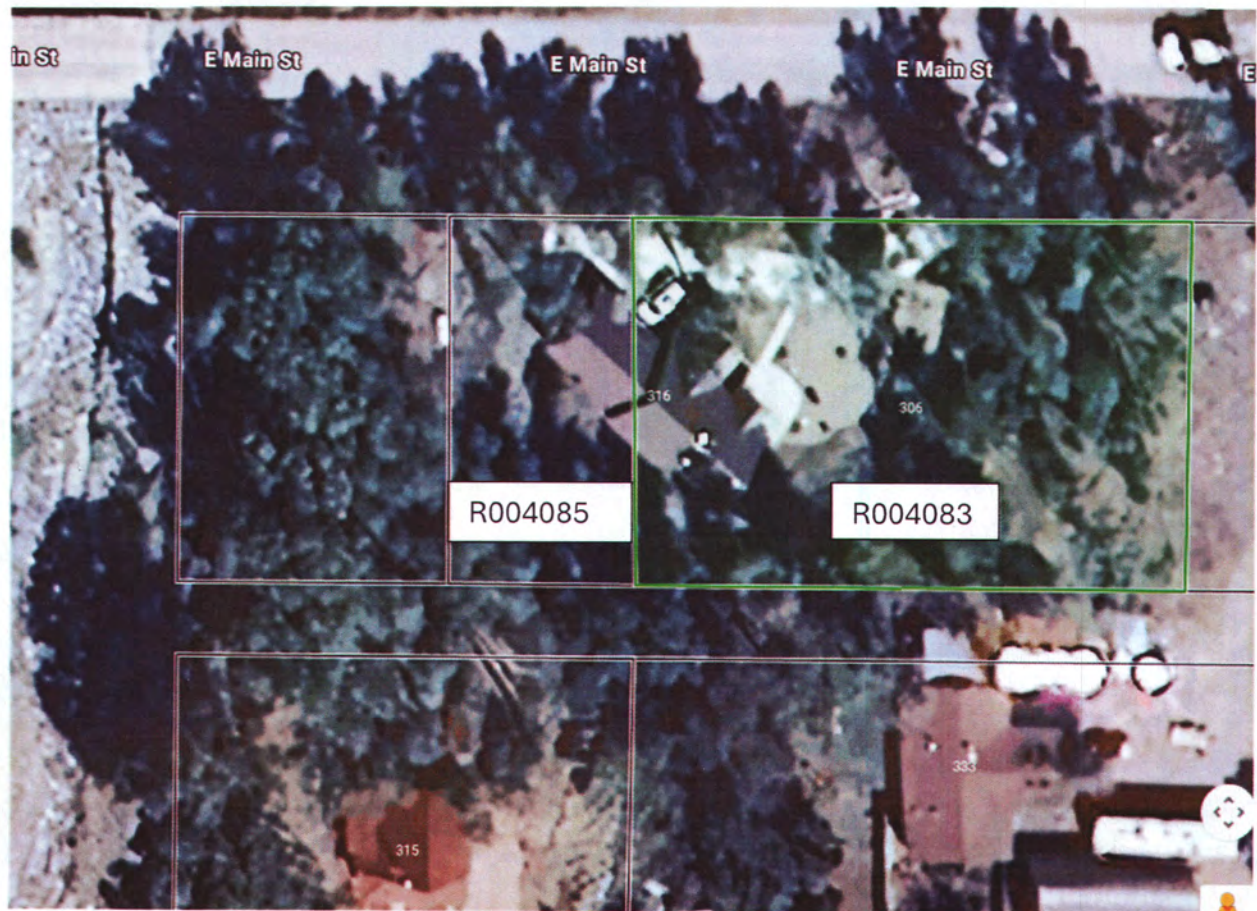
The single property being characterized for this hearing is identified as:

Property Owner:	Beamon Living Trust
Account Number:	R004083
Parcel Number:	2917-261-36-017
Legal Description:	LOTS F-I, K & L, BLOCK 16, EAST MARBLE
2023 & 2024 Value:	\$1,110,530
2023 & 2024 Value:	\$887,610 REVISED RECOMMENDED VALUE

For tax years 2023 & 2024, the Assessor's Office is recommending the quality rating for this single-family residential property should be changed from Good to Average Plus. This recommendation was based on interior photographs that were submitted, as well as submission of construction cost of \$500,000.

Beamon 2023 & 2024 Abatement

Accounts R004083 and R004085



QUALITY OF CONSTRUCTION GUIDE

	POOR		LOW		FAIR		AVERAGE		GOOD		VERY GOOD		EXCELLENT	
FOUNDATION TYPE/SHAPE			NONE, MUD SILL, PIERS, TREATED WOOD, RECTANGLE		SLAB, PIERS, CINDERBLOCK, RECTANGLE OR L-SHAPED		POURED CONCRETE, L-SHAPED, T-SHAPED, RIGHT ANGLES		BUMPOUTS, MORE ANGLES		NUMEROUS BUMPOUTS, HEIGHT VARIATION		CURVED WALLS, COMPLEX FOOTPRINT	
FRAMING			VERTICAL LOG		2X4, LOGS < 6", EARTH BERM		2X6, 6" LOGS, 8" D-LOGS, SIPs, ICE BLOCK		12" LOGS, POST & BEAM, STRAW BALE, BRICK		FULL LOGS, TIMBER FRAME, STEEL			
EXTERIOR COVER	NONE		OSB, PARTICLE BOARD, T1-11, VERTICAL LOGS, ASBESTOS		T1-11, VINYL, CINDERBLOCK, ALUMINUM, BOARD & BATTEN		WOOD, SHEARED LOG SIDING, STUCCO		CEMENT BOARD, LOG, STONE, BARNWOOD, BRICK		STACKED STONE, CORRUGATED METAL, MULTIPLE TYPES, EXTERIOR ORNAMENTATION			
WINDOWS			SINGLE PANE, SMALL, FEW		DOUBLE PANE, VINYL, SMALL, BASIC SHAPES, FEW		DOUBLE PANE, QUALITY VINYL, ALUMINUM CLAD, LOW-E, AVERAGE SIZE, AVERAGE NUMBER		TRIPLE PANE, WOOD OR METAL, LARGE, DIFFERENT SHAPES, NUMEROUS, MULLIONS, CASEMENT OPENING		WINDOW WALLS, GLASS WALLS, MOTORIZED, INTERNAL BLINDS		STAINED GLASS, ETCHED GLASS, COPPER	
ROOFING MATERIAL			IMPROVISED ROOFING MATERIAL		LOW QUALITY CORRUGATED METAL, ASPHALT SHINGLE		PRO-PANEL METAL		HIGH QUALITY CORRUGATED METAL		CEDAR SHINGLES, STANDING SEAM, MULTIPLE MATERIALS		COPPER	
ROOF SHAPE			SHED, FLAT, GABLE, SINGLE RIDGE, NO EAVES		GABLE, HIP, LOW PITCH, MINIMAL EAVES		HIP/GABLE, STEEPER PITCH, DORMERS, GAMBREL, MANSARD		CROSS-GABLE, VARIED HEIGHTS AND PITCHES, LARGER EAVES		CURVES, PURELY AESTHETIC DESIGNS		TURRETS	
OTHER EXTERIOR									LARGE COVERED PORCH OR PATIO		LARGE COVERED PORCHES, OUTDOOR KITCHENS, EATING AREAS, OR FIREPLACES, HEATED DRIVEWAY/WALKWAY			
KITCHEN		NONE			LAMINATE OR WOOD COUNTERTOPS, LAMINATE/PARTICLE BOARD/PLYWOOD CABINETS, NO BACKSPLASH, MINIMAL COUNTER SPACE		TILE OR CORIAN/OTHER SOLID COUNTERTOPS, BASIC SOLID WOOD CABINETS, BASIC BACKSPLASH, BASIC STAINLESS SINK		STONE OR CONCRETE COUNTERTOPS, WOOD CABINETS OF DIFFERING SIZES AND HEIGHTS WITH SOFT-CLOSE DOORS, DECORATIVE BACKSPLASH, FARM SINK, EXTRACTOR HOODS		THICK STONE COUNTERTOPS, CUSTOM CABINETS, CUSTOM BACKSPLASH, CUSTOM OVEN HOOD, MULTIPLE SINKS, COPPER SINKS, SINKS WITH SLIDERS, POT FILLER, FREEZER DRAWER, SPACE FOR OVERSIZED APPLIANCES, BUTLER'S PANTRY		BUTLER'S KITCHEN	
LIVING ROOM					FLAT CEILINGS		SOME VAULTED CEILINGS		HIGHER CEILINGS, BEAMS, T&G, BUILT-IN FIREPLACES, BUILT-IN SHELVES		GREAT ROOM, TRAY CEILINGS, STACKED STONE FIREPLACES, EXTENSIVE BEAMWORK, QUALITY LIGHTING			
BATHROOMS	NONE		HALF BATH ONLY		FEWER BATHROOMS THAN BEDROOMS, BASIC SINK/VANITY AND TOILET, PREFAB SHOWER SURROUND		1:1 BATH:BED, MASTER BATH, STANDARD TUB WITH SHOWER, PREFAB SURROUND OR TILE		EXTRA BATH/HALF BATH, QUALITY SINK AND VANITY, TILE IN SHOWER (INCLUDING ON CEILING), STEAM SHOWER, WALK-IN SHOWER, DOUBLE SINKS, GOOD FENESTRATION		QUALITY EN SUITE BATH FOR EACH BEDROOM, CUSTOM VANITY, SEPARATE WALK-IN SHOWER AND TUB, CUSTOM TILE, MULTIPLE SHOWERHEADS, BIDETS, BEAMS, FIREPLACES		SAUNA	
LAUNDRY			NONE		NONE OR STACKING		LAUNDRY IN BATHROOM OR CLOSET		SEPARATE LAUNDRY ROOM		LARGE LAUNDRY ROOM WITH SINK, MORE THAN ONE LAUNDRY ROOM			
FLOORING			PLYWOOD		LOW QUALITY CARPET, SHEET VINYL, LINOLEUM		CARPET, VINYL PLANK, TILE, ENGINEERED WOOD		HARDWOOD, QUALITY CARPET, TILE		RECLAIMED WOOD, QUALITY CARPET, TILE			
CUSTOM ROOMS/ FEATURES									WET BAR		CUSTOM BUNK ROOM, WINE ROOM/CELLAR, GYM, BEDROOM WITH SITTING ROOM		ELEVATOR, THEATER ROOM	
OTHER INTERIOR FINISHES			PLYWOOD		DRYWALL WALL FINISH, BASIC TRIM, HOLLOW CORE DOORS WITH INEXPENSIVE HARDWARE, MINIMAL CLOSET SPACE		DRYWALL WALL FINISH, STOCK PAINT-GRADE TRIM, HOLLOW CORE DOORS WITH STANDARD HARDWARE, STANDARD CLOSET SPACE		SOME CUSTOM WALL FINISHES SUCH AS PLASTER, STACKED STONE, WOOD, TILE, OR WALLPAPER, QUALITY WOOD TRIM, SOLID WOOD DOORS WITH QUALITY HARDWARE, WALK-IN CLOSETS, BUILT-INS		CUSTOM WALL FINISHES, CUSTOM TRIM, HIGH-END DOORS AND HARDWARE, SPACIOUS WALK-IN CLOSETS, BEAMWORK THROUGHOUT			
ELECTRICAL			MINIMAL OUTLETS, LOW-COST FIXTURES		MEETS BUT DOES NOT EXCEED CODE, PLAIN FIXTURES		ADEQUATE NUMBER OF OUTLETS, AVERAGE QUALITY FIXTURES		MANY OUTLETS, QUALITY FIXTURES, SURROUND SOUND IN LIVING ROOM, SMART HOME FEATURES		FLOOR OUTLETS, INTERCOMS, SPEAKERS, WHOLE HOUSE SMART WIRING, ELECTRIC VEHICLE CHARGING STATION			
HEATING	NONE, COAL		NONE, WOOD		BASEBOARD, FORCED AIR, GAS HEATER		IN-FLOOR, RADIATORS		ELECTRIC IN-FLOOR, FIREPLACE, HEATED GARAGE		MULTIPLE ZONES, FIREPLACES IN MULTIPLE ROOMS			

PETITION FOR ABATEMENT OR REFUND OF TAXES



County: Gunnison

Date Received BY
(Use Assessor's or Commissioner's Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 01 31 2025
Month Day Year

Petitioner's Name: Beamon Living Trust Richard F. Beamon
Petitioner's Mailing Address: 19632 W 89th St, Lenexa, KS 66215

City or Town

State

Zip Code

SCHEDULE OR PARCEL NUMBER(S)

R004083

R004085

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY

Residential parcel R004083 - 316 E Main St, Lenexa, KS 66215

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2023 and 2024 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

Our construction costs were \$564,000 using siding & veneer stone (1100 sq ft heated)

Petitioner's estimate of value: \$ 600,000 (2023) and \$ 700,000 (2024)
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

Richard F. Beamon
Petitioner's Signature

Phone Number 913 449-6041 Email WINDROCKE@ATTMAIL.COM

By Agent's Signature* Phone Number () Email

*Letter of agency must be attached when petition is submitted by an agent.

The assessed value and resulting tax amounts are calculated from the adjusted actual value. If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: R004083

Assessor's Recommendation
(For Assessor's Use Only)

Tax Year 2023

	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
Original	1,110,530	55,000	1,055,530	6.7%	70,720	61.191	4,327.43
Corrected	887,610	55,000	832,610	6.7%	55,780	61.191	3,413.23
Abate/Refund	222,920	0	222,920	6.7%	14,940	61.191	914.20

Tax Year 2024

	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
Original	1,110,530	55,000	1,055,530	6.7%	70,720	61.842	4,373.47
Corrected	887,610	55,000	832,610	6.7%	55,780	61.842	3,449.54
Abate/Refund	222,920	0	222,920	6.7%	14,940	61.842	923.93

☒ Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: _____ Protest? ☐ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

Tax year: _____ Protest? ☐ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

☒ Assessor recommends denial for the following reason(s):

Sales support newly-recommended value

Alexandra Cohen

Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: **Written Mutual Agreement of Assessor and Petitioner**
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

Tax Year _____							
	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
Original	_____	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____	_____
Tax Year _____							
	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
Original	_____	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner Signature: _____

Date: _____

Assessor's or Deputy Assessor's Signature: _____

Date: _____

Section IV: **Decision of the County Commissioners**
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on (month/day/year) ____ / ____ / ____, at which meeting there were present the following members:

_____, with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor

_____, (**being present--not present**) and Petitioner _____

Name

Name

(**being present--not present**), and WHEREAS, the said County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (**agrees--does not agree**) with the recommendation of the Assessor and the petition be (**approved--approved in part--denied**) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
------	----------------	--------------------	------	----------------	--------------------

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned County, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this _____ day of _____,

Month

Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: **Action of the Property Tax Administrator**
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

☐ Approved ☐ Approved in part \$ _____ ☐ Denied for the following reason(s):

Secretary's Signature

Property Tax Administrator's Signature

Date

2023 & 2024 Gunnison County: Abatement Hearing

The Gunnison County Assessor's Office has been asked to communicate the assignment results for a single property that was appraised as part of our mass appraisal assignment.

The Uniform Standards of Professional Appraisal Practice (USPAP) defines mass appraisal as: the process of valuing a universe of properties as of a given date using standard methodology, employing common data, and allowing for statistical testing.

For purposes of mass appraisal, market value is defined as:

"The most probable price, expressed in terms of money, that a property would bring if exposed for sale in the open market in an arm's-length transaction between a willing seller and a willing buyer, both of whom are knowledgeable concerning all the uses to which it is adapted and for which it is capable of being used." – Property Assessment Valuation, 1996, IAAO

For the 2023 and 2024 property tax year, the effective **appraisal date is June 30, 2022**, as required by § 39-1-104(10.2)(a)(d), Colorado Revised Statutes.

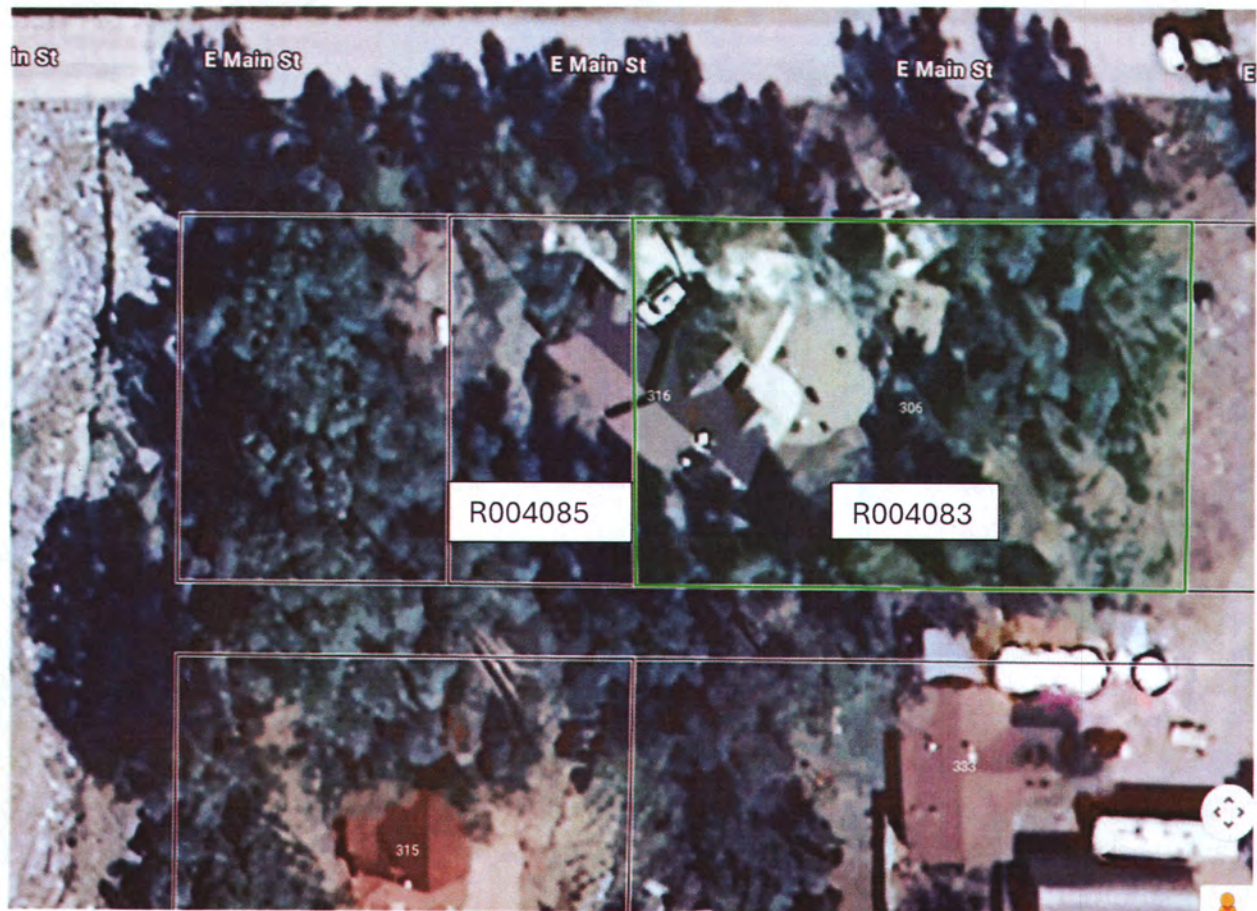
The single property being characterized for this hearing is identified as:

Property Owner:	Beamon Living Trust
Account Number:	R004085
Parcel Number:	2917-261-36-019
Legal Description:	LOTS D & E, BLOCK 16, EAST MARBLE
2023 & 2024 Value:	\$7,900
2023 & 2024 Value:	\$7,900

For tax years 2023 & 2024, the Assessor's Office is recommending this account should go from a vacant classification to a residential classification based on actual use. The single-family residential dwelling straddles accounts R004085 and R004083.

Beamon 2023 & 2024 Abatement

Accounts R004083 and R004085



PETITION FOR ABATEMENT OR REFUND OF TAXES



County: Gunnison

Date Received _____ BY _____
(Use Assessor's or Commissioner's Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 01 31 2025
Month Day Year

Petitioner's Name: Beamon Living Trust Richard F. Beamon
Petitioner's Mailing Address: 19632 W 89th St, Lenexa, KS 66215

SCHEDULE OR PARCEL NUMBER(S)

R004083

R004085

PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY

Residential parcel R004083 - 316 E Main & North St

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2023 and 2024 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

Our construction costs were \$564,000 using siding & veneer stone (1100 sq ft heated)
Petitioner's estimate of value: \$ 600,000 (2023) and \$ 700,000 (2024)
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

Richard F. Beamon
Petitioner's Signature

Phone Number 913 449-6041 Email WINDROCKE@ATTMAIL.COM

By _____ Phone Number () _____ Email _____
Agent's Signature

*Letter of agency must be attached when petition is submitted by an agent.

The assessed value and resulting tax amounts are calculated from the adjusted actual value. If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: R004085

Assessor's Recommendation (For Assessor's Use Only)

Tax Year <u>2023</u>							
	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
Original	<u>7,900</u>	<u>0</u>	<u>7,900</u>	<u>27.9%</u>	<u>2,200</u>	<u>61.191</u>	<u>134.62</u>
Corrected	<u>7,900</u>	<u>0</u>	<u>7,900</u>	<u>6.7%</u>	<u>530</u>	<u>61.191</u>	<u>32.43</u>
Abate/Refund	<u>0</u>	<u>0</u>	<u>0</u>	<u>—</u>	<u>1,670</u>	<u>61.191</u>	<u>102.19</u>
Tax Year <u>2024</u>							
	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
Original	<u>7,900</u>	<u>0</u>	<u>7,900</u>	<u>27.9%</u>	<u>2,200</u>	<u>61.842</u>	<u>136.05</u>
Corrected	<u>7,900</u>	<u>0</u>	<u>7,900</u>	<u>6.7%</u>	<u>530</u>	<u>61.842</u>	<u>32.78</u>
Abate/Refund	<u>0</u>	<u>0</u>	<u>0</u>	<u>—</u>	<u>1,670</u>	<u>61.842</u>	<u>103.27</u>

☒ Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: _____ Protest? ☐ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

Tax year: _____ Protest? ☐ No ☐ Yes (If a protest was filed, please attach a copy of the NOD.)

☒ Assessor recommends denial for the following reason(s):

Sales support newly-recommended value

Alexandria Cohen
Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III:

Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____						
	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
Original	_____	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____	_____
	Tax Year _____						
	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
Original	_____	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner Signature: _____

Date: _____

Assessor's or Deputy Assessor's Signature: _____

Date: _____

Section IV:

Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on (month/day/year) ____ / ____ / ____, at which meeting there were present the following members:

_____, with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor

_____, (*being present--not present*) and Petitioner _____

Name

Name

(*being present--not present*), and WHEREAS, the said County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (*agrees--does not agree*) with the recommendation of the Assessor and the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
------	----------------	--------------------	------	----------------	--------------------

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned County, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this _____ day of _____, _____
Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V:

Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

☐ Approved ☐ Approved in part \$ _____ ☐ Denied for the following reason(s):

Secretary's Signature

Property Tax Administrator's Signature

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison Valley Land Preservation Fund Grant Agree

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison Ranchland Conservation Legacy

Term Begins: 7/15/2025

Term Ends:

Grant Contract #:

Summary:

Three conservation easement grant agreements with Gunnison Ranchland Conservation Legacy

Fiscal Impact: \$347,900

Submitted by: Mike Pelletier

Submitter's Email Address: mpelletier@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 7/8/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 7/3/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 7/3/2025

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/10/2025

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 15

Agenda Date: 7/15/2025

To: Board of County Commissioners
From: Mike Pelletier, GIS Manager
Date: July 15, 2025
RE: Conservation Easement Grant Agreements

The applicant is seeking BoCC approval for three grant agreements, all of which are for covering transaction costs for conservation easements. Staff recommends approval.

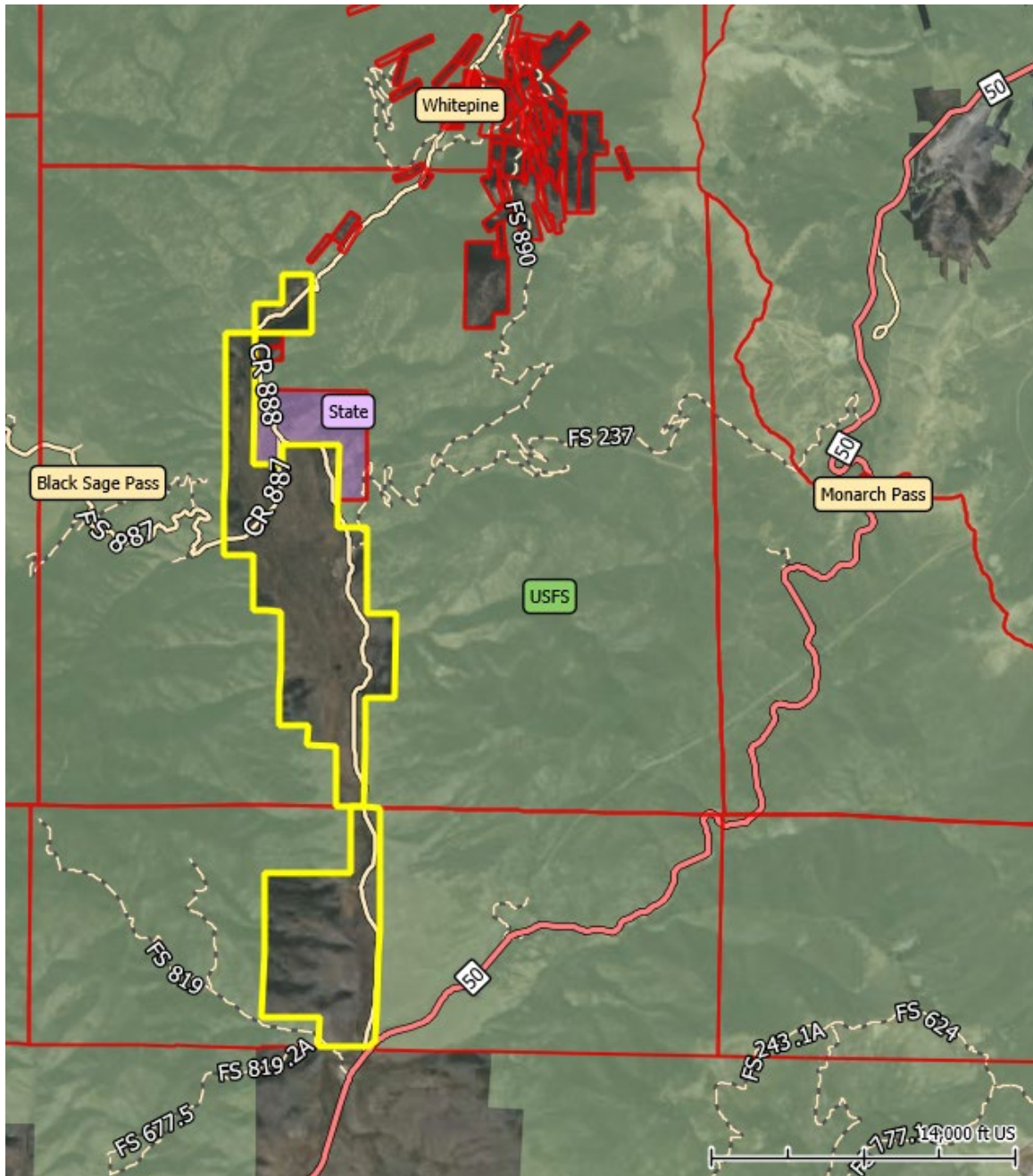
- Crossbar Ranch North: \$141,443 - Tomichi Creek just north of Hwy 50 at base of Monarch Pass - contains 2,992 acres
- Wildcat Ranch: \$120,014 - between Blue Mesa Reservoir and Powderhorn at top of Nine Mile Hill - contains 166 acres
- Willow Creek property: \$86,443 - adjacent to southeast end of Curecanti National Recreation Area - contains 100 acres

The Gunnison Valley Land Preservation Board approved funding for these projects at their June 30, 2025 meeting. The projects have not changed materially from what was presented to the Land Preservation Board. The following summaries of the projects were provided by the applicant. Please find included in your packet the grant agreements.

Crossbar Ranch North

The Crossbar Ranch North Conservation Easement preserves open space, wildlife habitat, wetland areas, and agricultural lands on 2,992 acres located at the headwaters of Tomichi Creek in Gunnison County. The property is visible to the general public from US Highway 50, County Roads 887 (Black Sage Pass Rd) and 888, as well as adjacent public lands. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife including Gunnison Sage-grouse. The property also includes habitat for important big game species (black bear, elk, moose, mountain lion, and mule deer) and encompasses habitat for bald eagle, peregrine falcon, ferruginous hawk, and northern leopard frog, all Colorado Species of Concern.

The Crossbar Ranch North Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement. Mineral rights owned by the landowner will be retired into the easement. Primary funding for the conservation easement is provided by a grant from the Natural Resources Conservation Service for protection of grasslands of special significance. The Land Preservation Funds constitute 2% of the project value. The Crossbar Ranch North Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

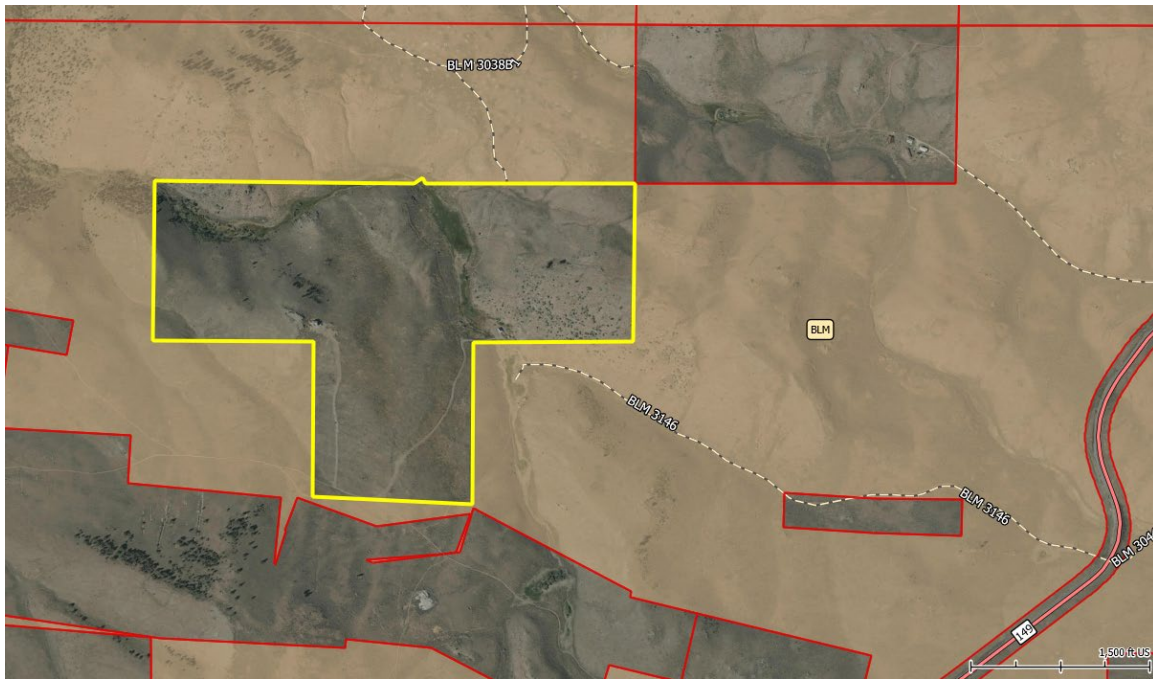


Wildcat Ranch

The Wildcat Ranch Conservation Easement preserves open space, wildlife habitat, wetland areas, and agricultural lands on 166 acres located at the headwaters of Wildcat Gulch near Powderhorn in Gunnison County. The property is visible to the general public from State Highway 149, a network of seasonal county and BLM roads, as well as from adjacent and nearby BLM lands. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife including Gunnison Sage-grouse. The entire property lies in

occupied critical habitat, a major production area, a brood area and winter range for Gunnison Sage-grouse. The property also includes habitat for important big game species (black bear, elk, pronghorn, mountain lion, and mule deer) and encompasses habitat for bald eagle, ferruginous hawk, and northern leopard frog, all Colorado Species of Concern.

The Wildcat Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement. Mineral rights will be retired into the easement. Primary funding for the conservation easement is provided by a grant from the Natural Resources Conservation Service for protection of grasslands of special significance. The Land Preservation Funds constitute 34% of the project value. The Wildcat Ranch Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

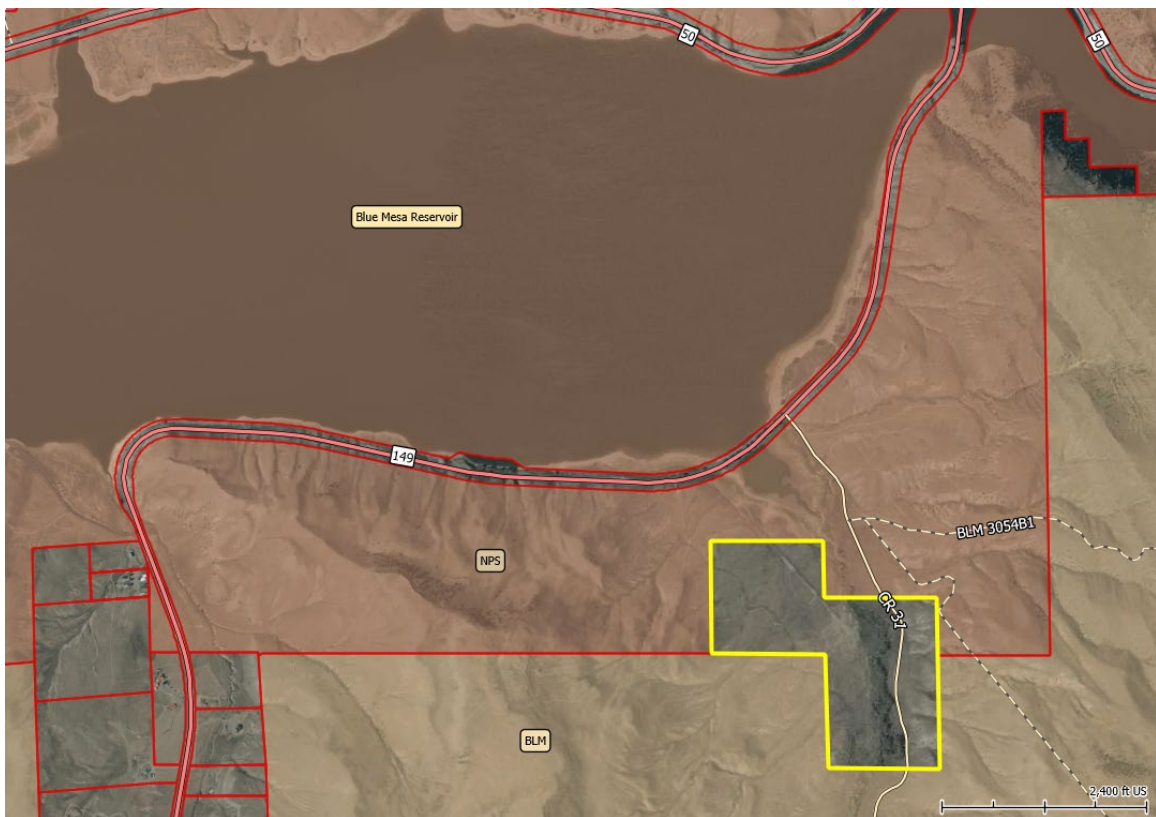


Willow Creek

The Willow Creek Property Conservation Easement preserves open space, wildlife habitat, and agricultural lands on 100 acres located along Willow Creek near Blue Mesa Reservoir in Gunnison County. The property, surrounded by National Park Service and BLM land, is visible to the general public from US Highway 50, State Highway 149, County Road 31, as well as from adjacent and nearby BLM lands. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife including Gunnison Sage-grouse. The entire property lies in occupied critical habitat, a major production area, a brood area severe winter range and winter range for Gunnison Sage-grouse. The property

also includes habitat for important big game species (black bear, elk, pronghorn, mountain lion, and mule deer) and encompasses habitat for bald eagle, American peregrine falcon, ferruginous hawk, all Colorado Species of Concern.

The Willow Creek Property Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement. Mineral rights owned by the landowner will be retired into the easement. The landowner is donating 100% of the conservation easement value. The Land Preservation Funds constitute 26% of the project value. The Willow Creek Property Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.



Gunnison Valley Land Preservation Fund

GRANT AGREEMENT

Project Name: Crossbar Ranch North Conservation Easement

PARTIES TO AGREEMENT

Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

Grantee: Gunnison Ranchland Conservation Legacy

Address: 210 W Spencer Ave Suite C, Gunnison, CO 81230

Contact name: Stacy McPhail

Date: 07/01/2025

Exhibits:

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT ("Grant Agreement") is entered into this _____, 2025, by and between the Board of County Commissioners of Gunnison County, Colorado ("Board"), 200 E Virginia, Gunnison, Colorado 81230, and Gunnison Ranchland Conservation Legacy, ("GRCL"), (jointly the "Parties"), and witnesses:

RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund ("Fund") of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board ("GVLPB"), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal grant Grant Agreement to be executed by the Board and the project proponent.

C. The GRCL ("Grantee") has applied to the GVLPB for funding of a project known as Crossbar Ranch North Property Conservation Easement ("Project") more particularly described in the Project Application as submitted to and on file with GVLPB, Exhibit B ("Project Summary") and Exhibit C ("Budget") and Exhibit D ("Property") all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

SECTION 1-PROJECT SCOPE

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

I. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.

2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed \$ 141,443 (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLBPB and this Grant Agreement.

4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLBPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLBPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLBPB may result in termination of the Grant.

5. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLBPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLBPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

SECTION 2- GRANT PAYMENT

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:

A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary ("Property"), the purchase price may not exceed the fair market value as established by appraisal.

B. *Direct Costs.* Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs.* Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board may consider all facts and circumstances as it deems necessary or desirable, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLBP:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by the Board infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLBP and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

C. *Inaccuracies.* Any statement or representation made or information provided by the Grantee in the Project Application, this Grant Agreement or the due diligence materials is untrue, inaccurate or incomplete in any material respect;

D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLBP or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property.* Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

- A. *Matching Funds.* Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.
- B. *Due Diligence.* The GVLBPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with the Board in conducting such due diligence review, and in connection therewith shall provide the Board with the information or documentation specified in the Project Application, as well as such other documentation and/or information as the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by the Board.
- C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").
- D. *Gunnison County Use Restriction.* Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

- (1) *Conservation Easement Form.* Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain County Attorney approval of the proposed Conservation Easement well in advance of closing.
- (2) *Subordination to Use Restriction.* All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

SECTION 4-OTHER PROVISIONS

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity.* To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

B. *No CGIA Waiver.* Anything else in this Grant Agreement to the contrary notwithstanding, no term or condition of this Grant Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee qualifies for protection under the CGIA. The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Grant Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the maximum extent permitted by law, Grantee hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLPF members from any cost, expense or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

16. Post-Completion Requirements.

A. *Stewardship.* Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLBP, in writing, of its determination for a request of a change of use review. The GVLBP will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLBP any additional documentation requested by the GVLBP as a result of its receipt of the change of use request. The GVLBP will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLBP in its sole discretion will determine whether to grant, deny, or condition the GVLBP's approval. Further, no change of use shall be made without the GVLBP's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval.* Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce.* Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a conservation easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements.* Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

17. Breach. In addition to such other remedies as shall be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Grant Agreement, the Board shall have the following non-exclusive remedies:

- A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.
- B. *After Payment of Grant*. The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.
- C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

18. Miscellaneous Provisions.

- A. *Good Faith*. Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.
- B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.
- C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Grant Agreement.
- D. *Status of Grantee*. The parties acknowledge that the Board lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.
- E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

F. *Survival.* The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.

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

H. *Third Party Beneficiary.* The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.

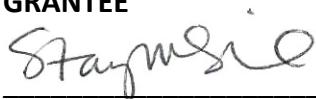
I. *Notice.* Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Grant Agreement.

J. *Construction; Severability.* Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.

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

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

GRANTEE



Gunnison Ranchland Conservation Legacy
Stacy McPhail, Executive Director

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

Laura Puckett Daniels, Chairperson

Elizabeth Smith, Commissioner

Jonathan Houck, Commissioner

ATTEST:

Deputy County Clerk

Exhibit A - Required Language for the Deed of Conservation Easement

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

"NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

"Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

"Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

"Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq.* and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

[Insert only if the GVLBP contributed to the conservation easement purchase]:

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee, N/A percent of the Proportionate Share and (b) to Gunnison County N/A percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

[Insert only if the GVLBP contributed to transaction costs]:

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement

shall not be extinguished, in whole or in part, through the legal doctrine of merger in view of the public interest in its enforcement. This Easement cannot be abandoned, released, or affected by adverse possession."

12. The following language will be included in a section describing "Perpetual Duration" or similarly titled section:

"This Easement shall be a servitude running with the land in perpetuity. The provisions of this Deed that apply to either Party shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Notwithstanding the foregoing, each party's rights and obligations under the Easement created by this Deed shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of the party's entire interest in this Easement or the Property (provided that Gunnison County has consented to a transfer of this Easement by Grantee pursuant to Section 12 (Transfer of Easement) herein), except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer."

13. The following language will be included in a section describing "Written Notices" or similarly titled section:

To Gunnison County: Board of County Commissioners
200 E. Virginia Ave.
Gunnison, CO 81230

14. The following language will be included in a section describing "No Third Party Enforcement" or similarly titled section:

"This Deed is entered into by and between Grantor and Grantee, and does not create rights or responsibilities for the enforcement of its terms in any third parties beyond Grantor, Grantee, and Gunnison County."

Exhibit B- “Crossbar Ranch North Conservation Easement” Project Summary

The Crossbar Ranch North Conservation Easement preserves open space, wildlife habitat, wetland areas, and agricultural lands on 2,992 acres located at the headwaters of Tomichi Creek in Gunnison County. The property is visible to the general public from US Highway 50, County Roads 887 (Black Sage Pass Rd) and 888, as well as adjacent public lands. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife including Gunnison Sage-grouse. The property also includes habitat for important big game species (black bear, elk, moose, mountain lion, and mule deer) and encompasses habitat for bald eagle, peregrine falcon, ferruginous hawk, and northern leopard frog, all Colorado Species of Concern.

The Crossbar Ranch North Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement. Mineral rights owned by the landowner will be retired into the easement. Primary funding for the conservation easement is provided by a grant from the Natural Resources Conservation Service for protection of grasslands of special significance. The Land Preservation Funds constitute 2% of the project value. The Crossbar Ranch North Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board.

Exhibit C- “Crossbar Ranch North Conservation Easement” Budget

<i>Project Activities:</i>	<i>Land Pres Funding</i>
Land Trust Admin Fee	15,000
Land Trust Stewardship Fee	43,143
GRCL Project Fee	20,000
Appraisal	23,000
Appraisal Review Fee	1,500
Baseline Report	4,500
Water Rights Report	2,500
Minerals Report	3,500
Grasslands Management Plan	1,500
Environmental Assessment	500
Title Insurance, Closing	10,500
Legal Fees	4,500
State Fee	11,300
Total	\$141,443

Gunnison Valley Land Preservation Fund

GRANT AGREEMENT

Project Name: Wildcat Ranch Conservation Easement

PARTIES TO AGREEMENT

Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

Grantee: Gunnison Ranchland Conservation Legacy

Address: 210 W Spencer Ave Suite C, Gunnison, CO 81230

Contact name: Stacy McPhail

Date: 07/01/2025

Exhibits:

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT ("Grant Agreement") is entered into this _____, 2025, by and between the Board of County Commissioners of Gunnison County, Colorado ("Board"), 200 E Virginia, Gunnison, Colorado 81230, and Gunnison Ranchland Conservation Legacy, ("GRCL"), (jointly the "Parties"), and witnesses:

RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund ("Fund") of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board ("GVLPB"), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal grant Grant Agreement to be executed by the Board and the project proponent.

C. The GRCL ("Grantee") has applied to the GVLPB for funding of a project known as Wildcat Ranch Conservation Easement ("Project") more particularly described in the Project Application as submitted to and on file with GVLPB, Exhibit B ("Project Summary") and Exhibit C ("Budget") and Exhibit D ("Property") all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

SECTION 1-PROJECT SCOPE

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

- I. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.
2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed \$ 120,014 (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLBPB and this Grant Agreement.
4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLBPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLBPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLBPB may result in termination of the Grant.

5. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLBPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLBPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

SECTION 2- GRANT PAYMENT

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:

A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary ("Property"), the purchase price may not exceed the fair market value as established by appraisal.

B. *Direct Costs.* Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs.* Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board may consider all facts and circumstances as it deems necessary or desirable, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLBP:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by the Board infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLBP and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

C. *Inaccuracies.* Any statement or representation made or information provided by the Grantee in the Project Application, this Grant Agreement or the due diligence materials is untrue, inaccurate or incomplete in any material respect;

D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLBP or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property.* Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

- A. *Matching Funds.* Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.
- B. *Due Diligence.* The GVLBPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with the Board in conducting such due diligence review, and in connection therewith shall provide the Board with the information or documentation specified in the Project Application, as well as such other documentation and/or information as the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by the Board.
- C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").
- D. *Gunnison County Use Restriction.* Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

- (1) *Conservation Easement Form.* Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain County Attorney approval of the proposed Conservation Easement well in advance of closing.
- (2) *Subordination to Use Restriction.* All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

SECTION 4-OTHER PROVISIONS

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity.* To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

B. *No CGIA Waiver.* Anything else in this Grant Agreement to the contrary notwithstanding, no term or condition of this Grant Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee qualifies for protection under the CGIA. The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Grant Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the maximum extent permitted by law, Grantee hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLPF members from any cost, expense or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

16. Post-Completion Requirements.

A. *Stewardship.* Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLBP, in writing, of its determination for a request of a change of use review. The GVLBP will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLBP any additional documentation requested by the GVLBP as a result of its receipt of the change of use request. The GVLBP will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLBP in its sole discretion will determine whether to grant, deny, or condition the GVLBP's approval. Further, no change of use shall be made without the GVLBP's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval.* Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce.* Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a conservation easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements.* Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

17. Breach. In addition to such other remedies as shall be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Grant Agreement, the Board shall have the following non-exclusive remedies:

- A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.
- B. *After Payment of Grant*. The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.
- C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

18. Miscellaneous Provisions.

- A. *Good Faith*. Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.
- B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.
- C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Grant Agreement.
- D. *Status of Grantee*. The parties acknowledge that the Board lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.
- E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

F. *Survival.* The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.

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

H. *Third Party Beneficiary.* The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.

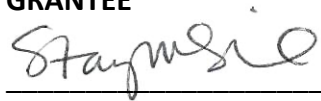
I. *Notice.* Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Grant Agreement.

J. *Construction; Severability.* Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.

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

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

GRANTEE



Gunnison Ranchland Conservation Legacy
Stacy McPhail, Executive Director

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

Laura Puckett Daniels, Chairperson

Elizabeth Smith, Commissioner

Jonathan Houck, Commissioner

ATTEST:

Deputy County Clerk

Exhibit A - Required Language for the Deed of Conservation Easement

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

"NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

"Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

"Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

"Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq.* and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

[Insert only if the GVLBP contributed to the conservation easement purchase]:

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee, N/A percent of the Proportionate Share and (b) to Gunnison County N/A percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

[Insert only if the GVLBP contributed to transaction costs]:

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement

shall not be extinguished, in whole or in part, through the legal doctrine of merger in view of the public interest in its enforcement. This Easement cannot be abandoned, released, or affected by adverse possession."

12. The following language will be included in a section describing "Perpetual Duration" or similarly titled section:

"This Easement shall be a servitude running with the land in perpetuity. The provisions of this Deed that apply to either Party shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Notwithstanding the foregoing, each party's rights and obligations under the Easement created by this Deed shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of the party's entire interest in this Easement or the Property (provided that Gunnison County has consented to a transfer of this Easement by Grantee pursuant to Section 12 (Transfer of Easement) herein), except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer."

13. The following language will be included in a section describing "Written Notices" or similarly titled section:

To Gunnison County: Board of County Commissioners
200 E. Virginia Ave.
Gunnison, CO 81230

14. The following language will be included in a section describing "No Third Party Enforcement" or similarly titled section:

"This Deed is entered into by and between Grantor and Grantee, and does not create rights or responsibilities for the enforcement of its terms in any third parties beyond Grantor, Grantee, and Gunnison County."

Exhibit B- “Wildcat Ranch Conservation Easement” Project Summary

The Wildcat Ranch Conservation Easement preserves open space, wildlife habitat, wetland areas, and agricultural lands on 166 acres located at the headwaters of Wildcat Gulch near Powderhorn in Gunnison County. The property is visible to the general public from State Highway 149, a network of seasonal county and BLM roads, as well as from adjacent and nearby BLM lands. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife including Gunnison Sage-grouse. The entire property lies in occupied critical habitat, a major production area, a brood area and winter range for Gunnison Sage-grouse. The property also includes habitat for important big game species (black bear, elk, pronghorn, mountain lion, and mule deer) and encompasses habitat for bald eagle, ferruginous hawk, and northern leopard frog, all Colorado Species of Concern.

The Wildcat Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement. Mineral rights will be retired into the easement. Primary funding for the conservation easement is provided by a grant from the Natural Resources Conservation Service for protection of grasslands of special significance. The Land Preservation Funds constitute 34% of the project value. The Wildcat Ranch Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board.

Exhibit C- "Wildcat Ranch Conservation Easement" Budget

<i>Project Activities:</i>	<i>Land Pres Funding</i>
Land Trust Admin Fee	15,000
Land Trust Stewardship Fee	37,714
GRCL Project Fee	20,000
Appraisal	19,500
Appraisal Review Fee	1,500
Baseline Report	4,500
Water Rights Report	2,500
Grasslands Management Plan	1,500
Environmental Assessment	500
Title Insurance, Closing	3,500
Legal Fees	2,500
State Fee	11,300
Total	\$120,014

Gunnison Valley Land Preservation Fund

GRANT AGREEMENT

Project Name: Willow Creek Property Conservation Easement

PARTIES TO AGREEMENT

Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

Grantee: Gunnison Ranchland Conservation Legacy

Address: 210 W Spencer Ave Suite C, Gunnison, CO 81230

Contact name: Stacy McPhail

Date: 07/01/2025

Exhibits:

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT ("Grant Agreement") is entered into this _____, 2025, by and between the Board of County Commissioners of Gunnison County, Colorado ("Board"), 200 E Virginia, Gunnison, Colorado 81230, and Gunnison Ranchland Conservation Legacy, ("GRCL"), (jointly the "Parties"), and witnesses:

RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund ("Fund") of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board ("GVLPB"), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal grant Grant Agreement to be executed by the Board and the project proponent.

C. The GRCL ("Grantee") has applied to the GVLPB for funding of a project known as Willow Creek Property Conservation Easement ("Project") more particularly described in the Project Application as submitted to and on file with GVLPB, Exhibit B ("Project Summary") and Exhibit C ("Budget") and Exhibit D ("Property") all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

SECTION 1-PROJECT SCOPE

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

I. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.

2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed \$ 86,443 (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLBPB and this Grant Agreement.

4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLBPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLBPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLBPB may result in termination of the Grant.

5. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLBPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.
6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLBPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.
7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

SECTION 2- GRANT PAYMENT

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:
- A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary ("Property"), the purchase price may not exceed the fair market value as established by appraisal.
 - B. *Direct Costs.* Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs.* Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board may consider all facts and circumstances as it deems necessary or desirable, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLBP:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by the Board infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLBP and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

C. *Inaccuracies.* Any statement or representation made or information provided by the Grantee in the Project Application, this Grant Agreement or the due diligence materials is untrue, inaccurate or incomplete in any material respect;

D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLBP or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property.* Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

- A. *Matching Funds.* Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.
- B. *Due Diligence.* The GVLBPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with the Board in conducting such due diligence review, and in connection therewith shall provide the Board with the information or documentation specified in the Project Application, as well as such other documentation and/or information as the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by the Board.
- C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").
- D. *Gunnison County Use Restriction.* Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

- (1) *Conservation Easement Form.* Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain County Attorney approval of the proposed Conservation Easement well in advance of closing.
- (2) *Subordination to Use Restriction.* All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

SECTION 4-OTHER PROVISIONS

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity.* To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

B. *No CGIA Waiver.* Anything else in this Grant Agreement to the contrary notwithstanding, no term or condition of this Grant Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee qualifies for protection under the CGIA. The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Grant Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the maximum extent permitted by law, Grantee hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLPF members from any cost, expense or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

16. Post-Completion Requirements.

A. *Stewardship.* Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLBP, in writing, of its determination for a request of a change of use review. The GVLBP will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLBP any additional documentation requested by the GVLBP as a result of its receipt of the change of use request. The GVLBP will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLBP in its sole discretion will determine whether to grant, deny, or condition the GVLBP's approval. Further, no change of use shall be made without the GVLBP's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval.* Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce.* Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a conservation easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements.* Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

17. Breach. In addition to such other remedies as shall be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Grant Agreement, the Board shall have the following non-exclusive remedies:

- A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.
- B. *After Payment of Grant*. The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.
- C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

18. Miscellaneous Provisions.

- A. *Good Faith*. Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.
- B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.
- C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Grant Agreement.
- D. *Status of Grantee*. The parties acknowledge that the Board lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.
- E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

F. *Survival.* The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.

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

H. *Third Party Beneficiary.* The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.

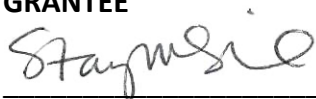
I. *Notice.* Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Grant Agreement.

J. *Construction; Severability.* Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.

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

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

GRANTEE



Gunnison Ranchland Conservation Legacy
Stacy McPhail, Executive Director

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

Laura Puckett Daniels, Chairperson

Elizabeth Smith, Commissioner

Jonathan Houck, Commissioner

ATTEST:

Deputy County Clerk

Exhibit A - Required Language for the Deed of Conservation Easement

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

"NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

"Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

"Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

"Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq.* and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

[Insert only if the GVLBP contributed to the conservation easement purchase]:

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee, N/A percent of the Proportionate Share and (b) to Gunnison County N/A percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

[Insert only if the GVLBP contributed to transaction costs]:

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement

shall not be extinguished, in whole or in part, through the legal doctrine of merger in view of the public interest in its enforcement. This Easement cannot be abandoned, released, or affected by adverse possession."

12. The following language will be included in a section describing "Perpetual Duration" or similarly titled section:

"This Easement shall be a servitude running with the land in perpetuity. The provisions of this Deed that apply to either Party shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Notwithstanding the foregoing, each party's rights and obligations under the Easement created by this Deed shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of the party's entire interest in this Easement or the Property (provided that Gunnison County has consented to a transfer of this Easement by Grantee pursuant to Section 12 (Transfer of Easement) herein), except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer."

13. The following language will be included in a section describing "Written Notices" or similarly titled section:

To Gunnison County: Board of County Commissioners
200 E. Virginia Ave.
Gunnison, CO 81230

14. The following language will be included in a section describing "No Third Party Enforcement" or similarly titled section:

"This Deed is entered into by and between Grantor and Grantee, and does not create rights or responsibilities for the enforcement of its terms in any third parties beyond Grantor, Grantee, and Gunnison County."

Exhibit B- “Willow Creek Property Conservation Easement” Project Summary

The Willow Creek Property Conservation Easement preserves open space, wildlife habitat, and agricultural lands on 100 acres located along Willow Creek near Blue Mesa Reservoir in Gunnison County. The property, surrounded by National Park Service and BLM land, is visible to the general public from US Highway 50, State Highway 149, County Road 31, as well as from adjacent and nearby BLM lands. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife including Gunnison Sage-grouse. The entire property lies in occupied critical habitat, a major production area, a brood area severe winter range and winter range for Gunnison Sage-grouse. The property also includes habitat for important big game species (black bear, elk, pronghorn, mountain lion, and mule deer) and encompasses habitat for bald eagle, American peregrine falcon, ferruginous hawk, all Colorado Species of Concern.

The Willow Creek Property Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement. Mineral rights owned by the landowner will be retired into the easement. The landowner is donating 100% of the conservation easement value. The Land Preservation Funds constitute 26% of the project value. The Willow Creek Property Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board.

Exhibit C- “Willow Creek Property Conservation Easement” Budget

<i>Project Activities:</i>	<i>Land Pres Funding</i>
Land Trust Admin Fee	10,000
Land Trust Stewardship Fee	29,143
GRCL Project Fee	10,000
Appraisal	15,000
Baseline Report	4,500
Water Rights Report	500
Title Insurance, Closing	3,500
Legal Fees	2,500
State Fee	11,300
Total	\$86,443

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: June 2025 Cash Transfer Report

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

June 2025 Cash Transfer Report

Fiscal Impact: 10,302,887.79

Submitted by: Lupita Halligan

Submitter's Email Address: lhalligan@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by:

Discharge Date: 7/10/2025

County Attorney Review:

☐ Required

☒ Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/10/2025

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 1

Agenda Date: 7/15/2025



GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
June-25

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(1,222,569.38)
130	95 11122	General - Payroll Account	1,493,495.85	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(8,282,872.19)
002	02 11900	Road & Bridge	1,974,026.41	0.00
003	03 11900	Human Services	0.00	(89,669.55)
004	04 11900	Public Health Agency	0.00	(111,640.09)
007	07 11900	Conservation Trust	11,549.61	0.00
008	08 11900	Bond Fund	0.00	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(107,865.49)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	379,115.66	0.00
013	13 11900	Land Preservation	82,361.07	0.00
030	30 11900	Mosquito Control	0.00	(16,291.66)
032	32 11900	Sage Grouse Trust	9,612.76	0.00
034	34 11900	Risk Management	59.56	0.00
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	88,445.14	0.00
050	50 11900	Gunnison County Sewer	0.00	(109,342.31)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	41,051.91	0.00
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(160,875.64)
125	52 11101	Solid Waste - Landfill Closure	6,377.65	0.00
COLL	52 11102	Solid Waste - Landfill Const	23,882.09	0.00
070	70 11900	Housing Authority	0.00	(362.19)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	10,670.28	0.00
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(455.03)
082	82 11900	ISF-II	0.00	(1,412.71)
090	90 11900	Health Insurance Trust	52,471.11	0.00
115	90 11101	Health Insurance Claims	137,328.85	0.00
091	91 11900	Local Marketing District	0.00	(169,740.87)
092	92 11900	Transportation Authority	0.00	(29,790.68)
093	93 11900	Public Trustee Agency	38.81	0.00
145	95 11121	Accounts Payable Clearing	5,992,401.03	0.00
TOTALS			\$ 10,302,887.79	\$ (10,302,887.79)

TRANSFER FOR JOURNAL ENTRIES:

506041, 506042, 506043, 506044, 506045, 505460, 505458, 505749, 505572, 505575, 505574, 506082, 504823, V162598, V162567, V156926, V162291, V162429, V162889, 502753, 505683, 504825, GBI 506017, 506417, 506420, 505750, 506423, 506424, 506425, 506430, UB 507026, UB 507035, UB 507028, GBI 507050, GNI, GNI, AP, 506426, 506421, 506419,

PREPARED BY:

Whitney Davis

DATE:

7/9/25

AUTHORIZED BY:

Lupita Halligan

DATE:

7/9/25

RECEIVED BY TREASURER:

D. Rubin

DATE:

7-10-25

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

June-25

				01	01	01	01	01	02	03	04	07	08	08	08
			Finance	General	Water	Workforce	Courthouse	Revenue	Road &	Human	Public	Conservation	Bond	Series 2010	Series 2013
			Business	Fund	Resource Prot.	Impact Fees	Renovation	Clearing	Bridge	Services	Health	Trust	Fund	Bond Reserve	Bond Reserve
Balance	JE's	Description	Date	01 11900	01 11102	01 11103	01 11105	01 11106	02 11900	03 11900	04 11900	07 11900	08 11900	08 11101	08 11102
-	506041,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2025	(27,143.75)						(903.11)					
-	506042,	STND2: BUDGETED INTERFUND TRANSFERS	6/30/2025	46,082.76					(9,545.84)		(5,166.67)				
-	506043,	STND3: MAPPING SYSTEM CHARGES	6/30/2025	(11,533.33)					(1,675.76)	(22.08)	(22.08)				
-	506044,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2025	(4,945.34)					(498.00)	(765.00)	(989.99)				
-	506045,	STND5: COMPUTER SYSTEM CHARGES	6/30/2025	(30,516.10)					(3,302.58)	(2,833.33)	(5,439.75)				
-	505460,	MOTORPOOL RENTS MAY	6/30/2025	(1,896.30)						(42.00)	(1,428.70)				
-	505458,	RECLASS BUILDING REVENUE	5/31/2025	300,200.18											
-	505749,	LANDFILL ALLOCATION MAY	5/31/2025												
-	505572,	PUBLIC HEALTH PHOTOCOPY MAY	5/31/2025	(80.00)							(214.32)				
-	505575,	SALES TX, TRUE UP LAND PRESERVATION	5/31/2025												
-	505574,	DHS RENT MAY 2025	5/31/2025	11,739.00						(11,739.00)					
-	506082,	DHS RENT JUNE 2025	6/30/2025	11,739.00						(11,739.00)					
-	504823,	PAYROLL RECORD BATCH 202504304	4/30/2025	5,213.53					(5,213.53)						
-	V162598,	Void Check 162598 - City of Gunnison Utilities	4/14/2025	855.85											
-	V162567,	Void Check 162567 - Western Mountain Rescue Team	4/17/2025	767.64											
-	V156926,	Void Check 156926 - The Fence Post	5/1/2025	60.00											
-	V162291,	Void Check 162291 - CB Towing & transport	5/28/2025	273.00											
-	V162429,	Void Check 162429 - Charm Tex	6/13/2025	95.80											
-	V162889,	Void Check 162889 - John Rizza	6/20/2025	187.60											
-	502753,	Reverse cash transfer due to duplication		5,516.59											
-	505683,	True Up Treasurer Fees to match Land Pres Revenue	5/31/2025	71.19											
-	504825,	RECLASS UMB TRANSACTIONS FOR APRIL	4/30/2025	(6.00)						6.00					
-	GBI 506017,	Weed District Rent May 2025	6/30/2025	(765.00)											
-	506417,	MEDCKSJUN-DB	6/30/2025	(4,807.55)											
-	506420,	DHS ATTORNEY TIME 2ND QUARTER	6/30/2025	39,661.50						(39,661.50)					
-	505750,	MAY-25 PR RCL	5/31/2025	2,857.58											
-	506423,	COPIES BLACK JUN 2025	6/30/2025	(615.44)					(0.52)	(5.16)	(26.32)				
-	506424,	COPIES COLOR JUN 2025	6/30/2025	(1,322.10)					(2.52)	(13.68)	(40.32)				
-	506425,	POSTAGE USE JUN 2025	6/30/2025	(948.61)							(2.07)				
-	506430,	CASH XFER TO JUNE CASH SHORTFALLS	6/30/2025	(650,150.00)											
-	UB 507026,	3RD QUARTER UTILITY TRANSFERS AH	7/1/2025												
-	UB 507035,	3RD QUARTER UTILITY TRANSFERS DR	7/1/2025						(3,209.68)						
-	UB 507028,	3RD QUARTER UTILITY TRANSFERS NG	7/1/2025	(221.27)											
-	GBI 507050,	Weed District Rent JUNE 2025	7/31/2025	(765.00)											
-															
-															
-															
-															
-															
-															
-															
-															
-	GNI,	PCARD IMPORT NOVEMBER 2024	11/30/2024	62,424.86					(1,158.04)	(8,176.92)	(21,583.80)				
-	GNI,	PCARD IMPORT MAY 2025	5/31/2025	62,704.74					(6,604.57)	(8,583.13)	(13,166.24)				
-	AP,	AP CLEARING JUNE 2025	6/30/2025	(878,931.99)					(86,669.08)	(7,021.30)	(50,305.52)				
-	506426,	REVENUE CLEARING JUNE 2025	6/30/2025	757,487.89				(8,282,872.19)	2,312,259.26	178,397.57	148,615.48	11,549.61			
-	506421,	PAYROLL IMPORT JUNE 2025	6/30/2025	583,152.13					(220,352.73)	(176,567.91)	(161,869.79)				
-	506419,	PAYROLL TRANSFER (BMO TRF) JUNE 2025	6/30/2025	(1,499,012.44)											
-		TOTALS		(1,222,569.38)	-	-	-	(8,282,872.19)	1,974,026.41	(89,669.55)	(111,640.09)	11,549.61	-	-	-

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

June-25

JE's	Description	Finance Business Date	10 Airport Operations 10 11900	10 Terminal Construction 10 11101	12 Sales Tax 12 11900	13 Land Preservation 13 11900	30 Mosquito Control 30 11900	32 Sage Grouse 32 11900	34 Risk Management 34 11900	43 Capital Expenditures 43 11900	50 Sewer Fund 50 11900	50 Sewer Bond Reserve 50 11101	51 Water Fund 51 11900	51 Water Bond Reserve 51 11101	52 Solid Waste 52 11900	52 Landfill Closure 52 11101	52 Landfill Construction 52 11102
506041,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2025	(1,613.04)								(354.17)		(1,456.45)		(22,937.53)		
506042,	STND2: BUDGETED INTERFUND TRANSFERS	6/30/2025	(4,635.00)				1,675.00				(3,749.56)		2,416.65		(5,538.58)		
506043,	STND3: MAPPING SYSTEM CHARGES	6/30/2025	(22.08)										(661.67)				
506044,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2025	(408.00)										(45.00)		(45.00)		
506045,	STND5: COMPUTER SYSTEM CHARGES	6/30/2025	(1,840.00)										(445.00)		(715.00)		
505460,	MOTORPOOL RENTS MAY	6/30/2025															
505458,	RECLASS BUILDING REVENUE	5/31/2025															
505749,	LANDFILL ALLOCATION MAY	5/31/2025															
505572,	PUBLIC HEALTH PHOTOCOPY MAY	5/31/2025						10,078.87							(40,338.61)	6,377.65	23,882.09
505575,	SALES TX, TRUE UP LAND PRESERVATION	5/31/2025			(7,119.00)	7,119.00											
505574,	DHS RENT MAY 2025	5/31/2025															
506082,	DHS RENT JUNE 2025	6/30/2025															
504823,	PAYROLL RECORD BATCH 202504304	4/30/2025															
V162598,	Void Check 162598 - City of Gunnison Utilities	4/14/2025									38.90		758.25		42.65		
V162567,	Void Check 162567 - Western Mountain Rescue Team	4/17/2025															
V156926,	Void Check 156926 - The Fence Post	5/1/2025															
V162291,	Void Check 162291 - CB Towing & transport	5/28/2025															
V162429,	Void Check 162429 - Charm Tex	6/13/2025															
V162889,	Void Check 162889 - John Rizza	6/20/2025															
502753,	Reverse cash transfer due to duplication																
505683,	True Up Treasurer Fees to match Land Pres Revenue	5/31/2025				(71.19)											
504825,	RECLASS UMB TRANSACTIONS FOR APRIL	4/30/2025															
GBI 506017,	Weed District Rent May 2025	6/30/2025	765.00														
506417,	MEDCKSJUN-DB	6/30/2025															
506420,	DHS ATTORNEY TIME 2ND QUARTER	6/30/2025															
505750,	MAY-25 PR RCL	5/31/2025															
506423,	COPIES BLACK JUN 2025	6/30/2025	(14.40)														
506424,	COPIES COLOR JUN 2025	6/30/2025	(70.56)														
506425,	POSTAGE USE JUN 2025	6/30/2025															
506430,	CASH XFER TO JUNE CASH SHORTFALLS	6/30/2025							5,200.00								
UB 507026,	3RD QUARTER UTILITY TRANSFERS AH	7/1/2025									(31,481.78)		31,481.78				
UB 507035,	3RD QUARTER UTILITY TRANSFERS DR	7/1/2025									(67,519.53)		70,729.21				
UB 507028,	3RD QUARTER UTILITY TRANSFERS NG	7/1/2025									221.27						
GBI 507050,	Weed District Rent JUNE 2025	7/31/2025	765.00														
GNI,	PCARD IMPORT NOVEMBER 2024	11/30/2024	(1,122.22)								(452.96)				(2,200.00)		
GNI,	PCARD IMPORT MAY 2025	5/31/2025	(4,482.32)								(206.15)		(337.49)		(5,207.10)		
AP,	AP CLEARING JUNE 2025	6/30/2025	(117,444.79)				(17,966.66)	(466.11)	(5,140.44)		(2,551.97)		(44,659.79)		(28,266.99)		
506426,	REVENUE CLEARING JUNE 2025	6/30/2025	106,182.10		386,234.66	75,313.26				88,445.14							
506421,	PAYROLL IMPORT JUNE 2025	6/30/2025	(83,925.18)								(3,286.36)		(16,728.58)		(55,669.48)		
506419,	PAYROLL TRANSFER (BMO TRF) JUNE 2025	6/30/2025															
	TOTALS		(107,865.49)	-	379,115.66	82,361.07	(16,291.66)	9,612.76	59.56	88,445.14	(109,342.31)	-	41,051.91	-	(160,875.64)	6,377.65	23,882.09

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:**

June-25

JE's	Description	Finance Business Date	70	70	71	71	72	80	82	90	90	91	92	93	95	95
			Housing Authority 70 11900	Hsg Auth Deposits 70 11101	Senior Housing 71 11900	Senior Hsg. Deposits 71 11101	Assisted Living 72 11900	Internal Service I 80 11900	Internal Service II 82 11900	Health Insurance 90 11900	Health Claims Clearing 90 11101	Marketing District 91 11900	Transportation Authority 92 11900	Public Trustee 93 11900	Accounts Pay Clearing 95 11121	Payroll Clearing 95 11122
506041,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2025						54,564.30	(156.25)							
506042,	STND2: BUDGETED INTERFUND TRANSFERS	6/30/2025	(916.67)					(8,108.83)	(7,638.09)			(3,708.50)	(1,166.67)			
506043,	STND3: MAPPING SYSTEM CHARGES	6/30/2025							13,937.00							
506044,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2025						(45.00)	7,786.33						(45.00)	
506045,	STND5: COMPUTER SYSTEM CHARGES	6/30/2025						(460.00)	45,786.76						(235.00)	
505460,	MOTORPOOL RENTS MAY	6/30/2025						3,367.00								
505458,	RECLASS BUILDING REVENUE	5/31/2025	(300,200.18)													
505749,	LANDFILL ALLOCATION MAY	5/31/2025														
505572,	PUBLIC HEALTH PHOTOCOPY MAY	5/31/2025							294.32							
505575,	SALES TX, TRUE UP LAND PRESERVATION	5/31/2025														
505574,	DHS RENT MAY 2025	5/31/2025														
506082,	DHS RENT JUNE 2025	6/30/2025														
504823,	PAYROLL RECORD BATCH 202504304	4/30/2025														
V162598,	Void Check 162598 - City of Gunnison Utilities	4/14/2025						1,759.89					12.87		(3,468.41)	
V162567,	Void Check 162567 - Western Mountain Rescue Team	4/17/2025													(767.64)	
V156926,	Void Check 156926 - The Fence Post	5/1/2025													(60.00)	
V162291,	Void Check 162291 - CB Towing & transport	5/28/2025													(273.00)	
V162429,	Void Check 162429 - Charm Tex	6/13/2025													(95.80)	
V162889,	Void Check 162889 - John Rizza	6/20/2025													(187.60)	
502753,	Reverse cash transfer due to duplication															(5,516.59)
505683,	True Up Treasurer Fees to match Land Pres Revenue	5/31/2025														
504825,	RECLASS UMB TRANSACTIONS FOR APRIL	4/30/2025														
GB1 506017,	Weed District Rent May 2025	6/30/2025														
506417,	MEDCKSJUN-DB	6/30/2025								(132,521.30)	137,328.85					
506420,	DHS ATTORNEY TIME 2ND QUARTER	6/30/2025														
505750,	MAY-25 PR RCL	5/31/2025														
506423,	COPIES BLACK JUN 2025	6/30/2025							661.84							
506424,	COPIES COLOR JUN 2025	6/30/2025							1,449.18							
506425,	POSTAGE USE JUN 2025	6/30/2025							950.68							
506430,	CASH XFER TO JUNE CASH SHORTFALLS	6/30/2025	174,500.00					425,750.00	39,000.00					5,700.00		
UB 507026,	3RD QUARTER UTILITY TRANSFERS AH	7/1/2025														
UB 507035,	3RD QUARTER UTILITY TRANSFERS DR	7/1/2025														
UB 507028,	3RD QUARTER UTILITY TRANSFERS NG	7/1/2025														
GB1 507050,	Weed District Rent JUNE 2025	7/31/2025														
GNI,	PCARD IMPORT NOVEMBER 2024	11/30/2024						(710.71)	(26,710.26)	(210.95)				(99.00)		
GNI,	PCARD IMPORT MAY 2025	5/31/2025	(63.50)					(525.20)	(22,743.51)	(686.53)				(99.00)		
AP,	AP CLEARING JUNE 2025	6/30/2025	(3,620,516.25)		(720.00)		(417,676.81)	(13,113.02)	(60,845.60)			(275,000.00)	(369,957.16)		5,997,253.48	
506426,	REVENUE CLEARING JUNE 2025	6/30/2025	3,755,617.31		12,482.00							108,967.63	341,320.28			
506421,	PAYROLL IMPORT JUNE 2025	6/30/2025	(8,782.90)		(1,091.72)		(58,369.67)	(40,917.69)	249,593.07					(5,183.19)		
506419,	PAYROLL TRANSFER (BMO TRF) JUNE 2025	6/30/2025														1,499,012.44
	TOTALS		(362.19)	-	10,670.28	-	-	(455.03)	(1,412.71)	52,471.11	137,328.85	(169,740.87)	(29,790.68)	38.81	5,992,401.03	1,493,495.85

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: May 2025 Sales Tax and Local Marketing Tax

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see reports attached

Fiscal Impact:

Submitted by: Lupita Halligan

Submitter's Email Address: lhalligan@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by:

Discharge Date: 7/10/2025

County Attorney Review:

☐ Required

☒ Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐ No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/10/2025

☐ Consent Agenda

☒ Regular Agenda

☐ Worksession

Time Allotted: 1

Agenda Date: 7/15/2025



Gunnison County, Colorado
Total Taxable Sales

Entity	2025 JAN	2025 FEB	2025 MAR	2025 APR	2025 MAY	2025 JUN	2025 JUL	2025 AUG	2025 SEP	2025 OCT	2025 NOV	2025 DEC	TOTAL
City of Gunnison	18,049,172	18,893,334	19,337,626	18,578,023	20,724,493								\$ 95,582,648
Crested Butte	11,712,346	15,613,837	16,085,261	6,338,693	6,602,562								\$ 56,352,699
Mt. Crested Butte	7,659,713	9,984,691	10,652,044	2,045,024	2,071,261								\$ 32,412,733
Marble	46,130	58,375	71,577	43,549	276,046								\$ 495,677
Pitkin	86,335	133,944	153,284	152,459	172,556								\$ 698,578
Unincorporated	20,064,643	31,378,809	20,845,498	19,463,254	20,434,570								\$ 112,186,774
TOTAL TAXABLE SALES	\$ 57,618,339	\$ 76,062,990	\$ 67,145,290	\$ 46,621,002	\$ 50,281,488								\$ 297,729,109
Computed 1% Sales Tax	\$ 576,183	\$ 760,630	\$ 671,453	\$ 466,210	\$ 502,815								\$ 2,977,291
% Incr(Decr) of 2025 over 2024	0.67%	26.54%	9.20%	21.97%	6.40%								
Entity	2024 JAN	2024 FEB	2024 MAR	2024 APR	2024 MAY	2024 JUN	2024 JUL	2024 AUG	2024 SEP	2024 OCT	2024 NOV	2024 DEC	TOTAL
City of Gunnison	18,333,426	17,796,748	18,151,279	15,478,567	18,973,287	23,413,482	27,383,109	27,484,423	25,973,698	29,748,718	18,330,133	21,152,783	\$ 262,219,653
Crested Butte	13,813,046	14,930,455	16,113,900	5,365,049	7,141,115	14,713,649	21,945,417	17,505,137	16,527,245	12,305,211	7,170,091	15,295,391	\$ 162,825,706
Mt. Crested Butte	7,828,497	9,476,570	8,877,375	1,740,035	2,445,582	3,652,649	6,479,827	6,150,664	4,414,768	2,912,042	2,391,943	7,987,074	\$ 64,357,026
Marble	123,756	56,991	83,491	40,812	218,209	466,588	509,999	431,717	610,307	337,736	141,619	110,403	\$ 3,131,628
Pitkin	89,194	50,628	59,135	115,088	84,932	290,488	501,439	440,850	357,610	212,714	82,909	159,512	\$ 2,444,499
Unincorporated	17,048,736	17,797,910	18,201,993	15,483,778	18,395,931	26,842,600	25,920,517	24,373,186	22,948,857	19,243,631	19,286,431	28,288,078	\$ 253,831,648
TOTAL TAXABLE SALES	\$ 57,236,655	\$ 60,109,302	\$ 61,487,173	\$ 38,223,329	\$ 47,259,056	\$ 69,379,456	\$ 82,740,308	\$ 76,385,977	\$ 70,832,485	\$ 64,760,052	\$ 47,403,126	\$ 72,993,241	\$ 748,810,160
Computed 1% Sales Tax	\$ 572,367	\$ 601,093	\$ 614,872	\$ 382,233	\$ 472,591	\$ 693,795	\$ 827,403	\$ 763,860	\$ 708,325	\$ 647,601	\$ 474,031	\$ 729,932	\$ 7,488,102
% Incr(Decr) of 2024 over 2023	2.66%	2.83%	-6.31%	-2.06%	4.41%	8.19%	-3.85%	-2.93%	2.44%	23.78%	0.11%	14.68%	3.22%
Entity	2023 JAN	2023 FEB	2023 MAR	2023 APR	2023 MAY	2023 JUN	2023 JUL	2023 AUG	2023 SEP	2023 OCT	2023 NOV	2023 DEC	TOTAL
City of Gunnison	17,862,988	18,321,543	19,691,239	16,061,087	18,892,531	24,906,638	28,787,334	30,054,958	23,838,013	20,402,752	18,155,631	20,581,787	\$ 257,556,501
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003	14,222,157	23,021,002	17,145,443	14,468,793	9,644,189	8,345,103	14,906,740	\$ 164,545,060
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104	3,475,304	8,054,444	4,954,151	3,394,676	2,339,764	2,237,863	6,985,254	\$ 65,082,524
Marble	131,754	67,728	87,331	79,408	243,675	386,138	639,387	421,545	584,264	329,568	72,912	92,606	\$ 3,136,316
Pitkin	55,308	42,949	45,531	65,200	94,704	339,388	592,807	306,519	273,533	123,238	230,205	71,707	\$ 2,241,089
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974	20,795,994	24,961,795	25,812,830	26,587,137	19,479,397	18,311,671	21,008,929	\$ 232,911,141
TOTAL TAXABLE SALES	\$ 55,756,070	\$ 58,454,881	\$ 65,630,349	\$ 39,026,774	\$ 45,260,991	\$ 64,125,619	\$ 86,056,769	\$ 78,695,446	\$ 69,146,416	\$ 52,318,908	\$ 47,353,385	\$ 63,647,023	\$ 725,472,631
Computed 1% Sales Tax	\$ 557,561	\$ 584,549	\$ 656,303	\$ 390,268	\$ 452,610	\$ 641,256	\$ 860,568	\$ 786,954	\$ 691,464	\$ 523,189	\$ 473,534	\$ 636,470	\$ 7,254,726
% Incr(Decr) of 2023 over 2022	7.68%	9.17%	3.44%	-0.66%	1.04%	-5.60%	11.60%	4.70%	4.91%	2.39%	4.03%	2.47%	3.98%



GUNNISON COUNTY ONLY
SALES TAX REVENUE COMPARISONS

YEAR		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Year to Date
2025	COUNTY REVENUE	\$ 361,947	\$ 510,741	\$ 413,486	\$ 303,953	\$ 327,112								\$1,917,240	\$ 1,917,240
	% Change over previous year (monthly)	4.67%	40.35%	10.91%	25.14%	8.09%									17.77%
2024	COUNTY REVENUE	\$ 345,784	\$ 363,893	\$ 372,803	\$ 242,893	\$ 302,632	\$ 455,467	\$ 517,661	\$ 478,153	\$ 443,264	\$ 394,375	\$ 307,805	\$ 480,765	\$4,705,494	\$ 1,628,004
	% Change over previous year (monthly)	6.42%	6.98%	-4.35%	0.37%	7.97%	13.88%	-2.41%	-3.96%	-2.37%	17.96%	1.36%	20.61%		3.23%
2023	COUNTY REVENUE	\$ 324,932	\$ 340,144	\$ 389,749	\$ 241,989	\$ 280,294	\$ 399,947	\$ 530,432	\$ 497,880	\$ 454,007	\$ 334,331	\$ 303,664	\$ 398,619	\$4,495,987	\$ 1,577,107
	% Change over previous year (monthly)	10.94%	14.37%	7.64%	5.16%	3.91%	-5.74%	13.91%	10.04%	11.74%	4.76%	6.66%	5.38%		8.60%
2022	COUNTY REVENUE	\$ 292,878	\$ 297,417	\$ 362,083	\$ 230,107	\$ 269,740	\$ 424,310	\$ 465,675	\$ 452,474	\$ 406,304	\$ 319,128	\$ 284,705	\$ 378,280	\$4,183,101	\$ 1,452,224
	% Change over previous year (monthly)	25.29%	15.33%	24.83%	15.44%	15.78%	17.74%	13.57%	24.06%	9.13%	16.78%	13.59%	15.90%		19.62%
2021	COUNTY REVENUE	\$ 233,764	\$ 257,877	\$ 290,061	\$ 199,332	\$ 232,968	\$ 360,366	\$ 410,033	\$ 364,718	\$ 372,329	\$ 273,281	\$ 250,647	\$ 326,389	\$3,571,764	\$ 1,214,002
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		33.38%
2020	COUNTY REVENUE	\$ 211,645	\$ 216,061	\$ 168,955	\$ 143,089	\$ 170,460	\$ 251,544	\$ 335,046	\$ 304,309	\$ 325,465	\$ 238,366	\$ 205,332	\$ 299,015	\$2,869,287	\$ 910,210
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		15.56%
2019	COUNTY REVENUE	\$ 170,068	\$ 166,941	\$ 175,741	\$ 132,172	\$ 142,698	\$ 237,026	\$ 315,888	\$ 272,816	\$ 247,731	\$ 201,760	\$ 179,764	\$ 260,373	\$2,502,978	\$ 787,620
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		6.63%
2018	COUNTY REVENUE	\$ 158,998	\$ 147,877	\$ 168,535	\$ 120,215	\$ 143,035	\$ 214,044	\$ 282,457	\$ 233,448	\$ 276,580	\$ 159,001	\$ 125,311	\$ 194,760	\$2,224,261	\$ 738,660
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		9.69%
2017	COUNTY REVENUE	\$ 139,392	\$ 147,047	\$ 175,495	\$ 96,225	\$ 115,279	\$ 183,923	\$ 225,052	\$ 239,240	\$ 200,934	\$ 141,366	\$ 116,836	\$ 182,356	\$1,963,146	\$ 673,438
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		2.13%
2016	COUNTY REVENUE	\$ 125,157	\$ 162,979	\$ 157,480	\$ 104,370	\$ 109,392	\$ 180,729	\$ 236,845	\$ 228,536	\$ 188,024	\$ 120,348	\$ 95,628	\$ 172,116	\$1,881,604	\$ 659,379
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		11.54%
2015	COUNTY REVENUE	\$ 126,679	\$ 125,795	\$ 150,379	\$ 85,652	\$ 102,664	\$ 165,071	\$ 230,768	\$ 195,968	\$ 196,937	\$ 113,088	\$ 100,454	\$ 165,123	\$1,758,576	\$ 591,168
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		

Budgeted Sales Tax Revenue	\$ 4,407,000
% YTD Actual / Total Budgeted	43.50%
Budgeted Sales Tax Revenue	\$ 4,207,000
% YTD Actual / Total Budgeted	38.70%
Budgeted Sales Tax Revenue	\$ 3,940,000
% YTD Actual / Total Budgeted	40.03%
Budgeted Sales Tax Revenue	\$ 3,406,600
% YTD Actual / Total Budgeted	42.63%
Budgeted Sales Tax Revenue	\$ 3,406,600
% YTD Actual / Total Budgeted	35.64%
Budgeted Sales Tax Revenue	\$ 2,364,672
% YTD Actual / Total Budgeted	38.49%
Budgeted Sales Tax Revenue	\$ 2,110,144
% YTD Actual / Total Budgeted	37.33%
Budgeted Sales Tax Revenue	\$ 1,924,050
% YTD Actual / Total Budgeted	38.39%
Budgeted Sales Tax Revenue	\$ 1,838,400
% YTD Actual / Total Budgeted	36.63%
Budgeted Sales Tax Revenue	\$ 1,838,000
% YTD Actual / Total Budgeted	35.87%
Budgeted Sales Tax Revenue	\$ 1,590,000
% YTD Actual / Total Budgeted	37.18%



Sales Tax by Industry and Jurisdiction May 2025 Sales

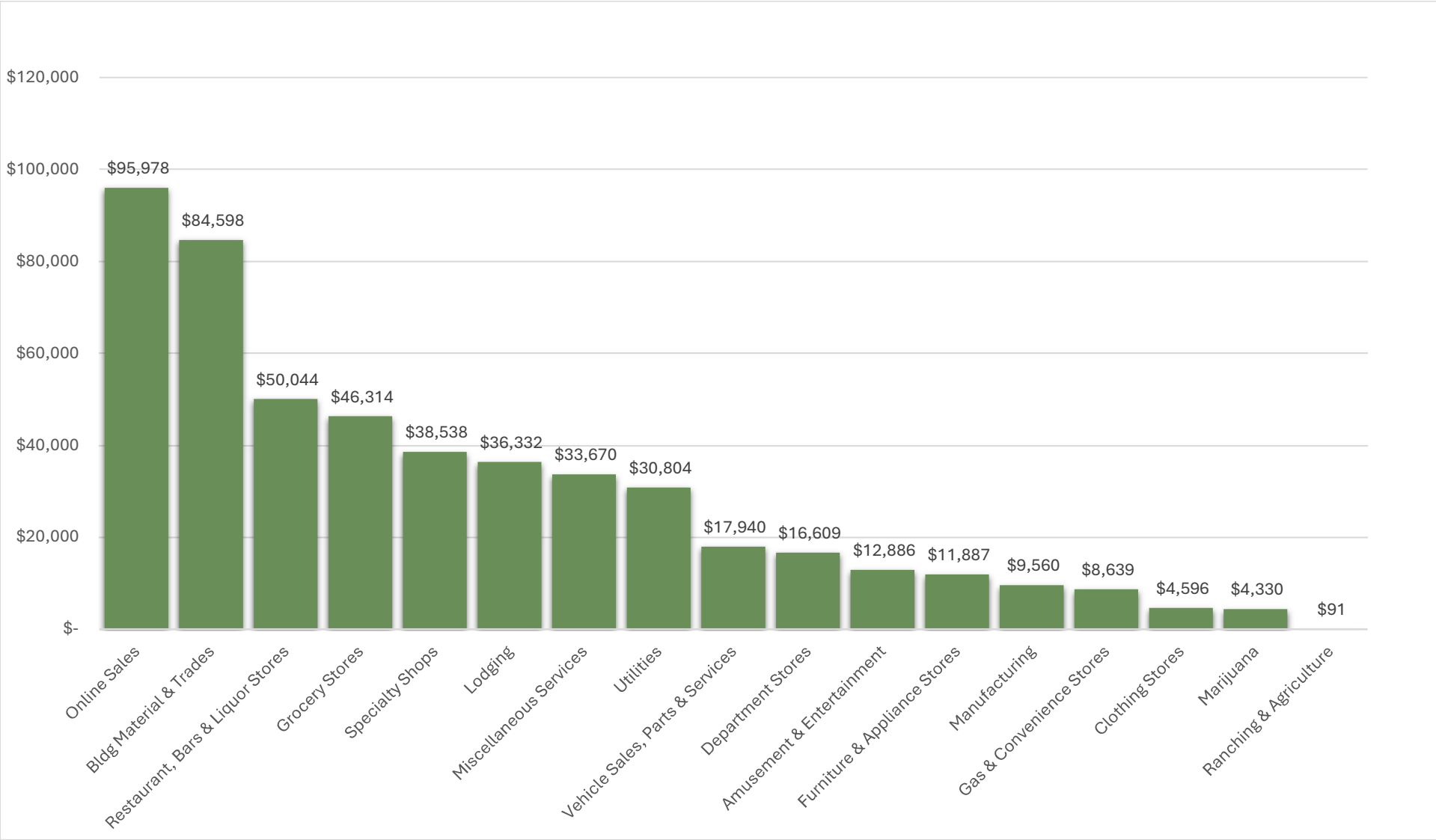
May 2025	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated/ Rem of Cnty	Grand Total	\$ Change from PY	% Change from PY
Amusement & Entertainment	2,916	7,699	11	60	3	2,197	\$ 12,886	\$ (6,198)	-32.48%
Bldg Material & Trades	12,371	39,806	46	2,998	309	29,069	\$ 84,598	\$ 21,716	34.53%
Clothing Stores	2,797	1,734	-	50	2	14	\$ 4,596	\$ 417	9.99%
Department Stores	8	16,234	-	-	-	367	\$ 16,609	\$ 948	6.06%
Furniture & Appliance Stores	4,184	2,814	103	659	16	4,111	\$ 11,887	\$ 4,971	71.87%
Grocery Stores	1,725	44,087	61	39	-	402	\$ 46,314	\$ (5,692)	-10.95%
Lodging	4,301	8,821	272	9,264	844	12,829	\$ 36,332	\$ 4,473	14.04%
Manufacturing	1,566	2,422	15	531	(155)	5,181	\$ 9,560	\$ 838	9.61%
Marijuana	1,231	3,099	-	-	-	-	\$ 4,330	\$ 57	1.33%
Miscellaneous Services	7,735	11,007	40	2,343	222	12,322	\$ 33,670	\$ 2,360	7.54%
Online Sales	-	-	-	-	-	95,978	\$ 95,978	\$ (18,059)	-15.84%
Ranching & Agriculture	36	55	-	-	-	-	\$ 91	\$ (177)	-66.10%
Specialty Shops	4,981	13,336	79	203	14	19,925	\$ 38,538	\$ 14,749	62.00%
Utilities	4,302	8,429	148	4,417	275	13,232	\$ 30,804	\$ 6,285	25.63%
Vehicle Sales, Parts & Services	1,344	11,284	19	14	59	5,220	\$ 17,940	\$ 2,718	17.85%
Restaurant, Bars & Liquor Stores	15,581	30,135	1,965	135	25	2,202	\$ 50,044	\$ (230)	-0.46%
Gas & Convenience Stores	947	6,283	-	-	112	1,297	\$ 8,639	\$ 1,049	13.82%
Grand Total	\$ 66,026	\$ 207,245	\$ 2,760	\$ 20,713	\$ 1,726	\$ 204,346	\$ 502,815	\$ 30,224	6.40%

% Change from PY -8% 9% 27% -15% 103% 11% 6%

May 2024	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated/ Rem of Cnty	Grand Total
Amusement & Entertainment	1,966	6,090	-	9,634	0	1,395	\$ 19,084
Bldg Material & Trades	16,761	34,247	31	654	8	11,181	\$ 62,882
Clothing Stores	2,288	1,466	3	106	1	314	\$ 4,179
Department Stores	-	15,661	-	-	-	-	\$ 15,661
Furniture & Appliance Stores	2,562	2,429	60	109	52	1,705	\$ 6,916
Grocery Stores	8,052	43,835	-	1	-	118	\$ 52,006
Lodging	3,187	10,556	334	8,518	200	9,063	\$ 31,858
Manufacturing	2,754	1,494	40	456	0	3,978	\$ 8,722
Marijuana	1,191	3,082	-	-	-	-	\$ 4,273
Miscellaneous Services	4,478	9,478	38	823	212	16,281	\$ 31,310
Online Sales	-	-	-	-	-	114,036	\$ 114,036
Ranching & Agriculture	-	269	-	-	-	-	\$ 269
Specialty Shops	4,059	11,656	18	158	13	7,885	\$ 23,789
Utilities	3,469	5,189	147	3,898	192	11,624	\$ 24,519
Vehicle Sales, Parts & Services	846	10,921	18	16	83	3,339	\$ 15,222
Restaurant, Bars & Liquor Stores	19,155	28,086	1,494	81	18	1,440	\$ 50,274
Gas & Convenience Stores	644	5,275	-	-	69	1,601	\$ 7,590
Grand Total	\$ 71,411	\$ 189,733	\$ 2,182	\$ 24,456	\$ 849	\$ 183,959	\$ 472,591

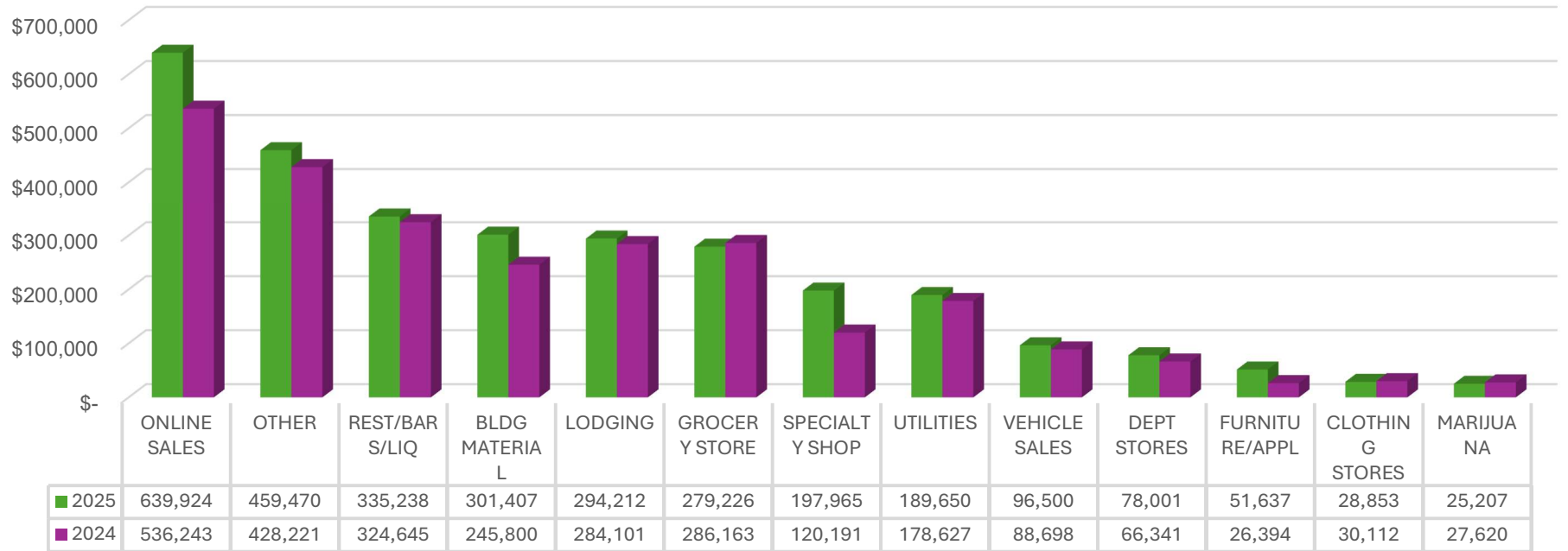
Gunnison County Sales Tax by Industry

May 2025



Gunnison County Sales Tax
Year to Date Industry Comparison
2025 vs 2024

■ 2025 ■ 2024



*Other=Amusement & Entertainment, Gas & Convenience Stores, Manufacturing, Miscellaneous Services, Ranching & Agriculture



COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2025															
	Current Month Net Collection	552,411.00	366,081.52	482,897.74	109,532.30	143,816.00									
	Marble Only Collections	888.00	296.52	365.00	310.00	480.00									
	Non Marble Collections	551,523.00	365,785.00	482,532.74	109,222.30	143,336.00									
	Interest Credit	38,440.00	537.00	116.00	56.20	9.00									
	Program Cost	-	689.47	671.92	479.81	409.15									
	Current Total Distribution	\$ 590,851.00	\$ 367,307.99	\$ 483,685.66	\$ 110,068.31	\$ 144,234.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,696,147.11	\$ 1,696,147.11
% Change over previous year (cumulative)		95.14%	-20.30%	-0.18%	16.94%	11.62%									15.27%
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2024															
	Current Month Net Collection	302,223.00	459,681.85	483,880.95	93,482.00	128,750.00	338,680.46	526,665.00	422,316.88	434,627.00	183,250.00	126,184.76	353,760.00		
	Marble Only Collections	233.00	495.00	1,071.00	378.00	1,125.00	5,321.48	3,695.00	2,715.00	7,583.00	1,571.00	990.76	1,712.00		
	Non Marble Collections	301,990.00	459,186.85	482,809.95	93,104.00	127,625.00	333,358.98	522,970.00	419,601.88	427,044.00	181,679.00	125,194.00	352,048.00		
	Interest Credit	98.00	339.00	2.00	34.00	42.00	10.00	10.00	581.00	26.00	77.00	48.00	216.00		
	Program Cost	454.95	818.84	664.34	608.05	430.22	(10,770.14)	729.17	820.36	608.90	807.26	564.64	255.67		
	Current Total Distribution	\$ 302,775.95	\$ 460,839.69	\$ 484,547.29	\$ 94,124.05	\$ 129,222.22	\$ 327,920.32	\$ 527,404.17	\$ 423,718.24	\$ 435,261.90	\$ 184,134.26	\$ 126,797.40	\$ 354,231.67	\$ 3,850,977.16	\$ 1,471,509.20
% Change over previous year (cumulative)		-5.02%	40.64%	11.88%	-2.64%	3.81%	12.20%	5.81%	18.56%	-4.02%	-16.05%	-0.20%	2.81%		13.13%
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2023															
	Current Month Net Collection	318,489.00	327,208.00	432,664.00	96,286.00	124,021.56	302,137.15	498,398.00	356,485.00	452,768.00	217,535.00	126,389.00	344,122.00		
	Marble Only Collections	584.00	(362.00)	926.00	318.00	600.00	2,512.00	2,919.00	1,950.00	5,775.00	1,270.00	564.00	1,397.00		
	Non Marble Collections	317,905.00	327,570.00	431,738.00	95,968.00	123,421.56	299,625.15	495,479.00	354,535.00	446,993.00	216,265.00	125,825.00	342,725.00		
	Interest Credit	(12.00)	33.00	3.00	2.00	20.00	20.00	2.00	58.00	2.00	835.00	100.00	85.00		
	Program Cost	297.21	423.69	445.61	385.57	443.27	(9,892.82)	64.59	830.24	725.82	978.84	557.45	326.12		
	Current Total Distribution	\$ 318,774.21	\$ 327,664.69	\$ 433,112.61	\$ 96,673.57	\$ 124,484.83	\$ 292,264.33	\$ 498,464.59	\$ 357,373.24	\$ 453,495.82	\$ 219,348.84	\$ 127,046.45	\$ 344,533.12	\$ 3,593,236.30	\$ 1,300,709.91
% Change over previous year (cumulative)		-2.64%	-3.44%	-13.46%	-11.88%	-10.70%	-10.76%	-7.64%	-6.67%	-3.44%	-2.45%	-1.86%	-1.38%		-10.70%
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2022															
	Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	109,755.00	332,544.60		
	Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00	31.00	358.00		
	Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90	308.52	144.32		
	Current Total Distribution	\$ 327,433.99	\$ 342,067.65	\$ 577,958.31	\$ 87,289.40	\$ 121,894.10	\$ 328,323.03	\$ 479,362.31	\$ 359,480.63	\$ 381,932.34	\$ 194,462.90	\$ 110,094.52	\$ 333,046.92	\$ 3,643,346.10	\$ 1,456,643.45
% Change over previous year (cumulative)		28.01%	15.91%	27.14%	24.01%	22.46%	14.20%	10.90%	8.92%	5.85%	6.32%	4.94%	4.39%		22.46%
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2021															
	Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
	Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
	Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
	Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ 367,144.34	\$ 430,845.10	\$ 170,090.37	\$ 144,541.99	\$ 335,612.28	\$ 3,489,999.51	\$ 1,189,467.72
% Change over previous year (cumulative)		32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%	43.19%		70.92%
YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2020															
	Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
	Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
	Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
	Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 695,928.92
% Change over previous year (cumulative)		5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%		-6.11%

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2019	Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
	Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
	Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
	Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 741,212.36
	% Change over previous year (cumulative)	20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%		10.98%
2018		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
	Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
	Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
	Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
	Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 667,851.94
	% Change over previous year (cumulative)	15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%		1.85%
2017		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
	Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
	Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
	Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
	Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 655,725.98
	% Change over previous year (cumulative)	-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%		3.02%
2016		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
	Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
	Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
	Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
	Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 636,528.23
	% Change over previous year (cumulative)	48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%		



COMPARATIVE LOCAL MARKETING DISTRICT TAX BY JURISDICTION

	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	
Jurisdiction	January	February	March	April	May	June	July	August	September	October	November	December	Grand Total
Crested Butte	63,764	65,188	85,998	14,202	19,914								\$ 249,066
Gunnison	20,555	20,771	26,006	26,550	30,785								\$ 124,667
Marble	888	297	365	310	480								\$ 2,340
Pitkin	211	323	264	159	236								\$ 1,193
Mt Crested Butte	444,891	213,368	296,116	42,176	42,947								\$ 1,039,498
Unincorporated/ Gunnison County	60,542	66,672	74,265	26,192	49,463								\$ 277,134
Program Cost	-	689	672	480	409								\$ 2,250
Grand Total	\$ 590,851	\$ 367,308	\$ 483,686	\$ 110,068	\$ 144,234	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,696,147

	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	
Jurisdiction	January	February	March	April	May	June	July	August	September	October	November	December	Grand Total
Crested Butte	70,997	71,490	79,674	14,439	13,019	58,935	95,784	78,292	81,695	27,033	23,907	59,382	\$ 674,646
Gunnison	22,957	22,597	36,929	9,361	35,418	59,049	71,044	60,648	65,912	57,615	17,074	35,277	\$ 493,881
Marble	233	495	1,071	378	1,125	5,321	3,695	2,715	7,583	1,571	991	1,712	\$ 26,890
Pitkin	455	116	253	4	183	982	534	542	2,406	(140)	281	297	\$ 5,913
Mt Crested Butte	164,641	305,295	292,509	45,906	39,698	108,867	209,912	134,312	173,552	56,202	54,810	192,003	\$ 1,777,707
Unincorporated/ Gunnison County	43,038	60,028	73,447	23,428	39,349	105,536	145,706	146,389	103,505	41,046	29,171	65,305	\$ 875,948
Program Cost	455	819	664	608	430	(10,770)	729	820	609	807	565	256	\$ (4,008)
Grand Total	\$ 302,776	\$ 460,840	\$ 484,547	\$ 94,124	\$ 129,222	\$ 327,920	\$ 527,404	\$ 423,718	\$ 435,262	\$ 184,134	\$ 126,797	\$ 354,232	\$ 3,850,977

	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	
Jurisdiction	January	February	March	April	May	June	July	August	September	October	November	December	Grand Total
Crested Butte	80,485	86,575	97,052	20,093	18,676	57,031	125,482	85,149	86,059	35,953	19,017	63,132	\$ 774,704
Gunnison	20,102	18,630	36,773	14,004	22,552	64,907	58,596	64,356	89,441	34,185	20,253	30,013	\$ 473,812
Marble	584	(362)	926	318	600	2,512	2,919	1,950	5,775	1,270	564	1,408	\$ 18,464
Pitkin	228	317	126	231	124	761	1,490	592	3,711	166	31	324	\$ 8,101
Mt Crested Butte	173,293	183,692	253,661	44,832	46,901	78,627	158,286	104,205	169,130	63,240	55,994	197,897	\$ 1,529,758
Unincorporated/ Gunnison County	43,785	38,389	44,129	16,810	35,189	98,319	151,627	100,291	98,654	83,556	30,630	51,433	\$ 792,812
Program Cost	297	424	446	386	443	(9,893)	65	830	726	979	557	326	\$ (4,414)
Grand Total	\$ 318,774	\$ 327,665	\$ 433,113	\$ 96,674	\$ 124,485	\$ 292,264	\$ 498,465	\$ 357,373	\$ 453,496	\$ 219,349	\$ 127,046	\$ 344,533	\$ 3,593,236



COMPARATIVE LOCAL MARKETING DISTRICT TAX BY NAICS

	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	
NAICS	January	February	March	April	May	June	July	August	September	October	November	December	Grand Total
Sales Financing	-	-	-	-	-								\$ -
Lessors of Residential Buildings	27,046	23,553	47,458	985	9,847								\$ 108,889
Lessors of Other Real Estate Property	267,649	32,343	44,562	1,581	4,102								\$ 350,237
Residential Property Managers	23,115	27,090	35,894	1,597	6,294								\$ 93,990
Hotels and Motels	78,447	104,564	162,868	29,103	32,938								\$ 407,920
Bed and Breakfast Inns	1,161	2,963	5,166	58	315								\$ 9,663
All Other Traveler Accommodation	186,849	166,162	182,217	73,856	83,690								\$ 692,773
RV Parks and Campgrounds	4,230	4,273	2,398	2,177	5,057								\$ 18,135
Recreational and Vacation Camps	2,354	5,671	2,451	232	1,582								\$ 12,290
Program Cost	-	689	672	480	409								\$ 2,250
Grand Total	\$ 590,851	\$ 367,308	\$ 483,686	\$ 110,068	\$ 144,234	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,696,147

	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	
NAICS	January	February	March	April	May	June	July	August	September	October	November	December	Grand Total
Sales Financing	-	-	154	-	-	20	-	-	114	-	-	-	\$ 288
Lessors of Residential Buildings	30,147	31,937	44,166	1,749	7,072	45,869	69,079	51,024	34,979	8,462	4,007	28,097	\$ 356,588
Lessors of Other Real Estate Property	36,529	52,618	53,885	6,176	4,050	20,127	49,358	29,859	22,751	7,571	2,235	25,604	\$ 310,763
Residential Property Managers	21,932	20,268	31,036	2,437	3,002	10,185	22,551	18,006	18,404	2,728	7,514	18,277	\$ 176,340
Hotels and Motels	41,522	179,473	174,696	19,170	38,415	101,157	152,512	104,100	183,133	54,725	24,543	92,244	\$ 1,165,690
Bed and Breakfast Inns	2,454	836	3,839	-	157	4,570	6,078	4,362	10,057	1,629	297	3,139	\$ 37,418
All Other Traveler Accommodation	166,430	168,788	172,863	60,067	71,245	137,463	195,993	195,216	139,230	99,453	86,076	183,877	\$ 1,676,701
RV Parks and Campgrounds	907	3,911	1,317	3,894	4,291	13,872	24,729	15,057	21,397	5,355	1,033	807	\$ 96,570
Recreational and Vacation Camps	2,400	2,190	1,927	23	560	5,427	6,375	5,274	4,588	3,404	528	1,931	\$ 34,627
Program Cost	455	819	664	608	430	(10,770)	729	820	609	807	565	256	\$ (4,008)
Grand Total	\$ 302,776	\$ 460,840	\$ 484,547	\$ 94,124	\$ 129,222	\$ 327,920	\$ 527,404	\$ 423,718	\$ 435,262	\$ 184,134	\$ 126,797	\$ 354,232	\$ 3,850,977

	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	
NAICS	January	February	March	April	May	June	July	August	September	October	November	December	Grand Total
Sales Financing	-	-				-			152			168	\$ 320
Lessors of Residential Buildings	26,985	31,494	47,118	9,000	8,230	34,996	69,009	51,815	51,810	13,070	2,047	21,615	\$ 367,189
Lessors of Other Real Estate Property	(117)	-	937		16,312	45	664	409	34,275	11,803	4,690	32,947	\$ 101,965
Residential Property Managers	22,284	17,716	23,708	7,320	3,358	11,096	25,132	16,597	17,418	4,387	3,680	12,671	\$ 165,367
Hotels and Motels	90,408	110,270	183,094	30,892	29,226	104,271	158,069	113,881	185,205	58,240	29,316	112,342	\$ 1,205,214
Bed and Breakfast Inns	787	1,422	3,836		60	2,268	5,896	3,108	9,201	1,078	73	1,963	\$ 29,692
All Other Traveler Accommodation	172,414	161,418	168,844	46,056	62,234	122,767	219,689	148,370	128,048	113,395	82,413	157,997	\$ 1,583,645
RV Parks and Campgrounds	2,773	3,317	2,929	2,062	3,391	20,924	14,342	17,435	22,085	12,725	3,116	2,305	\$ 107,404
Recreational and Vacation Camps	2,943	1,604	2,201	958	1,231	5,790	5,599	4,928	4,576	3,672	1,154	2,199	\$ 36,855
Program Cost	297	424	446	386	443	(9,893)	65	830	726	979	557	326	\$ (4,414)
Grand Total	\$ 318,774	\$ 327,665	\$ 433,113	\$ 96,674	\$ 124,485	\$ 292,264	\$ 498,465	\$ 357,373	\$ 453,496	\$ 219,349	\$ 127,046	\$ 344,533	\$ 3,593,236

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Report

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Present Monthly and Investment Reports

Fiscal Impact:

Submitted by: Debbie Dunbar

Submitter's Email Address: ddunbar@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☐

Required

☒

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐

No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/11/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 1

Agenda Date: 7/15/2025

TREASURER'S MONTHLY REPORT FOR JUNE 2025

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	\$	\$	\$	\$
Due from Tre-County General	273,240.14	2,746,968.34	(1,509,231.95)	1,508,942.54
Due from Tre-Road & Bridge	4,513,036.74	2,071,440.86	(411.27)	6,584,066.33
Due from Tre-Human Services	1,167,844.65	79,435.02	(90,882.78)	1,156,364.75
Due from Tre-Public Health Agency	67,317.99	63,649.68	(112,275.92)	18,691.75
Due from Tre-Conservation Trust	359,219.42	12,860.68	-	372,080.10
Due from Tre-Bond Fund	266.98	0.94	-	267.92
Due from Tre-Airport	1,782,792.05	115,056.01	(110,505.92)	1,787,342.14
Due from Tre-Sales Tax	7,150,855.73	415,713.27	(99.36)	7,566,469.64
Due from Tre-Land Preservation	2,386,520.03	91,091.21	-	2,477,611.24
Due from Tre-Mosquito	85,211.86	17,997.03	(16,822.47)	86,386.42
Due from Tre-Sage Grouse	424,418.29	11,147.52	-	435,565.81
Due from Tre-Risk Management	13.59	59.82	-	73.41
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	58,215.14	96,860.57	-	155,075.71
Due from Tre-Sewer	1,258,357.63	110,408.77	(150,099.68)	1,218,666.72
Due from Tre-Water	982,195.88	49,965.44	-	1,032,161.32
Due from Tre-Solid Waste	547,846.54	175,491.19	(162,610.80)	560,726.93
Due from Tre-Housing Authority	12.11	727.90	(369.46)	370.55
Due from Tre-Gunn Sr Housing	195,219.86	11,398.32	-	206,618.18
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	598.04	61.75	(455.64)	204.15
Due from Tre-Internal Service II	1,444.02	20.18	(1,412.91)	51.29
Due from Tre-Insurance Trust	2,653,847.90	62,800.67	-	2,716,648.57
Due from Tre-Local Marketing District	2,357,753.95	7,736.97	(169,740.87)	2,195,750.05
Due from Tre-Rural Trans Auth	5,570,418.90	31,474.65	(29,909.09)	5,571,984.46
Due from Tre-Public Trustee Agency	35.51	38.81	-	74.32
Due from Tre-Series 2010 Bond Reserve	-	-	-	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	-	-	-	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	25.00	(25.00)	-
Due from Tre-Treas Fees	-	206,044.06	(202,920.01)	3,052.04
Due from Tre-Health Claims	66,649.37	137,328.85	(137,328.85)	66,649.37
Due from Tre-Landfill Closure	1,432,691.61	11,466.30	-	1,444,157.91
Due from Tre-Landfill Cons Resv	2,014,979.30	31,091.65	-	2,046,070.95
Due from Tre-Payroll Clearing	14,995.23	1,493,495.85	(1,501,952.92)	6,538.16
Due from Tre-Sewer Reserve	96,136.00	-	-	96,136.00
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	-	-	-	-
Due From Tre-Housing Authority Restricted Deposits	18,973.96	-	-	18,973.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	837,633.53	5,992,401.03	(5,911,805.70)	918,228.86
Due from Tre-Finance Revenue Clearing	45,753.84	8,282,872.19	(8,284,291.34)	44,334.69
Due from Tre-Water Resource	51,639.45	182.60	-	51,822.05
Due from Tre-Workforce Impact Fees	413,643.25	6,451.77	-	420,095.02
Due from Tre-Living Community	97,334.41	179,982.15	(100,241.69)	176,997.84
COUNTY FUNDS TOTAL	37,286,521.09	22,513,747.05	(18,493,393.63)	41,304,659.34
CITIES AND TOWNS	\$	\$	\$	\$
Due from Tre-Crested Butte General	30,463.06	72,482.32	(31,687.76)	71,257.62
Due from Tre-Crested Butte Street/Alley	97,804.62	254,081.05	(105,427.07)	246,458.60
Due from Tre-Gunnison City General	40,030.82	99,296.35	(41,935.17)	97,392.00
Due from Tre-Marble General	2,306.30	9,414.88	(2,489.33)	9,231.85
Due from Tre-Mt Crested Butte General	93,102.13	361,854.26	(128,693.10)	326,263.29
Due from Tre-Pitkin General	1,665.39	3,435.36	(1,729.18)	3,371.57
CITIES AND TOWNS TOTAL	265,372.32	800,564.22	(311,961.61)	753,974.93
SCHOOLS	\$	\$	\$	\$
Due from Tre-Gunn RE1J Gen	315,309.81	3,511,462.64	(3,246,372.57)	580,399.88
Due from Tre-Gunn RE1J Bond	108,355.91	1,566,506.74	(1,620,314.11)	54,548.54
Due from Tre-Delta 50J General	9,950.72	66,222.54	(61,590.68)	12,513.03
Due from Tre-Delta 50J Bond	591.53	7,864.43	(8,174.08)	(22.82)
Due from Tre-Montrose RE1J General	3,280.04	28,138.95	(30,002.14)	1,416.85
Due from Tre-Montrose RE1J Bond	218.42	2,351.53	(2,569.95)	-
Due from Tre-Reij 2014 Mill Override	28,683.06	415,714.42	(429,957.86)	14,439.62

SCHOOLS TOTAL	466,389.49	5,598,261.25	(5,398,981.39)	663,295.10
IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	55,939.94	1,002.40	(55,939.94)	1,002.40
Due From Tre-Gunn Rising #3	2.31	4.07	(2.31)	4.07
Due From Tre-Gunn Rising #4	1.80	3.17	(1.80)	3.17
Due from Tre-CO River Water CD	49,692.09	94,585.61	(53,848.06)	90,391.91
Due from Tre-Reserve MD2	12,440.82	24,484.12	(13,142.61)	23,782.33
Due from Tre-Mt Crested Butte DDA	62,732.00	201,326.64	(68,771.80)	195,286.84
Due from Tre-Bostwick Park Water CD	237.26	366.67	(247.54)	356.39
Due from Tre-Crawford Water CD	0.68	-	(0.68)	-
Due from Tre-Crested Butte South MD	29,649.56	129,829.31	(33,490.28)	125,988.59
Due from Tre-Mt CB Water/San	63,900.56	234,518.19	(87,370.02)	211,048.73
Due from Tre-East River Regional SD	8,993.75	20,494.01	(9,586.20)	19,901.56
Due from Tre-Cemetery	15,688.31	43,436.36	(16,988.43)	42,136.24
Due from Tre-Gunn Co Metro Rec Dist	65,664.26	181,911.24	(73,755.06)	173,820.44
Due from Tre-N Fork Water CD	15,906.65	805.68	(15,933.87)	736.21
Due from Tre-Skyland MD	65,101.03	128,065.30	(68,787.42)	124,378.91
Due from Tre-Upper Gunn Water CD	126,452.40	350,627.72	(142,112.87)	334,967.25
Due from Tre-Crested Butte Fire PD	386,142.02	1,075,660.27	(442,079.52)	1,019,722.77
Due from Tre-Gunn Co Fire PD	62,413.59	162,637.15	(67,532.64)	157,518.10
Due from Tre-Carbondale & Rural Fire PD	43,235.40	49,108.03	(44,657.50)	47,685.93
Due from Tre-Ragged Mt Fire PD	84,286.95	6,140.85	(84,485.36)	5,724.02
Due from Tre-Arrowhead Fire PD	4,228.49	13,409.82	(4,624.30)	13,014.01
Due From Tre-Library General Fund	201,841.99	384,243.54	(218,725.47)	367,206.78
Due From Tre-Reserve MD#2 BOND 2016A	25,287.15	73,079.66	(27,373.60)	70,993.21
Due From Tre-North Fork Ambulance Health Service D	170,851.25	14,632.32	(171,310.97)	13,735.51
Due From Tre-Reserve MD #2 BOND 2016B	3,427.48	9,556.48	(3,701.41)	9,282.55
Due From Tre-Reserve MD #2 BOND 2016C	3,044.68	8,489.03	(3,288.00)	8,245.71
Due From Tre-Crested Butte Fire PD Bond	107,849.70	300,550.43	(123,479.23)	284,920.90
Due From Tre-Gunn Co Metro Rec North	86,654.81	236,745.69	(93,762.73)	229,637.77
IMPROVEMENT DISTRICTS TOTAL	1,751,666.93	3,745,713.76	(1,924,999.62)	3,571,492.30
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	600,714.32	662,910.69	(768,469.62)	495,155.39
Due from Tre-Clerk Sales Tax	(0.30)	97,412.72	(97,365.22)	47.20
Due from Tre-SOT	-	452,959.29	(452,959.29)	-
Due from Tre-State Auto	-	327,371.58	(327,371.58)	-
Due from Tre-Clerk ST Domestic Abuse	-	280.00	(280.00)	-
Due from Tre-Clerk State Registrar	-	42.00	(42.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	688.00	(478.00)	210.00
Due from Tre-Range Improvement Dist 3	-	2,588.10	-	2,588.10
Due from Tre-Sheriff Commissary	-	-	-	-
Due from Tre-Inmate Trust	-	-	-	-
Due from Tre-Investment Interest	-	167,927.81	(167,927.81)	-
Due from Tre-Treas Deed	3,540.55	750.00	-	4,290.55
Due from Tre-Unused Remittances	320,808.19	-	(316,078.52)	4,729.67
Due from Tre-Elected Official Fees Clrg	18,957.41	66,598.69	(72,006.65)	13,549.45
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	944,020.17	1,779,528.88	(2,202,978.69)	520,570.36
GRAND TOTALS	40,713,970.00	34,437,815.16	(28,332,314.94)	46,813,992.03

TO THE HONORABLE LAURA PUCKETT DANIELS , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of June 2025

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Laura Puckett Daniels
Chairman of the Board of County Commissioners

Date Accepted: _____

June 2025

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	Maturity
Cash on Hand	1100	94,942.75			Cash	
BMO	1101	1,055,614.42	0.00%		Chkg	
BMO CC	1103	382,672.20	0.00%		Chkg	
BMO MM	1104	4,043,299.86	3.13%		MM	
BMO Sheriff Account	1109	0.00	0.00%		Chkg	
Wells Fargo Warrant Clearing	1145	1,142,858.58	0.00%		Chkg	
Wells Fargo Revenue Clearing	1147	3,658,568.39	0.00%		Chkg	
Calotrust Plus	1118	3,348,908.94	4.37%		Pool	
C-Safe	1121	3,537,711.78	4.41%		Pool	
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	
Investment Clearing	1199	43,689.40	1.98%			
TOTAL CASH AND CHECKING		17,462,428.00		37.30%		
INVESTMonthlyENTS						
FHLB AXXH6	1154	called	5.00%		AG	12/6/28
FHLMC GYTW2	1168	called	5.30%		AG	6/14/27
United Fidelity Bank GA56	1189	248,262.17	4.90%		CD	3/30/27
Bridgewater Bank NJ60	1190	248,062.99	4.85%		CD	3/29/27
Ally Bank GM42	1191	246,210.54	5.05%		CD	3/23/26
FHLB ATB55	1204	500,022.50	4.00%		AG	9/29/26
FHLMC GXN91	1207	702,122.19	4.00%		AG	8/24/27
Synchrony Bank EXB81	1208	244,841.73	3.40%		CD	7/29/25
Discover Bank 3N361	1209	242,970.91	3.45%		CD	7/29/26
US Treasury CCF68	1210	485,290.00	0.75%		T	5/31/26
FHLMC GXXR0	1211	matured	3.32%		AG	6/30/25
FHLMC GXYD0	1212	498,903.00	3.25%		AG	6/30/27
Capital One Bank USA HF75	1213	241,824.06	3.45%		CD	6/29/27
American Express AD582	1214	241,591.07	3.40%		CD	6/29/27
FHLB ASGP8	1215	509,911.26	4.10%		AG	7/14/25
FHLMC GXZT4	1216	499,895.50	4.00%		AG	7/14/25
FHLB ARUR0	1217	494,410.50	3.20%		AG	5/10/27
US Treasury 2CBQ3	1218	488,015.00	0.50%		T	2/28/26
FHLB ARC388	1220	583,698.60	2.30%		AG	3/29/27
FHLB AR7M7	1221	496,945.00	2.00%		AG	9/30/25
US Treasury 8Z781	1222	482,265.00	1.50%		T	1/31/27
FHLBB AQFB4	1223	493,849.50	1.00%		AG	12/30/25
FHLB APLK9	1225	482,407.50	1.28%		AG	10/28/26
FHLB APH40	1226	481,237.00	1.06%		AG	10/21/26
FHLB ANG95	1227	484,391.00	1.25%		AG	8/24/26
First Natl Bank of America YUJ2	1228	235,218.62	0.85%		cd	9/30/26
FHLB ANJK7	1229	964,341.00	0.875%		AG	8/25/26
FHLB AMTZ5	1231	344,916.25	0.75%		AG	11/28/25
FHLB AMJN3	1234	486,275.00	1.03%		AG	5/26/26
FHLB AMDY5	1235	486,350.50	1.00%		AG	5/20/26
FHLB AMDV1	1236	486,795.00	1.05%		AG	5/12/26
FHLB ALW67	1238	487,710.50	1.10%		AG	4/22/26
FHLB ALV68	1240	488,312.50	1.03%		AG	3/30/26
FHLB ALM43	1241	495,434.00	0.75%		AG	9/30/25
FHLB ALMM3	1242	488,203.50	1.00%		AG	3/30/26
FHLB AKWS1	1243	488,408.50	0.53%		AG	2/17/26
FHLB ALA53	1244	488,274.50	0.60%		AG	2/25/26
FFCB EMJT0	1245	482,050.24	0.60%		AG	12/9/25
FAMC 2B3F5	1246	295,762.50	0.60%		AG	11/20/25
FHLMC GXAP9	1248	493,226.00	0.60%		AG	11/12/25
JP Morgan UNC9	1250	239,610.00	0.40%		CD	9/30/25
Bank of Baroda HMT7	1260	244,451.93	0.65%		CD	7/22/25
Texas Exchange Bank THU7	1263	matured	1.00%		CD	6/19/25
Toyota Financial Savings MJ51	1264	matured	0.80%		CD	6/30/25
Western States Bank	1309	538,762.19	4.35%		CD	2/17/25
Gunnison Savings and Loan 8721	1334	500,000.00	2.84%		CD	2/14/28
InBank Bank 9156	1402	239,600.67	3.52%		CD	9/21/25
Redstone Bank	1449	258,033.27	4.15%		CD	10/20/25
Morgan Stanley DGT9	1489	250,189.15	5.05%		CD	11/8/28
FHLB 1AC1	1496	605,667.00	5.30%		AG	5/1/29
FNMA GAUJ8	1499	282,828.58	4.05%		AG	8/28/29
FHLMC HAJZ7	1500	495,768.00	4.00%		AG	9/13/29
FFCB ERVL2	1501	998,918.00	4.62%		AG	10/1/29
FHLB B33X9	1502	499,054.50	4.50%		AG	10/9/29
FHLB B3BB8	1503	375,064.25	5.00%		AG	10/22/29
FHLMC HAQR7	1504	499,524.50	4.65%		AG	10/9/29
FHLB B3F99	1505	500,045.00	5.05%		AG	10/30/29
FNMA GAY39	1506	500,182.00	5.00%		AG	10/30/29
First National Bank Oxford	1507	244,118.24	4.40%		CD	12/11/29
Truist Bank	1508	244,846.63	4.50%		CD	12/19/29
FNMA GA3M9	1509	500,131.00	5.05%		AG	12/20/29
FMNA GAA90	1510	250,047.50	5.00%		AG	2/13/30
FHLB B5PR3	1511	500,192.00	4.30%		AG	3/25/30
FHLMC HBLR0	1512	492,699.50	4.13%		AG	4/29/30
FHLB B5ZD3	1513	498,066.50	4.23%		AG	1/24/28
FHLB B5ZF8	1514	499,272.50	4.75%		AG	4/24/30
FNMA GAH77	1515	498,143.50	4.32%		AG	11/15/28
Morgan Stanley Private Bank	1516	246,012.09	4.25%		CD	6/12/28
Valley National Bank	1517	245,336.87	4.15%		CD	6/12/28
FHLB B6NA0	1518	500,055.50	4.25%		AG	6/5/28
FHLB B6PF7	1519	254,426.50	4.20%		AG	6/17/30
FFCB ETNA1	1520	499,516.50	4.50%		AG	6/7/28
FFCB ETGU52	1521	249,776.75	4.52%		AG	5/14/30
TOTAL INVESTMENTS		29,358,746.25		62.70%		
Cash per Treasurer's Ledger		46,821,174.25		100.00%		
Plus Pending Disbursements		(7,182.22)				
Total Due to All Funds		46,813,992.03				

TREASURER'S QUARTERLY INTEREST REPORT
FOR GUNNISON COUNTY
FOR THE PERIOD OF APRIL - JUNE 2025

		INVESTMENT INTEREST:			
FUND	#	CURRENT QUARTER	YEAR TO DATE	BUDGETED	% OF BUDGET
COUNTY GENERAL	1	138,093.23	272,430.99	400,000.00	68.11%
ROAD & BRIDGE	2	53,127.01	93,526.30	10,000.00	935.26%
HEALTH AND HUMAN SERVICES	3	11,890.81	21,026.89	8,000.00	262.84%
PUBLIC HEALTH AGENCY	4	1,024.58	2,084.47	-	
CONSERVATION TRUST	7	3,707.19	6,879.87	3,000.00	229.33%
BOND FUND	8	5.49	12.26	10,000.00	0.12%
AIRPORT OPERATIONS	10	18,164.57	31,863.91	10,000.00	318.64%
SALES TAX REVENUE	12	73,269.81	125,144.08	60,000.00	208.57%
LAND PRESERVATION	13	24,319.48	43,534.76	50,000.00	87.07%
MOSQUITO	30	936.31	1,709.27	320.00	534.15%
SAGE GROUSE	32	4,368.42	8,079.71	-	
RISK MANAGEMENT FUND	34	1.74	118.93	-	
AIRPORT CONSTRUCTION	41	0.00	0.00	-	
COUNTY CAP EXPEND	43	961.84	1,480.07	-	
SEWER FUND	50	12,375.47	22,905.21	75.00	30540.28%
WATER FUND	51	10,399.00	18,716.67	-	
SOLID WASTE OPERATIONS	52	5,488.45	10,687.65	5,000.00	213.75%
HOUSING AUTHORITY	70	2,227.88	2,242.75	700.00	320.39%
GUNN SR HOUSING	71	1,996.72	4,289.63	-	
ISF I	80	590.29	852.96	20,000.00	4.26%
ISF II	82	5.48	168.20	-	
HEALTH INS ISF-III	90	27,401.76	48,704.46	-	
GRVL MARKETING DISTRT	91	22,588.24	40,392.61	20,000.00	201.96%
RURAL TRANSPORT AUTH	92	58,366.17	106,887.36	80,000.00	133.61%
BUILDING CONSTRUCTION RES	101	0.00	0.00	-	
TERMINAL CONSTRUCTION	102	0.00	0.00	-	
HEALTH CLAIMS	115	847.58	2,091.76	-	
SOLID WASTE CLOSURE	125	14,645.21	29,320.35	20,000.00	146.60%
SOLID WASTE CONSTRUCT. RES.	126	20,650.19	31,865.22	20,600.00	154.69%
SEWER RESERVE	135	984.57	2,082.75	-	
WATER - RESTRICTED	136	803.91	1,243.52	-	
SR HOUSING DEPOSITS	140	0.00	0.11	-	
WATER RESOURCES	150	527.05	989.32	-	
WORKFORCE IMPACT FEE	155	4,239.40	7,942.22	10,000.00	79.42%
TOTAL		514,007.86	939,274.23	727,695.00	129.08%